



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JANUARY 6, 2026

The Columbia City Council will conduct a Regular Meeting on Tuesday, January 6, 2026 at 3:00 PM at City Hall (Council Chambers), 1737 Main Street, Third Floor, Columbia, SC 29201. Members of the public may view the meeting online at www.columbiasc.gov. Please contact the City Clerk's Office at (803)545-3045 or cityclerk@columbiasc.gov if you have questions regarding this meeting.

The Honorable Daniel J. Rickenmann, Mayor
The Honorable Edward H. McDowell, Jr., District II ▪ The Honorable William Brennan, District III
The Honorable Tina N. Herbert, District I ▪ The Honorable Peter M. Brown, District IV
The Honorable Tyler D. Bailey, At-Large ▪ The Honorable Samuel P. Johnson, At-Large

CALL TO ORDER

EXECUTIVE SESSION

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

Short-Term Rentals

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

Constan Gervais Street Car Wash, Inc.

INVOCATION

PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA

PUBLIC INPUT

APPROVAL OF MINUTES

3. Council is asked to approve the December 16, 2025 Work Session and Regular Meeting Minutes.

CONSENT AGENDA 4 THROUGH 23

4. Council is asked to approve a new Contract for Security and Operations at the Transitions Homeless Center, as requested by the Homeless Services Department on December 17, 2025. Award to Midlands Housing Alliance,



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Inc., in an amount not to exceed \$243,750.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date of June 30, 2026. This firm is located in Columbia, SC.

Funding Source: Rapid Shelter Homeless - Special Contracts - Midlands Housing Alliance (1014501-638304). The original budget amount is \$243,750.00.

5. Council is asked to approve a new Professional Services Contract for Treatment, Prevention, Training, and Research to combat the opioid epidemic, as requested by the Homeless Services Department on December 17, 2025. Award to The Courage Center in an amount not to exceed \$113,500.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date of September 30, 2026. This vendor is located in Columbia, SC.

Funding Source: State of South Carolina Grant Control - FY2026 SCORF Homeless Services - Special Contracts (2209999-SCORF126HS-638300) in the amount of \$113,500.00. The original budget amount is \$113,500.00.

6. Council is asked to approve a new Professional Services Contract to Provide Treatment, Prevention, Training and Research to combat the opioid epidemic, as requested by the Office of Neighborhood Safety and Engagement on October 9, 2025. Award to Innovative Solutions and Counseling, LLC, in an amount not to exceed \$356,624.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date nine (9) months from commencement with the option to renew for two (2) additional one (1) year periods. This firm is located in Columbia, SC.

Funding Source: State of South Carolina Grant Control - South Carolina Opioid Recovery Funds (SCORF) Neighborhood Safety and Community Engagement - Professional Services (2209999-SCORF124VC-636600). The original budget amount is \$356,624.00.

7. Council is asked to approve the Annual Renewal of Cityworks Software and License Support, as requested by the Information Technology Department on December 8, 2025. Award to Azteca Systems, LLC, in the amount of \$117,985.14. The term of this renewal is from January 15, 2026 to January 14, 2027. This vendor is located in Dayton, OH.

Funding Source: Public Works Administration - Software License (1011124-627510) \$6,680.47; Public Works Administration - Software License (1011124-627510) \$3,170.47; Forestry Horticulture - Software License (1011217-627510) \$9,180.47;



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Streets Street and Sidewalk Repair - Software License (1013201-627510) \$3,680.47; Traffic Operations - Software License (1013204-627510) \$4,680.47; Streets - Storm Drains - Software License (5534203-627510) \$3,180.47; Streets - Water and Sewer Repair - Software License (5513202-627510) \$3,680.46; Customer Care - Software License (5511407-627510) \$4,680.46; Meter Reading - Software License (5516202-627510) \$16,680.47; Solid Waste Street Sweeping - Software License (5534408-627510) \$11,680.46; Utilities Wastewater Maintenance - Software License (5516205-627510) \$50,690.47. The original budget amount is \$117,985.14.

8. Council is asked to approve a new Construction Contract for the installation of galvanized fencing under the Elmwood Avenue Bridge, as requested by the Public Works Department on October 13, 2025. Award to Seegars Fence Co., Inc. of the Carolinas, in an amount not to exceed \$76,286.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date thirty (30) days from commencement. This contractor is located in Columbia, SC.

Funding Source: General Capital Projects - Elmwood Bridge Fencing - Professional Services for Capital Projects (4039999-CP951701-658660). The original budget amount is \$76,286.00.

9. Council is asked to approve a new Construction Contract for the Beltline Water and Wastewater Management Facility Floor Resurfacing Project, as requested by Columbia Water on September 23, 2025. Award to E & G Builders in an amount not to exceed \$95,803.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date thirty (30) days from commencement. This contractor is located in Chapin, SC.

Funding Source: Beltline Floor Project - Utilities Wastewater Maintenance and Building Maintenance and Repair (5516205-638100-636600). The original budget amount is \$95,803.00.

E & G Builders, LLC, is the prime and will provide floor restoration services at 13.00% (\$12,495.45) of the total contract amount.

The following subcontractor will provide additional services:

Stroman Home Improvements, located in West Columbia, SC, will provide floor coating demolition and installation services at 87.00% (\$83,307.55) of the total contract amount.



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10. Council is asked to approve a new Construction Contract for Project SS7653; Stebondale Road Stream Stabilization, as requested by Columbia Water on October 1, 2025. Award to Shady Grove Construction, LLC, in an amount not to exceed \$103,156.20, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date one hundred fifty (150) days from commencement. This contractor is located in Irmo, SC.

Funding Source: Water and Sewer Capital Projects - 862 Stebondale Road. Stream Stabilization - Capital Project Costs (5529999-SS765301-658650). The original budget amount is \$103,156.20.

Shady Grove Construction, LLC, is the prime and will provide retaining wall, and stream stabilization services at 91.74% (\$78,863.50) of the total contract amount.

The following subcontractor will provide additional services and materials:

New South Construction Supply, LLC, located in West Columbia, SC will provide Gabion Baskets at 8.26% (\$7,100.00) of the total contract amount.

11. Council is asked to approve a new Professional Services Contract for Project WM4844; Pontiac Pump Station Rehabilitation, as requested by Columbia Water on October 23, 2025. Award to Michael Baker International, in an amount not to exceed \$186,763.50, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date twenty seven (27) months from commencement and the option to renew for two (2) additional one (1) year periods. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Pontiac Pump Station Rehabilitation - Capital Project Costs (5529999-WM484401-658650). The original budget amount is \$186,763.50.

This is a Mentor Protégé Program project. Michael Baker International, is the mentor and will provide technical consulting support and construction drawing services at 67.63% (\$114,832.30) of the total contract amount.

Chao & Associates, Inc., a Minority Business Enterprise located in Columbia, SC, is the protégé and will provide water relocation, design, survey, and construction support services at 22.00% (\$37,352.70) of the total contract amount.

The following subcontractors will provide additional services:



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F&ME, Inc., located in Columbia, SC, will provide geotechnical services at 5.51% (\$9,350.00) of the total contract amount.

Howard Engineering, Inc., a Minority Business Enterprise (W), located in Columbia, SC, will provide electrical and Supervisory Control and Data Acquisition (SCADA) services at 4.86% (\$8,250.00) of the total contract amount.

12. Council is asked to approve a new Professional Services Contract for Project SD853101; Belvedere Neighborhood Piped Storm Drainage System Improvements, as requested by Columbia Water on December 8, 2025. Award to Freese & Nichols, in an amount not to exceed \$219,770.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date twelve (12) months from commencement and the option to renew for two (2) additional one (1) year periods. This contractor is located in Fort Worth, TX.

Funding Source: Storm Water Improvements Capital Project Control - Belvedere Neighborhood Pipe Improvements - Capital Project Costs (5549999-SD853101-658650). The original budget amount is \$219,770.00.

This is a Mentor Protégé Program project. Freese & Nichols, is the mentor and will provide project management services at 79.98% (\$175,770.00) of the total contract amount.

Highfill Infrastructure Engineering, P.C., located in Columbia, SC, is the protégé and will provide engineering support services at 20.02% (\$44,000.00) of the total contract amount.

13. Council is asked to approve a new Professional Services Contract for Project WM4865; Free Hope Pressure Reducing Valve Site, as requested by Columbia Water on December 1, 2025. Award to Hazen & Sawyer, in an amount not to exceed \$225,600.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date thirty months (30) months from commencement and the option to renew for two (2) additional one (1) year periods. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Free Hope Pressure Reducing Valve - Capital Project Costs (5529999-WM486501-658650). The original budget amount is \$225,600.00.

This is a Mentor Protégé Program project. Hazen & Sawyer, is the mentor and will provide project oversight services at 68.96% (\$155,570.00) of the total contract amount.



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DESA, Inc., a Minority Business Enterprise (W) located in Columbia, SC, is the protégé and will provide permitting and onsite construction observation services at 20.09% (\$45,330.00) of the total contract amount.

The following subcontractors will provide additional services and materials:

Howard Engineering, Inc., a Minority Business Enterprise (W) located in Columbia, SC, will provide electrical engineering services at 10.95% (\$24,700.00) of the total contract amount.

14. Council is asked to approve a new Construction Contract for Project WM4801; New 6-inch Water Main for Aralia Drive, as requested by Columbia Water on November 12, 2025. Award to GH Smith Construction, Inc., in an amount not to exceed \$424,749.60, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date one hundred and twenty (120) days from commencement. This contractor is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Aralia Drive Water Main Upgrade - Capital Project Costs (5529999-WM480101-658650). The original budget amount is \$424,749.60.

This is a Mentor Protégé Program project. GH Smith Construction, Inc., is the mentor and will provide utility locates, safety, traffic control and clean up services at 80.00% (\$283,166.40) of the total contract amount.

Smoak Construction, LLC, a Minority Business Enterprise (W) located in Little Mountain, SC, is the protégé and will provide waterline installation services at 20.00% (\$70,791.60) of the total contract amount.

15. Council is asked to approve Change Order #2 for Project SS7565; Lower Kinley Creek Sewer Improvements, as requested by Columbia Water on December 5, 2025. Award to McClam and Associates, Inc., in an amount not to exceed \$514,981.80. The current term of the contract ends on March 20, 2027. This firm is located in Little Mountain, SC.

Funding Source: Water and Sewer Capital Projects - Lower Kinley Creek Sewer Improvements - Capital Project Costs (5529999-SS756501-658650). The current budget amount is \$12,801,819.80. The budget amount for this change order is \$514,981.80. The revised budget amount is \$13,316,801.60.

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 9% CDBE goal. The CDBE participation is 19.42% of the revised change



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order amount.

McClam and Associates, Inc., is the prime contractor and will provide rock removal and subcontractor coordination services at 80.58% (\$414,981.80) of the change order amount.

The following subcontractor will provide additional services:

L.A. Barrier and Son, Inc., a Minority Business Enterprise (W) and CDBE located in Lexington, SC, will provide hauling services at 19.42% (\$100,000.00) of the change order amount.

16. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 101 (portion), 119, and 125 Lake Murray Boulevard, TMS# 04908-01-01 (portion), 05009-01-01, and -02

Ordinance No.: 2025-104 - Annexing 101 (portion), 119, and 125 Lake Murray Boulevard, Richland County TMS # 04908-01-01 (portion), 05009-01-01, and -02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Proposal: Request to annex the property, assign the land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of Residential Mixed District (RM-2) for a pending annexation. The property is currently classified as Mixed Residential High Density and zoned Residential 3 (R3) by Richland County.

Council District: 1

Applicant: Harolyn Boulware, Harolyn Boulware Trust, and Barbara B. Zimmerman / Tyler Watson, Olympus Development Company.

Staff Recommendation: Approval

PC Recommendation: 11/13/2025; Approval (8-0)

First reading approval was given on December 16, 2025.

17. ANNEXATION, INTERIM FUTURE LAND USE MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT for 1227 and 1235 Bakersfield Road, 106, 112, 118, 119, 130, 131 and 140 Diamond Lane, and 1049, 1057, and 1065 Statler Road, TMS# 07402-04-16, 07402-04-10, 07401-06-01, and 07401-06-02



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Ordinance No.: 2025-106 - Annexing 1227 and 1235 Bakersfield Road, 106, 112, 118, 119, 130, 131 and 140 Diamond Lane, and 1049, 1057, and 1065 Statler Road, Richland County TMS# 07402-04-16, 07402-04-10, 07401-06-01, and 07401-06-02

Proposal: Request to annex the property, assign the interim land use classification of Urban Core Community Activity Center (UCAC-2) and Urban Edge Residential Large Lot (UER-2) and assign interim zoning of Community Activity Center/Corridor District (CAC) and Residential Single Family Large Lot District (RSF-1) for a pending annexation. The property is currently classified as Mixed-Use Corridor and Mixed Residential (High Density) in a Priority Investment Area and Community Activity Center with a portion in a Neighborhood Activity Center and zoned General Commercial (GC) and Residential 2 (R2) by Richland County.

Council District: 2

Applicant: Word of God Church and Ministries

Staff Recommendation: Approval

PC Recommendation: 11/13/2025; Approval (8-0)

First reading approval was given on December 16, 2025.

18. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2430 Chappelle Street and unincorporated portion of 2428 Chappelle Street, TMS# 11605-15-04 and a portion of 11605-15-03

Ordinance No.: 2025-105 - Annexing 2430 Chappelle Street and unincorporated portion of 2428 Chappelle Street, Richland County TMS # 11605-15-04 and a portion of 11605-15-03 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Proposal: Request to annex the property, assign the land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of Residential Single Family Medium Lot (RSF-2) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential 5 (R5) by Richland County.

Council District: 2

Applicant: Nova Homes-CAE, LLC

Staff Recommendation: Approval

PC Recommendation: 11/13/2025; Approval (8-0)



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First reading approval was given on December 16, 2025.

19. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 5603, 5607, and 5615 Old Forest Drive, TMS# 16711-05-13 and 16711-05-14

Ordinance No.: 2025-094 - Annexing 5603, 5607, and 5615 Old Forest Drive, Richland County TMS # 16711-05-13 and 16711-05-14 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 4

Proposal: Request to annex the property, assign the land use classification of Urban Edge Regional Activity Center (UEAC-2) and assign zoning of General Commercial District (GC) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned General Commercial (GC) by Richland County.

Applicant: Dorothy S. Hendrix / Old Forest Storage Partners LLC

Staff Recommendation: Approval

PC Recommendation: 10/09/2025; Approval (7-0)

First reading approval was given on December 16, 2025.

20. AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE to Reconfigure Design Development Review Commission

Ordinance No.: 2025-096 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Article 2: Administration Sec. 17-2.3 Advisory and Decision-Making Bodies and Persons (e.) Design Development Review Commission, Section 17-2.5 Application-Specific Review Procedures and Decision Standards, Article 3: Zoning Districts, Sec. 17-3.7 Overlay Districts, Article 5: Development Standards, Sec. 17-5.10 Signs, Article 9: Definitions and Rules of Measurement, Sec. 17-9.4 Definitions as related to the reconfiguration of the Design Development Review Commission (DDRC)

Proposal: Amend the Unified Development Ordinance, Chapter 17- Article 2: Administration, Sec. 17-2.3 Advisory and Decision-Making Bodies and Persons (e.) Design Development Review Commission; Section 17-2.5 Application-Specific Review Procedures and Decision Standards, Article 3: Zoning Districts, Sec. 17-3.7 Overlay Districts; Article 5: Development Standards, Sec. 17-5.10 Signs; Article 9:



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Definitions and Rules of Measurement, Sec. 17-9.4 Definitions as related to the reconfiguration of the Design Development Review Commission (DDRC).

Applicant: Andrew Livengood, Zoning Administrator

Staff Recommendation: Staff Sponsored

PC Recommendation: 10/09/2025; Approval (7-0)

Endorsed by the Administrative Policy Committee on October 28, 2025.

First reading approval was given on December 16, 2025.

21. **AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE** to amend the definitions of Townhome, Multifamily, and Two-family Dwellings

Ordinance No.: 2025-095 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Article 9: Definitions and Rules of Measurement Sec. 17-9.3(a)(3)a

Proposal: Amend the Unified Development Ordinance, Chapter 17 – Article 9: Definitions and Rules of Measurement Sec. 17-9.3(a)(3)a. Household Living Uses, to clarify definitions of Townhome, Multifamily, and Two-family Dwellings.

Applicant: Andrew Livengood, Zoning Administrator

Staff Recommendation: Staff Sponsored

PC Recommendation: 10/09/2025; Approval (7-0)

First reading approval was given on December 16, 2025.

22. **Ordinance No.: 2025-101 - Granting an encroachment to Shawn Eubanks for the use of the right of way area of the 6100 block of Hampton Leas Lane for the installation and maintenance of a wooden fence adjacent to 1 Copperfield Court, Richland County TMS# 13713-02-41**

First reading approval was given on December 16, 2025.

23. **Ordinance No.: 2025-108 - Approval for Granting an Easement to Dominion Energy South Carolina, Inc. along a Portion of City-Owned Property Located at 191 Calhoun Street and Identified as Richland County TMS#09006-08-02**



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& 03 and TMS#07314-02-05 for Installation of Electric Lines for the new water pumps at the Columbia Canal Water Treatment Plant; CF#250-679

First reading approval was given on December 16, 2025.

ORDINANCES - SECOND READING

24. Ordinance No.: 2025-109 - Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and The Kessler Enterprise, Inc., and any necessary deeds, assignments, bills of sales and other closing documents for the sale of Washington Square Office Building, 1136 Washington Street, Richland County TMS #09013-05-02, Washington Plaza Parking Garage, 1112 Washington Street, TMS #09013-05-01, and Washington Plaza Retail Shops, TMS #09013-05-18

First reading approval was given on December 16, 2025.

ORDINANCES - FIRST READING

25. Ordinance No.: 2026-001 - Granting an encroachment to Columbia-Garners Ferry DB, LLC, for the use of the right of way areas of the 6900 block of Garners Ferry Road, the 100 block of Old Veterans Road and the 100 block of Veterans Road for the installation and maintenance of sidewalks adjacent to 7001 Garners Ferry Road, Richland County TMS# 16406-01-01
26. Ordinance No.: 2026-002 - Authorizing the City Manager to execute a Consent Decree Modification in the matter of The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. The City of Columbia to resolve alleged violations of the Federal Clean Water Act ("CWA"), 33 U.S.C. § 1251 et seq., the South Carolina Pollution Control Act ("PCA"), S.C. Code Ann. §§ 48-1-10 et seq., and the terms and conditions of the City's National Pollutant Discharge Elimination System permit authorizing discharge of treated wastewater from its Waste Water Treatment Plant located at 1200 Simon Tree Lane ("NPDES Permit")
27. Ordinance No.: 2026-003 - Authorizing the City Manager to execute an Estoppel Certificate and Agreement between the City of Columbia and Core Columbia Hampton, LLC

ZONING / PLANNING MATTERS - SECOND READING



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28. AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE to Add Short Term Rentals as a Principal Use Subject to Standards

Ordinance No.: 2025-107 – Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 4: Use Regulations Sec. 17-4.2 Principal Uses and Sec. 17-9.3 Use Classification and Interpretation

Proposal: Request to amend the Unified Development Ordinance, Chapter 17 - Article 4: Use Regulations Sec. 17-4.2. Principal Uses (b) Principal Use Table and (c) Standards for Specific Principal Uses; and Article 9: Definitions and Rules of Measurement Sec. 17-9.3. Use Classification and Interpretation (a) Principal Use Classification System and Sec. 17-9.4 Definitions to add short-term rentals (STR) as a principal use and establish and clarify related definitions and standards.

Applicant: Andrew Livengood, Zoning Administrator

Staff Recommendation: Staff Sponsored

PC Recommendation: 11/13/2025; Denial (5-3)

First reading approval was given on December 16, 2025.

RESOLUTIONS

29. Resolution No.: R-2026-003 - Permitting the City of Columbia Fire Department to collect money for the Muscular Dystrophy Association

30. Resolution No.: R-2026-004 - Approving the Honorary Placement of a Bench at Mays Park in honor of Mr. William P.H. Fincher

Endorsed by the Administrative Policy Committee on October 28, 2025.

31. Resolution No.: R-2026-005 - Approving the Honorary Placement of a Plaque at Saluda Riverwalk in honor of Joyace and Don Jackson

Endorsed by the Administrative Policy Committee on October 28, 2025.

32. Resolution No.: R-2026-006 - Approving the Honorary Placement of a Bench and Plaque at the Paw Path within Rosewood Park in honor of Annette H. Boette

Endorsed by the Administrative Policy Committee on October 28, 2025.



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33. Resolution No.: R-2026-007 - Approving the Honorary Naming of Gregg Street from Colonial Drive to McLeese Street as "Brian DeQuincey Newman Street"

Endorsed by the Administrative Policy Committee on October 28, 2025.

34. Resolution No.: R-2026-008 - Approving the Honorary Naming of Katy Street in the Golden Acres community as "Curtis Elkins Street"

Endorsed by the Administrative Policy Committee on December 16, 2025.

35. Resolution No.: R-2026-009 - Approving the Honorary Naming of the 200 block of South Ravenel Street between 3200 Hope Avenue and 3200 Rosewood Drive as "Eagle Way"

Endorsed by the Administrative Policy Committee on December 16, 2025.

EVENT RESOLUTIONS

36. Resolution No.: R-2026-002 - Authorizing consumption of beer or wine beverages only at the Cottontown Art Crawl at Cottontown Bellevue Historic District and in the neighborhood borders of Elmwood Avenue, Bull Street, Main Street, and Confederate Street on Saturday, March 7, 2026 with a rain date contingency of Sunday, March 8, 2026

CITY COUNCIL COMMITTEE REFERRALS, REPORTS AND NEW BUSINESS

PUBLIC INPUT

ADJOURNMENT



MEETING DATE: January 6, 2026

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:
Short-Term Rentals



MEETING DATE: January 6, 2026

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Receipt of legal advice relating to a pending,
threatened or potential claim pursuant to S.C. Code
§30-4-70(a)(2)

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:
Constan Gervais Street Car Wash, Inc.



MEETING DATE: January 6, 2026

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the December 16, 2025 Work Session and Regular Meeting Minutes.

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** MN_12162025_WS (DOCX)
- **#a:** MN_12162025_WS (DOCX)
- **#c:** MN_12162025 (DOCX)
- **#c:** MN_12162025 (DOCX)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 16, 2025

CALL TO ORDER

The Columbia City Council conducted a Work Session on Tuesday, December 16, 2025 at City Hall (Mayor's Conference Room), 1737 Main Street, Columbia, South Carolina 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 2:11 p.m. and the following members were present: The Honorable Edward H. McDowell, Jr., The Honorable Will Brennan, Mayor Pro-Tempore, The Honorable Aditi Bussells, and The Honorable Peter M. Brown. The Honorable Tyler D. Bailey participated remotely. The Honorable Tina N. Herbert was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Brennan and seconded by Mr. Bailey, Council voted unanimously to adopt the agenda with the following amendments: add Project Catalyst: Alpha to Item 1 (Discussion of matters relating to the proposed location, expansion, or provision of services encouraging location or expansion of industries or other businesses in the area served by the public body pursuant to S.C. Code §30-4-70(a)(5)); amend Item 2 (1136 Washington Street) to reflect Project Catalyst: Copper (Discussion of negotiations incident to the proposed sale of property §30-4-70(a)(2)); add the receipt of legal advice relating to a pending, threatened or potential claim pursuant to S.C. Code §30-4-70(a)(2) - City of Columbia vs. 1730 Greene Street, Ltd; 2633 Harrison Road, Ltd; 2715 Millwood Road, Ltd; Lee and Maple, Ltd; and Craig Stoneburner and Constan Carwash.

EXECUTIVE SESSION

Upon a motion made by Mr. Brennan and seconded by Mr. McDowell, Council voted unanimously to enter into Executive Session at 2:14 p.m. for the discussion of **Items 1** through **3** as amended and the Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S.C. Code §30-4-70(a)(2) - City of Columbia vs. 1730 Greene Street, Ltd; 2633 Harrison Road, Ltd; 2715 Millwood Road, Ltd; Lee and Maple, Ltd; and Craig Stoneburner and Constan Carwash.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 16, 2025

1. Discussion of matters relating to the proposed location, expansion, or provision of services encouraging location or expansion of industries or other businesses in the area served by the public body pursuant to S.C. Code §30-4-70(a)(5)
 - *BullStreet District*
2. Discussion of negotiations incident to the proposed sale of property pursuant to S. C. Code §30-4-70(a)(2)
 - *Project Catalyst: Copper*
3. Receipt of legal advice relating to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)
 - *Short-Term Rentals*

ADJOURNMENT

The meeting was adjourned at 4:10 p.m.

Respectfully submitted:

Erika D. Moore Hammond, MMC, CPM
City Clerk



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 16, 2025

CALL TO ORDER

The Columbia City Council conducted a regular meeting on Tuesday, December 16, 2025 at City Hall (Council Chambers), 1737 Main Street, Columbia, South Carolina 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 4:26 p.m. and the following members were present: The Honorable Edward H. McDowell, Jr., The Honorable Will Brennan, Mayor Pro-Tempore, The Honorable Aditi Bussells, The Honorable Peter M. Brown, and The Honorable Tyler D. Bailey. The Honorable Tina N. Herbert was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA

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

PUBLIC INPUT

Mr. Rick Patel, 1400 Main Street expressed concerns regarding Item 31 (Ordinance No. 2025-109 Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and The Kessler Enterprise, Inc.). He stated that he previously submitted a higher bid for the Washington Square Office Building. He questioned the financial terms of the current agreement, cited potential loss of value to taxpayers.

Mayor Rickenmann took a moment of personal privilege to recognize Dr. Bussells as she concludes her historic term on City Council. He honored her as the first Asian American Pacific Islander woman elected to the body. He highlighted her data-driven public health leadership, national and state recognitions, and lasting contributions to homelessness initiatives, Black Maternal Health Week, and the City's branding efforts.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 16, 2025

Dr. Bussells stated that her service on City Council is not an ending but a moment to recognize growth and reaffirm her belief that public service should be human and rooted in listening, compassion, and inclusion. She emphasized that many of the City's most impactful initiatives originated from community voices and expressed gratitude to City staff and fellow council members for their collaboration and shared commitment to progress. She concluded by stating that while she is stepping away from her seat, she is not stepping away from the City of Columbia.

Mr. Aubrey D. Jenkins, Fire Chief / Columbia Fire Department presented Dr. Bussells with the Columbia Fire Department Commemorative Patch and declared her an honorary member of the Columbia Fire Department.

Mr. William "Skip" Holbrook, Police Chief / Columbia Police Department presented Dr. Bussells with the Chief's Award of Excellence for unwavering support and contributions to the Columbia Police Department.

Mr. Darrin Thomas, President of Thomas Media Group thanked Dr. Bussells for her involvement with Black Expo and for challenging him to use the event as a platform to empower residents, particularly in addressing health concerns.

APPROVAL OF MINUTES

1. Council is asked to approve the December 2, 2025 City Council Work Session and Regular Meeting Minutes. – *Approved*

Upon a motion made by Mr. Bailey and seconded by Mr. Brennan, Council voted unanimously to approve the December 2, 2025 City Council Work Session and Regular Meeting Minutes.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 16, 2025

PRESENTATION

2. "Finally Finlay" by Ms. Jennifer Bartell Boykin, City of Columbia Poet Laureate

Ms. Jennifer Bartell Boykin, City of Columbia Poet Laureate shared a video presentation of her poem titled "Finally Finlay". She expressed gratitude for living in a city that values poetry and for the establishment of a Poet Laureate position. She emphasized that poetry, like public parks, is for everyone. She encouraged the continued use of words to heal and uplift the community.

Ms. Teresa Wilson, City Manager took a moment of personal privilege to honor Assistant City Manager Pamela Benjamin, who is retiring after 14 years of service with the City of Columbia.

Ms. Pamela Benjamin, Assistant City Manager of Administrative Services expressed gratitude for the friendships and support she experienced during her 14 years with the City of Columbia. She emphasized the shared commitment to serving the citizens of Columbia and thanked Ms. Wilson for her leadership. She also acknowledged fellow assistant city managers, department heads, and staff for making her time with the City meaningful and rewarding.

CONSENT AGENDA ITEMS 3 THROUGH 18

Mayor Rickenmann highlighted Item 19 (Professional Services Contract for the Riverfront Project Plan and Design Master Plan) He noted strong global interest with 19 respondents seeking to participate in reshaping Columbia's riverfront. He emphasized the opportunity to expand public access, create a central gathering space, and better connect residents to the river. The plan will link to the city's 27 miles of trails, ultimately forming a continuous urban trail from the dam through Granby Park and back into the city.

Upon a single motion made by Mr. Bailey and seconded by Mr. Brennan, Council voted unanimously to approve **Consent Agenda Items 3 through 18**.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 16, 2025

3. Council is asked to approve the Fiscal Year 2025/2026 Contract for Assistance with Talent Attraction and Retention, Professional Development, and Community Engagement as requested by the Economic Development Department. Award to Columbia Opportunity Resource (COR) in the amount of \$50,000.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: Economic Development - Special Contracts (5511301-638300). The original budget amount is \$50,000.00.

Endorsed by the Economic Development and Infrastructure Committee on August 26, 2025.

4. Council is asked to approve Fiscal Year 2025/2026 Contract Renewal for Entrepreneurial Support, Management, and Assistance, as requested by the Economic Development Department. Award to USC/Columbia Technology Incubator in the amount of \$200,000.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: Economic Development - Special Contracts (5511301-638300). The original budget amount is \$200,000.00.

Endorsed by the Economic Development and Infrastructure Committee on September 23, 2025.

5. Council is asked to approve a new Contract for the Management and Administration of Employee Medical Services at the Employee Health Center, as requested by City Administration on November 26, 2025. Award to Novant Health, Inc., for the term of three (3) years in an amount not to exceed \$1,074,482.88 for year one (1). This firm is located in Winston Salem, NC. - *Approved*

Funding Source: Employee Health Center - Medical Services (6048920-636900) \$1,029,482.88; Employee Health Center - Drugs and Medical Supplies (6048920-624900) \$45,000.00. The original budget amount is \$1,074,482.88.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 16, 2025

6. Council is asked to approve the Purchase of Fuel Focus Hardware and the Annual License Fee, as requested by the Fleet Services Division on November 6, 2025. Award to AssetWorks, Inc., using the General Services Administration (GSA) Contract in the amount of \$118,278.76. This vendor is located in Wayne, PA. – *Approved*

Funding Source: Equipment Services - Professional Services (6308971-636600). The original budget amount is \$118,278.76.

7. Council is asked to approve the Purchase of the Unified Computing System (UCS) upgrade and Cisco UCSx Platform Deployment, as requested by the Information Technology Department on November 18, 2025. Award to SHI International Corporation, using the South Carolina State Contract and OMNIA Cooperative Contract in the amount of \$537,383.16. – *Approved*

Item	Vendor and Location	Description	Procurement Method	Amount
a.	SHI International Corporation Piscataway, NJ	Unified Computing System (UCS) Upgrade	SC State Contract #4400032484	\$483,836.76
<i>Funding Source: Technology Contingency – Computer/Electrical Equipment-Capital (5518408-658600) \$241,918.38 and Program Management Office – Computer/Electrical - Equipment-Capital (6218950-658600) \$241,918.38. The original budget amount is \$483,836.76.</i>				
b.	SHI International Corporation Piscataway, NJ	Cisco UCSx Platform Deployment	OMNIA Cooperative #2024056-02	\$53,546.40
<i>Funding Source: Technology Contingency - Professional Services (5518408-636600) \$26,773.20 and Program Management Office – Professional Services (6218950-636600) \$26,773.20. The original budget amount is \$53,546.40.</i>				
Total				\$537,383.16



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 16, 2025**

8. Council is asked to approve the Purchase of Vehicles and Heavy Equipment for several City Departments, as requested by the Fleet Services Division. Award to multiple vendors in the total amount of \$376,840.80. – *Approved*

Item	Vendor and Location	Vehicle/Heavy Equipment	Procurement Method	Amount
a.	COS Chevrolet, LLC dba Hendrick Chevrolet Charlotte, NC	Two (2) 2026 Chevrolet Trailblazers for the Water Customer Services Department, as requested on December 2, 2025.	SC State Contract #4400037566	\$51,966.00

Funding Source: Customer Care - Auto, Trucks, Heavy Equipment - Capital (5511407-658500). The original budget amount is \$51,966.00.

b.	Carolina Environmental Systems, Inc. Kernersville, NC	One (1) 2025 Kenworth T880 Hoist for Columbia Water, as requested on November 17, 2025.	Sourcwell Contract #010825-WQI	\$324,874.80
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Funding Source: Water and Sewer Capital Projects – Metro Wastewater Treatment Plant Dewatering Roll-off Receiving Station - Capital Project Costs (5529999 - SS762301 - 658650). The original budget amount is \$324,874.80.

Total				\$376,840.80
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9. Council is asked to approve a new Construction Contract for Leroy Moss Multipurpose Center Roof Replacement at Hyatt Park, as requested by General Services on November 13, 2025. Award to Spann Roofing & Sheet Metal, Inc., in an amount not to exceed \$408,813.85, using the Sourcwell Cooperative Contract. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date sixty (60) days from commencement. This contractor is located in Conway, SC. – *Approved*

Funding Source: General Support Services - Buildings and Fixed Equipment (1011201-659300) \$369,174.25; Parks - Buildings and Grounds - Maintenance and Service Contract (1015104-638200) \$39,639.60. The original budget amount is \$408,813.85.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 16, 2025

10. Council is asked to approve a new Construction Contract for the Lady, Sumter, Taylor, and Arsenal Hill Parking Decks Capital Improvement Project, as requested by Support Services on April 9, 2025. Award to Carolina Restoration & Waterproofing, Inc., in an amount not to exceed \$1,609,208.70, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date three hundred sixty-five (365) days from commencement. This contractor is located in Creedmoor, NC.
- *Approved*

Funding Source: Parking Improvement Project - Parking Improvement Project - Capital Project Costs (5329999-PG001134-658650). The original budget amount is \$1,609,208.70.

Carolina Restoration & Waterproofing, Inc., is the prime and will provide parking deck restoration services at 89.87% (\$1,314,725.00) of the total contract amount.

The following subcontractor will provide additional services/supplies:

MWM Supply, LLC, located in Wake Forest, NC, will provide construction materials at 10.13% (\$148,192.00) of the total contract amount.

11. Council is asked to Ratify four (4) Emergency Procurements, as requested by Columbia Water. Award to the lowest responsive bidder for each project in the total amount of \$3,460,430.38. – *Approved*

Item	Vendor and Location	Description	Amount
a.	Shady Grove Construction, LLC Irmo, SC	Project SS766701; Columbia Metro Wastewater Treatment Plant Hydronics Boiler Piping repair, as requested on September 23, 2025.	\$229,391.00
<i>Funding Source: Water and Sewer Capital Projects – Columbia Metro Hydronics Boiler Capital Project Costs (5529999-SS766701-658650). The original budget amount is \$229,391.00.</i>			
b.	McClam & Associates, Inc. Little Mountain, SC	Project SS765601; Repairs to collapsed sewer main on South Beltline Boulevard, as requested on September 19, 2025.	\$934,082.63
<i>Funding Source: Water and Sewer Capital Projects – South Beltline Sewer Relocation - Capital Project Costs (5529999-SS765601-658650). The original budget amount is \$934,082.63.</i>			



**COLUMBIA CITY COUNCIL MEETING MINUTES
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c.	L-J, Inc. Cayce, SC	Project SD844802; Penn Branch Footer replacement, as requested on November 4, 2025.	\$670,156.75
<i>Funding Source: Storm Water Improvement Capital Projects Control – Penn Branch Wall Stabilization - Capital Project Costs (5549999-SD844802-658650). The original budget amount is \$670,156.75.</i>			
d.	M.B. Kahn Construction Company, Inc. Columbia, SC	Project WM483002; Lake Murray Water Treatment Plant Filters 1 and 2 rehabilitation, as requested on November 24, 2025.	\$1,626,800.00
<i>Funding Source: Water and Sewer Capital Projects – Lake Murray Water Treatment Plant Filter 1 and 2 Rehabilitation - Capital Project Costs (5529999-WM483002-658650). The original budget amount is \$1,626,800.00.</i>			
Total			\$3,460,430.38

12. Council is asked to approve Contract Amendment #4 for Project WM4393-SS7409; Utility Relocation Inspection Services at Leesburg Road between Fairmont Road and Lower Richland Boulevard, as requested by Columbia Water on November 13, 2025. Award to Mead and Hunt, Inc., in an amount not to exceed \$189,441.00. The current term of the contract ends on July 1, 2026. This firm is located in Lexington, SC. – *Approved*

Funding Source: Water and Sewer Capital Projects - Leesburg Road Inspections - Capital Project Costs (5529999-WM439302-658650) \$94,720.50 and Water and Sewer Capital Projects - Leesburg Road Inspections - Capital Project Costs (5529999-SS740902-658650) \$94,720.50. The current budget amount is \$813,184.70. The budget amount for this amendment is \$189,441.00. The total revised budget amount is \$1,002,625.70.

This is a Mentor Protégé Program project. Mead and Hunt, Inc., is the mentor and will provide project administration, engineering services during construction and project closeout services at 76.29% (\$144,522.00) of the amendment amount.

Highfill Infrastructure Engineering, PC, located in Columbia, SC, is the protégé and will provide construction inspection services at 23.71% (\$44,919.00) of the amendment amount.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 16, 2025

13. Council is asked to approve Contract Amendment #3 for Project WM4750; Water System Hydraulic Modeling, as requested by Columbia Water on November 20, 2025. Award to Hazen and Sawyer in an amount not to exceed \$350,000.00. The current term of the contract ends on December 31, 2025 and this amendment extends the contract to June 30, 2026. This firm is located in Columbia, SC. – *Approved*

Funding Source: Engineering Water Systems Improvement - Special Contracts Water/Sewer, Stormwater (5516220-638305). The current budget amount is \$865,804.00. The budget amount for this amendment is \$350,000.00. The total revised budget amount is \$1,215,804.00.

This is a Mentor Protégé Program project. Hazen and Sawyer is the mentor and will provide water system consulting services at 79.87% (\$279,562.40) of the amendment amount.

DESA, Inc., a Minority Business Enterprise (W), located in Columbia, SC, is the protégé and will provide assistance with water consulting task services at 20.13% (\$70,437.60) of the amendment amount.

14. Council is asked to approve a new Professional Services Contract for Water Distribution Contractor Services, as requested by Columbia Water on July 2, 2025. Award to Lake Murray Utility Company, in an amount not to exceed \$1,000,000.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date six (6) months from commencement and the option to renew for three (3) additional one-year periods. This firm is located in Chapin, SC. – *Approved*

Funding Source: Utilities Water Distribution and Maintenance - Maintenance and Service Contract (5516203-638200). The original budget amount is \$1,000,000.00.

15. Ordinance No.: 2025-092 - Granting an encroachment to Francis Goldstein for the use of the right of way area of the 300 and 400 blocks of Harden Street for the installation and maintenance of a stucco wall with two gates, landscaping and irrigation adjacent to 411 Harden Street, Richland County TMS# 11311-03-09 – *Approved on second reading.*

First reading approval was given on December 2, 2025.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 16, 2025

16. Ordinance No.: 2025-093 - An Eighteenth Supplemental Ordinance Providing for the Issuance and Sale of City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, in one or more series, in the aggregate principal amount of not exceeding \$215,000,000, in order to refinance certain outstanding indebtedness and to finance various capital projects and improvements to the system, any necessary debt service reserves, capitalized interest and issuance costs; authorizing the Mayor, the City Manager and the Assistant City Manager for Development and Finance, or any two of them acting together, to determine certain matters with respect to the bonds; prescribing the form and details of such bonds; and other matters relating thereto – *Approved on second reading.*

First reading approval was given on December 2, 2025.

17. Ordinance No.: 2025-097 - Granting an encroachment to Stephen Gillespie for the use of the right of way areas of the 800 block of Kilbourne Road and the 3800 block of Devereaux Road for the installation and maintenance of landscaping and irrigation adjacent to 854 Kilbourne Road, Richland County TMS# 13905-11-01 – *Approved on second reading.*

First reading approval was given on December 2, 2025.

18. Ordinance No.: 2025-100 - Approval for Conveyance of Tract 4 (0.059 Acre) being a portion of the Lower Richland Fire Station located at 2612 Lower Richland Boulevard to Richland County for the Lower Richland Boulevard Widening Project; Richland County TMS#21800-01-20 (Portion); CF#250-677 – *Approved on second reading.*

First reading approval was given on December 2, 2025.

CONSIDERATION OF BIDS, CONTRACTS AND CHANGE ORDERS

Mayor Rickenmann thanked Mr. George Bailey and the Boyd Family Foundation for their decades-long partnership and financial support of the Riverfront project. He recognized former Assistant City Manager Missy Gentry for her persistence, along with Richland County Council, and Penny Sales Tax. He also recognized Mr. Charlie Thompson and the Guignard Family for their contributions, including a key property donation that made the project possible.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 16, 2025

19. Council is asked to approve a new Professional Services Contract for the Riverfront Project Plan and Design Master Plan, as requested by City Administration on January 13, 2025. Award to Field Operations, LLC, in an amount not to exceed \$1,690,553.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date one (1) year from commencement and the option to renew for two (2) additional one (1) year periods. This firm is located in Philadelphia, PA. – *Approved*

Funding Source: Riverfront Fund - Riverfront Master Plan (4199999-WP001001). The original budget amount is \$1,690,553.00.

Field Operations, LLC, is the prime and will provide project management, existing conditions analysis, schematic design, draft and final master plan, and presentation services at 52.07% (\$765,910.00) of the total contract amount.

The following subconsultants will provide additional services:

The Boudreaux Group, Inc., located in Columbia, SC, will provide architecture planning and public engagement services at 7.83% (\$115,205.00) of the total contract amount. HR&A Advisors, Inc., located in New York, NY, will provide funding governance and revenue generation services at 10.18% (\$149,660.00) of the total contract amount. Biohabitats, Inc., located in North Charleston, SC, will provide ecological restoration and nature-based solution services at 7.54% (\$110,910.00) of the total contract amount.

ETM Associates, located in Highland Park, NJ, will provide operations and maintenance services at 2.97% (\$43,660.00) of the total contract amount.

Seamon Whiteside, located in Mount Pleasant, SC, will provide civil engineering services at 3.42% (\$50,280.00) of the total contract amount.

Toole Design Group, LLC, located in Silver Spring, MD, will provide multi-modal transportation services at 4.99% (\$73,436.00) of the total contract amount.

Chernoff Newman, located in Columbia, SC, will provide public engagement services at 7.28% (\$107,000.00) of the total contract amount.

Dharam Consulting, LLC, located in West Chester, PA, will provide cost estimating services at 3.72% (\$54,680.00) of the total contract amount.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 16, 2025

Upon a motion made by Mr. Brennan and seconded by Mr. McDowell, Council voted unanimously to approve a new Professional Services Contract for the Riverfront Project Plan and Design Master Plan, as requested by City Administration on January 13, 2025. Award to Field Operations, LLC, in an amount not to exceed \$1,690,553.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date one (1) year from commencement and the option to renew for two (2) additional one (1) year periods. This firm is located in Philadelphia, PA.

SPECIAL PRESENTATION

Ms. Teresa Wilson, City Manager recognized Mr. George Bailey for his leadership and efforts on behalf of the Boyd Foundation. She emphasized the collaborative work among City staff, the Boyd Foundation, the University of South Carolina, the University of South Carolina Foundation, and Richland County. She clarified that the approved contract covers design work and indicated that Mr. Bailey would provide a future presentation outlining the next phase related to construction.

Mr. George Bailey, President / The Boyd Foundation expressed appreciation for the collaborative efforts behind the project and shared his enthusiasm in seeing it come to fruition. He said it was a pleasure to work with all partners involved and he presented a \$5 million contribution to the City of Columbia in support of the project.

RESOLUTIONS

20. Resolution No.: R-2025-085 - Authorizing the City Manager to execute a Memorandum of Understanding between the City of Columbia and Richland County for the Riverfront District – *Approved*

Upon a motion made by Mr. Brennan and seconded by Mr. McDowell, Council voted unanimously to approve Resolution No.: R-2025-085 - Authorizing the City Manager to execute a Memorandum of Understanding between the City of Columbia and Richland County for the Riverfront District.

Mayor Rickenmann emphasized the importance of proactive planning for the park's long-term maintenance by capturing growth and reinvesting it upfront. He also highlighted the critical partnership between the City of Columbia and Richland County in establishing the district and ensuring its successful planning and execution.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 16, 2025

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

Council opened the public hearing at 5:07 p.m.

21. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 5603, 5607, and 5615 Old Forest Drive, TMS# 16711-05-13 and 16711-05-14 – *Approved on first reading.*

Ordinance No.: 2025-094 - Annexing 5603, 5607, and 5615 Old Forest Drive, Richland County TMS # 16711-05-13 and 16711-05-14 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading.

Council District: 4

Proposal: Request to annex the property, assign the land use classification of Urban Edge Regional Activity Center (UEAC-2) and assign zoning of General Commercial District (GC) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned General Commercial (GC) by Richland County.

Applicant: Dorothy S. Hendrix / Old Forest Storage Partners LLC

Staff Recommendation: Approval

PC Recommendation: 10/09/2025; Approval (7-0)

No one appeared at this time.

Upon a motion made by Mr. Brown and seconded by Mr. Bailey, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 5603, 5607, and 5615 Old Forest Drive, TMS# 16711-05-13 and 16711-05-14 **and** Ordinance No.: 2025-094 - Annexing 5603, 5607, and 5615 Old Forest Drive, Richland County TMS # 16711-05-13 and 16711-05-14 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 16, 2025

22. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 101 (portion), 119, and 125 Lake Murray Boulevard, TMS# 04908-01-01 (portion), 05009-01-01, and -02 – *Approved on first reading.*

Ordinance No.: 2025-104 - Annexing 101 (portion), 119, and 125 Lake Murray Boulevard, Richland County TMS # 04908-01-01 (portion), 05009-01-01, and -02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading.

Proposal: Request to annex the property, assign the land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of Residential Mixed District (RM-2) for a pending annexation. The property is currently classified as Mixed Residential High Density and zoned Residential 3 (R3) by Richland County.

Council District: 1

Applicant: Harolyn Boulware, Harolyn Boulware Trust, and Barbara B. Zimmerman / Tyler Watson, Olympus Development Company.

Staff Recommendation: Approval

PC Recommendation: 11/13/2025; Approval (8-0)

Councilor Bailey asked about the plans for the area.

Mr. Tyler Watson, applicant outlined a proposal for approximately 300 market-rate garden apartment units, similar to a recently completed project in Lexington County. He noted the potential inclusion of townhomes or single-family residences on the remaining portion of the site. The development is planned near the Broad River interchange adjacent to the city-owned fire station.

Upon a motion made by Mr. Bailey and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment For 101 (Portion), 119, And 125 Lake Murray Boulevard, TMS# 04908-01-01 (Portion), 05009-01-01, and -02 **and** Ordinance No.: 2025-104 - Annexing 101 (portion), 119, and 125 Lake Murray Boulevard, Richland County TMS # 04908-01-01 (portion), 05009-01-01, and -02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 16, 2025

23. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2430 Chappelle Street and unincorporated portion of 2428 Chappelle Street, TMS# 11605-15-04 and a portion of 11605-15-03 – *Approved on first reading.*

Ordinance No.: 2025-105 - Annexing 2430 Chappelle Street and unincorporated portion of 2428 Chappelle Street, Richland County TMS # 11605-15-04 and a portion of 11605-15-03 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading.

Proposal: Request to annex the property, assign the land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of Residential Single Family Medium Lot (RSF-2) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential 5 (R5) by Richland County.

Council District: 2

Applicant: Nova Homes-CAE, LLC

Staff Recommendation: Approval

PC Recommendation: 11/13/2025; Approval (8-0)

No one appeared at this time.

Upon a motion made by Mr. McDowell and seconded by Mr. Bailey, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 2430 Chappelle Street and unincorporated portion of 2428 Chappelle Street, TMS# 11605-15-04 and a portion of 11605-15-03 **and** Ordinance No.: 2025-105 - Annexing 2430 Chappelle Street and unincorporated portion of 2428 Chappelle Street, Richland County TMS # 11605-15-04 and a portion of 11605-15-03 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 16, 2025

24. ZONING MAP AMENDMENT for the 1700 Block of Rosewood Drive and Fulton Street, TMS# 11309-18-10 – *Deferred*

Ordinance No.: 2025-103 - Amending the Official Zoning Map to modify the zoning for the 1700 block Rosewood Drive and Fulton Street, Richland County TMS # 11309-18-10 – Deferred

*Proposal: Request to rezone the property from Neighborhood Activity Center/Corridor District in an Airport Safety Overlay District (NAC, OV-A) to Neighborhood Activity Center/Corridor District (NAC).
Council District: 3*

Applicant: Ashok Kumar, Kumar Construction

Staff Recommendation: Denial

PC Recommendation: 11/13/2025; Approval (8-0)

Councilor Brennan requested that the vote be deferred pending legal staff's review of a letter from the Aeronautics Commission.

Mayor Rickenmann noted that the item had already been approved by staff, the public, and the Planning Commission, but the letter received this week warranted additional review to ensure there were no outstanding concerns.

Mr. Peter Cevallos, Airport General Manager for the Jim Hamilton–L.B. Owens Airport spoke in opposition to the item, stressing the airport's importance as a community and economic asset. He stated that the Airport Safety Overlay District protects public safety and airport operations. Removing it could allow incompatible residential development near flight paths and create long-term safety concerns.

Mayor Rickenmann asked how the location of the described parcel would impact travel.

Mr. Peter Cevallos, Airport General Manager for the Jim Hamilton–L.B. Owens Airport added that maintaining the overlay supports safe aircraft operations as airport activity grows. He stressed the importance of remaining good partners while balancing development with aviation safety.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 16, 2025

Mr. John Hodge, South Carolina Aeronautics Commission explained that state law requires consideration of airport land use and safety zones in rezoning decisions. He cautioned that removing the airport overlay could conflict with Title 55, set a precedent for spot zoning, and affect compliance with grant assurances. He urged City Council to deny the request and consider alternatives that would not remove the overlay.

Councilor Brennan asked if the investment into infrastructure of the local county airport is on Richland County's priority list and if so, what does that look like.

Mr. Christopher Eversmann, Director of Airport Development / South Carolina Aeronautics Commission stated that while the Federal Aviation Administration has not yet approved the runway extension study, future consideration remains possible. He emphasized continued support for the airport, noting an upcoming \$7 million Federal Aviation Administration funded taxiway reconstruction project.

There was discussion about collaborative efforts regarding future development plans; planes taking off and landing per day; and the types of planes.

Mr. Ashu Kumar, Kumar Construction stated that the applicant intends to build a three-story residential structure on the property. He emphasized that the proposal is limited in scope and would comply with any conditions required by the Aeronautics Commission. He noted that the primary concern is related to building height.

Mr. Andrew Livingood, Zoning Administrator / Planning and Development Services explained that the airport overlay district includes two key restrictions: a strict 35-foot height limit and a prohibition on residential units within non-residentially zoned properties. He added that one alternative available to the applicant would be to request rezoning to a Residential Mixed District, which exists across the street and would alter the Neighborhood Activity Center/Corridor without removing the overlay.

Ms. Bri Barrineau, Richland County Airport Commission said that the commission is not opposed to development. She emphasized the importance of ensuring growth occurs in alignment with existing infrastructure and ordinances, including the airport overlay district. Speaking as a community resident, aviation planning professional, and airport vice chair, she urged City Council to keep the overlay in place to protect the airport, public safety, and surrounding neighborhoods while pursuing a collaborative path forward.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 16, 2025

Upon a motion made by Mr. Brennan and seconded by Mr. Bailey, Council voted unanimously to defer the Zoning Map Amendment for the 1700 Block of Rosewood Drive and Fulton Street, TMS# 11309-18-10 **and** Ordinance No.: 2025-103 - Amending the Official Zoning Map to modify the zoning for the 1700 block Rosewood Drive and Fulton Street, Richland County TMS # 11309-18-10.

25. AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE to amend the definitions of Townhome, Multifamily, and Two-family Dwellings – *Approved on first reading.*

Ordinance No.: 2025-095 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Article 9: Definitions and Rules of Measurement Sec. 17-9.3(a)(3)a – Approved on first reading.

Proposal: Amend the Unified Development Ordinance, Chapter 17 – Article 9: Definitions and Rules of Measurement Sec. 17-9.3(a)(3)a. Household Living Uses, to clarify definitions of Townhome, Multifamily, and Two-family Dwellings.

Applicant: Andrew Livengood, Zoning Administrator

Staff Recommendation: Staff Sponsored

PC Recommendation: 10/09/2025; Approval (7-0)

No one appeared at this time.

Upon a motion made by Mr. McDowell and seconded by Mr. Brown, Council voted unanimously to give first reading approval to Ordinance No.: 2025-095 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Article 9: Definitions and Rules of Measurement Sec. 17-9.3(a)(3)a.

26. AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE to Reconfigure Design Development Review Commission – *Approved on first reading.*

Ordinance No.: 2025-096 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Article 2: Administration Sec. 17-2.3 Advisory and Decision-Making Bodies and Persons (e.) Design Development Review Commission, Section 17-2.5 Application-Specific Review Procedures and Decision Standards, Article 3: Zoning Districts, Sec. 17-3.7 Overlay Districts, Article 5: Development Standards, Sec. 17-5.10 Signs, Article 9: Definitions and Rules of Measurement, Sec. 17-9.4 Definitions as related to the reconfiguration of the Design Development Review Commission (DDRC) – Approved on first reading.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 16, 2025

Proposal: Amend the Unified Development Ordinance, Chapter 17- Article 2: Administration, Sec. 17-2.3 Advisory and Decision-Making Bodies and Persons (e.) Design Development Review Commission; Section 17-2.5 Application-Specific Review Procedures and Decision Standards, Article 3: Zoning Districts, Sec. 17-3.7 Overlay Districts; Article 5: Development Standards, Sec. 17-5.10 Signs; Article 9: Definitions and Rules of Measurement, Sec. 17-9.4 Definitions as related to the reconfiguration of the Design Development Review Commission (DDRC).

Applicant: Andrew Livengood, Zoning Administrator

Staff Recommendation: Staff Sponsored

PC Recommendation: 10/09/2025; Approval (7-0)

Endorsed by the Administrative Policy Committee on October 28, 2025.

No one appeared at this time.

Upon a motion made by Mr. Brennan and seconded by Mr. Brown, Council voted unanimously to give first reading approval to Ordinance No.: 2025-096 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Article 2: Administration Sec. 17-2.3 Advisory and Decision-Making Bodies and Persons (e.) Design Development Review Commission, Section 17-2.5 Application-Specific Review Procedures and Decision Standards, Article 3: Zoning Districts, Sec. 17-3.7 Overlay Districts, Article 5: Development Standards, Sec. 17-5.10 Signs, Article 9: Definitions and Rules of Measurement, Sec. 17-9.4 Definitions as related to the reconfiguration of the Design Development Review Commission (DDRC).

27. AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE to Add Short Term Rentals as a Principal Use Subject to Standards – *Approved on first reading.*

Mr. Andrew Livengood, Zoning Administrator / Planning and Development Services shared the proposed updates to the definition of short-term rentals, largely retaining the existing standards in Chapter 5 while modifying them to align with the zoning ordinance. The changes would allow short-term rentals in commercial, mixed-use, and employment campus districts, and conditionally in residential districts if located on designated arterial or collector streets with four through lanes. He also noted that legally established short-term rentals would be allowed to continue as nonconforming uses under the existing Unified Development Ordinance provisions.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 16, 2025

Ms. Katie Grubbs, 504 Tyler Street thanked Dr. Bussells and Ms. Benjamin for their service to the city and expressed concern that the proposed short-term rental changes would reduce flexibility for responsible, owner-occupied homeowners. She noted the role of short-term rentals in supporting visitors and urged City Council to slow the process, consider middle-ground solutions, and balance neighborhood protections with homeowner flexibility.

Mr. Gustavo Bueno, 2229 Park Street urged City Council to reinstate the pre-moratorium short-term rental ordinance with proper enforcement, noting that safety and neighborhood quality are shared goals. He stated that there is no citywide data showing that short-term rentals are a systemic issue. He asked City Council to enforce existing rules, address problem properties directly, and rely on data rather than assumptions when shaping future policy.

Mr. JD Hollifield, 2479 Bratton Street shared that the existing short-term rental ordinance appeared fair and straightforward. He shared that short-term rentals are often used by families as a practical alternative to hotels, not for parties. He noted that many investors rehabilitate distressed properties and rely on short-term rental options to justify higher-quality renovations.

Ms. Laurel Pinkley, 1106 Darlington Street described her experience during the November 15 shooting incident. She urged City Council to keep short-term rentals capped, strengthen enforcement, and eliminate single-night rentals to prioritize neighborhood safety and community stability.

Mr. Ethan Mathis, 6503 Davidson Street urged City Council to consider the principles of life, liberty, and property. He shared that the proposed ordinance infringes on individuals' ability to use their property to improve their livelihoods. He encouraged City Council to reflect on whom government serves when considering the ordinance.

Mr. David Bergmann, 2300 Wayne Street urged City Council to reject the proposed zoning-based short-term rental restrictions, stating that existing regulations are sufficient and enforcement is the primary issue. He said the four-lane road requirement is arbitrary and would remove needed income flexibility for homeowners. He encouraged Council to consider alternative approaches, to protect neighborhoods while preserving homeowner options.



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Mr. Matt Carroll, South Carolina Realtors Association spoke in opposition to the amendment, stating it would unnecessarily reduce property rights and create unequal treatment based on street classification rather than zoning. He expressed concern that lawful rentals could become nonconforming uses, negatively affecting property values, financing, and investment stability.

Ms. Anna Herron, 123 Oak Grove Drive spoke in opposition to the proposed short-term rental changes. She expressed concern that the ordinance would limit temporary housing options and suggested neighborhood issues could be addressed through voluntary measures such as homeowner associations. She urged City Council to recognize and support responsible hospitality and property sharing rather than imposing additional regulatory and financial burdens on residents.

Mr. Jim Prater, 3422 Keenan Drive thanked City Council for the time and effort devoted to addressing short-term rental issues. He suggested developing a strategy to phase out short-term rentals at a faster rate than currently outlined in the ordinance. He also recommended that the City seek assistance from South Carolina Attorney General Alan Wilson in addressing compliance by platforms such as Airbnb.

Ms. Whitney Denton thanked City Council and acknowledged valid concerns on both sides of the short-term rental issue. She stressed residents' right to quiet enjoyment and noted that poorly managed short-term and long-term rentals can create safety, noise, and tax concerns. She urged City Council to pursue a balanced approach that protects neighborhoods while allowing responsible investment.

Ms. Meg Southern Sims, President of the Earlewood Community Citizens Organization thanked Dr. Bussells for her service and support following the November 15 shooting. She reported that Earlewood has at least 68 short-term rentals, most of which are non-owner occupied. She shared survey results showing a majority of residents believe STRs negatively impact the neighborhood. She urged City Council to approve the amendment to protect neighborhood character and stability.

Ms. Denise Wellman, President of the Cottontown Neighborhood Association thanked City Council and staff for their work and stressed that short-term rentals are transitory visitor accommodations that impact neighborhood culture. She supported limiting their growth while allowing legally established units to remain. She urged City Council to adopt proactive measures to protect neighborhood character.



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Mr. Brent Dees, 3225 Gadsen Street shared that he lives next door to two short-term rentals and is in opposition to non-owner-occupied units. He noted that while short-term rentals can meet temporary needs, unoccupied units weaken neighborhood cohesion. He emphasized the need for housing policies that support owner-occupied short-term rentals and suggested taxing short-term rentals more like hotels.

Dr. Bussells left the meeting at 6:23 p.m.

Mr. Ed Fleshman, 3504 Monroe Street spoke in opposition to the ordinance changes, calling them government overreach and a broad response to isolated incidents. He emphasized the City's failure to enforce existing rental regulations and urged City Council to focus on enforcement rather than adopting new restrictions.

Ms. Cathy Brookshire, 2200 Lincoln Street spoke in support of maintaining the short-term rental moratorium, noting recent downtown investments such as new hotels and the upcoming USC School of Medicine that will provide appropriate accommodations for visitors. Hotels are better equipped to handle safety and operational issues, while neighborhoods thrive on long-term residents who look out for one another. She urged City Council to protect neighborhood character by limiting additional short-term rentals.

Ms. Lynne Leach, 85 Dinwood Circle shared that she and her husband operate twelve short-term rentals and expressed support for the current ordinance. She emphasized the importance of transparency with neighbors to ensure short-term rentals are operated responsibly. Many guests are individuals and families relocating to the area.

Mr. Nilanke Seneviratne, 1115 Darlington Street spoke as a concerned citizen following the November shooting in the Earlewood community. While supporting property rights, he urged City Council to strengthen enforcement and penalties for illegal short-term rentals.

Mr. Brad Swensen, 7716 Leitner Road, spoke in opposition to the moratorium, stating it was based on emotion rather than data. He noted that a homicide occurred on Thanksgiving night at a residence in the 29203-zip code, approximately one mile from the Earlewood Park neighborhood. He questioned why similar concern was not raised in that instance. He urged City Council to adopt targeted, evidence-based regulations instead of broad restrictions.



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Councilor Bailey extended well wishes and condolences to the family of the man killed on Thanksgiving, noting that the deceased was a volunteer baseball coach for his son's team, the King Park Dodgers.

Ms. Carol Wright, 2801 Clark Street described her experience as a short-term rental owner and explained that the supplemental income helps support her properties and enables her to offer affordable housing. She expressed concern that the proposed zoning changes would eliminate this flexibility and urged City Council to oppose the restrictions.

Ms. Briana McDowell, 2213 Bob White Lane explained that while she and her husband do not currently own short-term rentals, they have used them for hosting out-of-town family and temporary housing needs that the hotels cannot accommodate. She supported reasonable regulation but expressed concern that the proposed changes are a knee-jerk reaction that would limit flexible housing options for individuals and families facing short-term transitions.

Ms. Amanda Peluso, 117 New Port Hall Lane had her statement read into the record. She stated that short-term rentals are a matter of property rights and economic sustainability, noting that many local owners rely on them to meet mortgage, tax, and insurance obligations. She urged City Council to pursue a balanced approach that protects neighborhoods without imposing undue financial strain.

Mr. Lynn Shirley, 303 South Saluda Avenue compared the issue to food deserts, expressing concern that neighborhoods near downtown and the university are reaching a tipping point where single-family residential living is no longer sustainable. He noted that a combination of short-term rentals, long-term rentals, university growth, traffic, and entertainment districts are eroding neighborhood desirability for families. He urged City Council to consider long-term policy impacts.

Mr. Jason Brinkus addressed short-term rentals within the broader context of zoning and central planning. He stated that government bodies lack the information needed to determine optimal land use. Land use decisions are best guided by market forces and risk-taking by property owners rather than centralized regulation. He urged City Council to rely on price signals and private investment.



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Ms. Leah Griffin shared her experience with short-term rentals, noting that guests such as exchange students and travel nurses regularly engage with and contribute to the community. She emphasized the importance of safety and supported having clear rules and enforcement for short-term rentals. She said that the proposed response was overly strong in reaction to a recent tragedy.

Ms. Cam Franklin, 3123 Bratton Street urged City Council to vote against the proposal. The ordinance is not the best solution for the City's growth or its communities.

Mr. Matt Varner, 619 Blakely Street spoke about the different views among neighbors on how best to balance community needs. He explained that short-term rentals can help manage transitional neighborhoods and provide supplemental income. He urged City Council to reconsider the proposal, describing it as overly extreme in its current form and encouraging a more balanced solution.

Mr. Paul Micho, 3101 Gadsen Street shared his personal experience with short-term rentals. He expressed support for the proposed ordinance, stating it aligns with policies in cities such as Savannah and addresses the commercialization of residential neighborhoods. While acknowledging the value of existing owners, the speaker emphasized the need to preserve neighborhood character.

Ms. Kay Moore offered alternative approaches to addressing short-term housing needs, such as suggesting the development of single-suite or extended-stay accommodations. She noted concerns about homelessness, housing displacement, and the strain on existing resources. She encouraged broader evaluation of homelessness strategies and housing options within the community.

Ms. Robin Spaniel expressed opposition to the ordinance changes and agrees with the sentiment that the changes are a knee jerk reaction. She expressed concern that the proposed restrictions would limit homeowners' future ability to rent their properties and could ultimately push short-term rentals out of neighborhoods and into less appropriate areas. She urged City Council to further review the proposal and consider its long-term impacts before moving forward.



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Mayor Rickenmann stated that the issue is complex and not a knee-jerk reaction. City Council has been working on short-term rental regulations for an extended period. He acknowledged the need for short-term rentals, the presence of responsible operators, challenges caused by bad actors, and national platforms that do not enforce local requirements. The ordinance is not solely a response to recent incidents but part of a broader effort to balance neighborhood impacts, enforcement limitations, and housing needs. He expressed support for moving the ordinance forward with the intent to revise provisions related to owner-occupied rentals. He directed legal and planning staff to address those concerns before final adoption.

Council closed the public hearing at 7:07 p.m.

Upon a motion made by Mayor Rickenmann and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to Ordinance No.: 2025-107 – Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 4: Use Regulations Sec. 17-4.2 Principal Uses and Sec. 17-9.3 Use Classification and Interpretation. Mr. Brennan abstained from voting due to a potential conflict of interest.

ZONING / PLANNING MATTERS - FIRST READING

28. ANNEXATION, INTERIM FUTURE LAND USE MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT for 1227 and 1235 Bakersfield Road, 106, 112, 118, 119, 130, 131 and 140 Diamond Lane, and 1049, 1057, and 1065 Statler Road, TMS# 07402-04-16, 07402-04-10, 07401-06-01, and 07401-06-02 – *Approved on first reading.*

Ordinance No.: 2025-106 - Annexing 1227 and 1235 Bakersfield Road, 106, 112, 118, 119, 130, 131 and 140 Diamond Lane, and 1049, 1057, and 1065 Statler Road, Richland County TMS# 07402-04-16, 07402-04-10, 07401-06-01, and 07401-06-02 – Approved on first reading.

Proposal: Request to annex the property, assign the interim land use classification of Urban Core Community Activity Center (UCAC-2) and Urban Edge Residential Large Lot (UER-2) and assign interim zoning of Community Activity Center/Corridor District (CAC) and Residential Single Family Large Lot District (RSF-1) for a pending annexation. The property is currently classified as Mixed-Use Corridor and Mixed Residential (High Density) in a Priority Investment Area and Community Activity Center with a portion in a Neighborhood Activity Center and zoned General Commercial (GC) and Residential 2 (R2) by Richland County.



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Council District: 2

Applicant: Word of God Church and Ministries

Staff Recommendation: Approval

PC Recommendation: 11/13/2025; Approval (8-0)

Upon a motion made by Mr. Brennan and seconded by Mr. Brown, Council voted unanimously to give first reading approval to the Annexation, Interim Future Land Use Map Amendment, and Interim Zoning Map Amendment for 1227 and 1235 Bakersfield Road, 106, 112, 118, 119, 130, 131 and 140 Diamond Lane, and 1049, 1057, and 1065 Statler Road, TMS# 07402-04-16, 07402-04-10, 07401-06-01, and 07401-06-02 **and** Ordinance No.: 2025-106 - Annexing 1227 and 1235 Bakersfield Road, 106, 112, 118, 119, 130, 131 and 140 Diamond Lane, and 1049, 1057, and 1065 Statler Road, Richland County TMS# 07402-04-16, 07402-04-10, 07401-06-01, and 07401-06-02.

Mayor Rickenmann left the meeting at 7:12 p.m.

ORDINANCES - FIRST READING

29. Ordinance No.: 2025-101 - Granting an encroachment to Shawn Eubanks for the use of the right of way area of the 6100 block of Hampton Leas Lane for the installation and maintenance of a wooden fence adjacent to 1 Copperfield Court, Richland County TMS# 13713-02-41 – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Bailey, Council voted unanimously to give first reading approval to Ordinance No.: 2025-101 - Granting an encroachment to Shawn Eubanks for the use of the right of way area of the 6100 block of Hampton Leas Lane for the installation and maintenance of a wooden fence adjacent to 1 Copperfield Court, Richland County TMS# 13713-02-41. Mayor Rickenmann was not present for the vote.

30. Ordinance No.: 2025-108 - Approval for Granting an Easement to Dominion Energy South Carolina, Inc. along a Portion of City-Owned Property Located at 191 Calhoun Street and Identified as Richland County TMS#09006-08-02 & 03 and TMS#07314-02-05 for Installation of Electric Lines for the new water pumps at the Columbia Canal Water Treatment Plant; CF#250-679 – *Approved on first reading.*



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Upon a motion made by Mr. Bailey and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to Ordinance No.: 2025-108 - Approval for Granting an Easement to Dominion Energy South Carolina, Inc. along a Portion of City-Owned Property Located at 191 Calhoun Street and Identified as Richland County TMS#09006-08-02 & 03 and TMS#07314-02-05 for Installation of Electric Lines for the new water pumps at the Columbia Canal Water Treatment Plant; CF#250-679. Mayor Rickenmann was not present for the vote.

Mayor Rickenmann returned at 7:12 p.m.

31. Ordinance No.: 2025-109 - Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and The Kessler Enterprise, Inc., and any necessary deeds, assignments, bills of sales and other closing documents for the sale of Washington Square Office Building, 1136 Washington Street, Richland County TMS #09013-05-02, Washington Plaza Parking Garage, 1112 Washington Street, TMS #09013-05-01, and Washington Plaza Retail Shops, TMS #09013-05-18 - *Approved on first reading.*

Upon a motion made by Mr. Brennan and seconded by Mr. Brown, Council voted unanimously to give first reading approval to Ordinance No.: 2025-109 - Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and The Kessler Enterprise, Inc., and any necessary deeds, assignments, bills of sales and other closing documents for the sale of Washington Square Office Building, 1136 Washington Street, Richland County TMS #09013-05-02, Washington Plaza Parking Garage, 1112 Washington Street, TMS #09013-05-01, and Washington Plaza Retail Shops, TMS #09013-05-18.

EVENT RESOLUTIONS

32. Resolution No.: R-2025-084 - Authorizing consumption of beer and wine beverages only at First Thursday on Main Street (February to December 2026) - *Approved*

Upon a motion made by Mr. Brennan and seconded by Mayor Rickenmann, Council voted unanimously to approve Resolution No.: R-2025-084 - Authorizing consumption of beer and wine beverages only at First Thursday on Main Street (February to December 2026).



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 16, 2025

CITY COUNCIL COMMITTEE REFERRALS, REPORTS AND NEW BUSINESS

Upon a single motion made by Mr. Bailey and seconded by Mr. Brennan, Council voted unanimously to approve **Items 33** through **35**.

33. Council is asked to refer the development of a comprehensive artificial intelligence strategy and policy to the City Manager and Executive Leadership Team, as requested by the Honorable Tyler Bailey. – *Approved*

Councilor Bailey referred the development of a comprehensive Artificial Intelligence (AI) strategy and policy framework for the City of Columbia to the City Manager and Executive Leadership Team. This assessment should include: (1) an inventory and evaluation of current AI technologies and systems in use across city departments; (2) identification of opportunities to leverage AI to improve operational efficiency, enhance service delivery, and support data-driven decision-making; (3) establishment of ethical guidelines and governance structures to ensure responsible, transparent, and equitable AI deployment that protects privacy, mitigates bias, and maintains public trust; and (4) recommendations for employee training and public engagement on AI adoption.

34. Council is asked to refer the development of an incentive package to attract an urgent care facility to North Columbia to the Community Development Committee, as requested by the Honorable Tyler Bailey. – *Approved*

Councilor Bailey referred an assessment of healthcare access gaps in North Columbia and the development of potential incentives to attract an urgent care medical facility to serve this area to the Community Development Committee. The committee should explore available incentive mechanisms including but not limited to expedited permitting processes, fee waivers, zoning flexibility for medical uses, and potential tax considerations, while reviewing best practices from other municipalities that have successfully attracted urgent care facilities to underserved areas. The committee should consult with the Planning Department, Economic Development staff, and healthcare providers to return with recommendations.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 16, 2025

35. Council is asked to refer the development of a flag display policy for city government property and public facing facilities to the Administrative Policy Committee, as requested by the Honorable Tyler Bailey – *Approved*

Councilor Bailey referred the development of a policy governing the display of flags on City of Columbia government property and in public-facing spaces within municipal facilities to the Administrative Policy Committee. This policy should establish clear guidelines for official flag displays on government grounds, building exteriors, and shared public spaces, while respecting employees' First Amendment rights in personal workspaces. The committee should review best practices from other municipalities and return with recommendations for development of a resolution governing flag display.

Councilor McDowell reported that the Administrative Policy Committee met to review honorary street naming applications and endorsed them both for City Council's consideration. The first application honors Mr. Curtis Elkins by recognizing his leadership and lasting impact in the Golden Acres community, where he was known as "Mr. Golden Acres." The second application honors Rosewood Elementary School at 3200 Rosewood Drive and 200 South Ravenel Street by recognizing its 100 years of service to the community.

Upon a motion made by Mr. McDowell and seconded by Mayor Rickenmann, Council voted unanimously to endorse the honorary naming applications for Mr. Curtis Elkins and Rosewood Elementary School.

Upon a motion made by Mr. Brennan and seconded by Mr. Bailey, Council voted unanimously to approve the referral of a food pantry app (NeedNoMore) pilot program to the Community Development Committee.

PUBLIC INPUT

Ms. Diane Wiley, 4036 Webb Street spoke about a newly established business on Bronx Street, citing the placement of trash bins near homes, a church, and apartments without prior neighborhood notification. She expressed concerns about sanitation, pests, and zoning communication. She requested that the city engage with residents and stakeholders. A meeting with the business owner is expected next month.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 16, 2025

Mr. Michael Dalton spoke about an incident in which he was removed by police while busking downtown despite holding a valid busker permit and complying with city ordinance requirements. He requested that the city review enforcement practices and clarify guidance to ensure lawful street performances are permitted.

Ms. Kay Moore stated that Columbia's primary challenge is a drug and housing instability crisis rather than homelessness. She described children relying on school meals and families being displaced to hotels due to rising rents and inflation. She presented a proposed initiative which would provide tiered housing solutions ranging from immediate capsule-style shelter units to transitional and family housing.

Ms. Jessica Thomas questioned Item 31 and the bidding process based on an article she read. She expressed concern that a higher offer was reportedly submitted while the selected agreement involved a lower purchase price, additional taxpayer costs, and the loss of parking.

Mayor Rickenmann clarified that there were multiple unsolicited proposals that were submitted.

Ms. Teresa Wilson, City Manager added that the process for the Washington Square property was not a bid-based procurement but a publicly discussed redevelopment effort focused on achieving the highest and best use of City-owned property. She stated that the City engaged a commercial broker to solicit and evaluate letters of interest in alignment with established policy goals for the corridor. Decisions were based on long-term redevelopment objectives rather than just the purchase price. She also expressed concern that recent media coverage mischaracterized the process without consulting City staff involved in its development.

There was discussion about accepting a lower purchase price; the inclusion of a \$400,000 tenant upfit allowance; the transfer of parking access; and how these elements support a large-scale redevelopment, with staff emphasizing the selected developer's capacity to deliver a transformative mixed-use project with long-term economic, cultural, and tax benefits.

ADJOURNMENT

The meeting was adjourned at 7:45 p.m.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 16, 2025**

Respectfully submitted:

Erika D. Moore Hammond, MMC, CPM
City Clerk



MEETING DATE: January 6, 2026

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Contract for Security and Operations at the Transitions Homeless Center, as requested by the Homeless Services Department on December 17, 2025. Award to Midlands Housing Alliance, Inc., in an amount not to exceed \$243,750.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date of June 30, 2026. This firm is located in Columbia, SC.

REQUISITION NO.: R238283

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Rapid Shelter Homeless - Special Contracts - Midlands Housing Alliance (1014501-638304). The original budget amount is \$243,750.00.

ATTACHMENTS:

- **#a:** Memo for Council - MHA Contract (PDF)
- **#b:** MHA Contract (PDF)

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

FROM: Ms. Kameisha Heppard, LMSW Director – Homeless Services
Mrs. Shannon Lizewski, Director of Procurement and Contracts/Purchasing Agent

DATE: December 30, 2025

SUBJECT: Recommendation for Approval – of The Midlands Housing Alliance (MHA) professional contract

This memorandum is submitted for City Council’s review and approval of a revised security services contract for Midlands Housing Alliance (MHA).

City Council previously approved the contract for an initial term of **July 1, 2025 through September 30, 2025**, with the intent to conduct quarterly monitoring to assess the need for continued support.

To date, **\$62,500** has been expended, leaving a remaining balance of **\$243,750** for the period **October 1, 2025 through June 30, 2026**.

The revised contract maintains the quarterly monitoring and review process; however, it eliminates the need to execute a new contract each quarter. This revision reduces administrative burden while preserving Council oversight and fiscal accountability.

Approval of the revised contract is respectfully requested.

Please advise if additional information is required.

STATE OF SOUTH CAROLINA)
) **AGREEMENT BETWEEN THE CITY OF COLUMBIA**
) **AND THE MIDLANDS HOUSING ALLIANCE, INC.**
 COUNTY OF RICHLAND) **(2025 Main Street, Columbia, SC)**

WHEREAS, the City of Columbia (hereinafter "City") has agreed to provide financial assistance up to but not to exceed Two Hundred Forty-Three Thousand Seven Hundred Fifty and No/100 Dollars (\$243,750.00) Dollars to The Midlands Housing Alliance, Inc. (hereinafter "MHA") in conjunction with the operation of its facility located at 2025 Main Street, Columbia, South Carolina, subject to certain terms, conditions and contingencies; NOW, THEREFORE,

For and in consideration of the following terms, conditions and contingencies, the receipt and sufficiency of which are hereby acknowledged, the City and MHA agree as follows:

Financial Assistance. The City agrees to provide financial assistance to the Midland Housing Alliance ("MHA") in an amount not to exceed Two Hundred Forty-Three Thousand Seven Hundred Fifty and No/100 Dollars (\$243,750.00) for the City's fiscal year 2025–2026, in conjunction with the operation of MHA's facility located at 2025 Main Street, Columbia, South Carolina (the "Facility").

Conditions of Funding. The financial assistance described herein is subject to all terms, conditions, and contingencies set forth in this Agreement. MHA must meet and uphold these requirements at all times to remain eligible for continued funding.

Quarterly Review. This Contract shall be reviewed on a quarterly basis to determine whether financial support will continue. Continuation of funding is contingent upon MHA's compliance with all obligations contained in this Agreement.

The term of this Agreement will commence on **October 1, 2025**, and will end on **June 30, 2026**.

a) MHA agrees that it will make a good faith effort to secure financial assistance from Richland and Lexington County, funding in an amount equal to or substantially similar to the City of Columbia's funding and provide documentation of request and amount awarded.

b) One Hundred Eighty-Seven Thousand Five Hundred and No/100 Dollars (\$187,500) in City funds shall be used by MHA exclusively for security services. These services shall include regular external perimeter patrols of the facility, addressing any loitering, conducting equipment checks, and performing criminal background and outstanding warrant checks on all residential program clients. Fifty-Six Thousand Two Hundred Fifty and No/100 Dollars (\$56,250) shall be used as general operating funds to cover expenses as determined by MHA; and,

c) MHA outreach and leadership will attend the regular meetings held by Columbia Police Department and Homeless Services with representatives from neighborhood associations, the Columbia Downtown Business Improvement District, area churches or any other person or entity expressing a desire to attend to discuss public safety, issues related to the operation of the facility, and unsheltered concerns

d) The MHA CEO or designated representative will attend the Downtown Neighborhoods Coalition monthly meeting on the first Friday of every month to discuss any homeless issue and,

e) Columbia City Council will appoint a representative from the Coalition of Downtown Neighborhoods Association and one At-large City Councilmember or a designee to the MHA's Board of Directors and each appointee shall have full voting rights; and,

f) MHA will provide to the City MHA's FY25-26 budget with designated fund sources prior to City funding being released to MHA; and,

g) MHA will provide the City with such information as the City may request to demonstrate to the City's satisfaction that MHA has adequate funding to fully operate its facility during its fiscal year excluding the funding provided by the City prior to funding being released; and,

h) MHA will make attendance records from the facility available on an on-going basis to community safety officers looking for specific individuals; and,

i) MHA will provide to the Community Development Department as requested, and no less than annually and no later than July 31st, the following information:

a. Data as requested by the department on Transitions clients that is submitted to HMIS registration.

b. Program outcomes to be defined in coordination with the City's Director of Homeless Services for FY 2025/2026

j) If all terms, conditions, and contingencies have been met, the City will reimburse MHA in monthly installments for expenses related to security services and general operating costs incurred in the prior quarter. These reimbursements are subject to the appropriation of funds by the Columbia City Council. Services must be rendered during the fiscal year beginning July 1 and ending September 30 of the year in which the funds are awarded. Requests for reimbursements must be submitted in writing and include copies of paid receipts or payroll documentation sent to the City Manager, PO Box 147, Columbia, SC 29217 within fifteen (15) days of the end of the quarter to be reimbursed. If the City is not satisfied with the accounting, the City may request additional information and make payment when it is satisfied the expenses were for security, criminal background and outstanding warrant checks on all clients, or other general operating expenses, make a partial reimbursement or make no reimbursement at all.

MHA acknowledges and agrees that it is being supported in whole or in part by public funds making it subject to the South Carolina Freedom of Information Act. Any documents or other information provided to the City pursuant to this Agreement shall be deemed as a public record under the South Carolina Freedom of Information Act and made available to the public. MHA also agrees it 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.

If MHA ceases its operations and/or services at the property, the City shall have the right of first refusal to purchase the property at a price and upon such terms and conditions as the parties may negotiate and mutually agree. MHA will provide the City with written notification of its decision to cease operations and/or services at the property. Within thirty (30) days of receipt of the written notification, the City shall exercise the right of first refusal to purchase the property by giving written notice to MHA requesting that the parties commence with negotiations as to price and terms and conditions of purchase.

Either party may terminate this Agreement at any time without cause by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

If MHA fails to comply with any of the aforesaid terms, conditions and contingencies at any time, City will have the right to immediately terminate this Agreement by giving written notice to MHA of such

termination.

If this Agreement is terminated, neither party shall have nor owe any further obligations to the other after the effective date of termination.

The parties may amend this Agreement at any time provided that such amendment is executed in writing and signed by a duly authorized representative of both parties.

In the event any provision(s) of this Agreement are held to be invalid, illegal, or unenforceable for any reason, the remainder of this Agreement, shall remain to be in full force and effect, enforceable in accordance with its terms as if such provision(s) had not been included, or had been modified as provided below, as the case may be. To carry out the intent of the parties hereto as fully as possible, the invalid, illegal or unenforceable provision(s), if possible, will be deemed modified to the extent necessary and possible to render such provision(s) valid and enforceable.

In performing its obligations hereunder, the MHA will comply with all applicable federal, state and local laws, regulations and ordinances.

Nothing contained in this Agreement shall be construed as conferring upon any other party the rights of a third-party beneficiary.

Except as otherwise provided herein, all notices required to be given or authorized to be given pursuant to this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail postage prepaid to:

In the case of the City:

Mayor
City of Columbia
P.O. Box 147
Columbia, SC 29217

With a copy to:

City Manager
City of Columbia
P.O. Box 147
Columbia, SC 29217

In the case of the MHA:

Chief Executive Officer
The Midlands Housing Alliance, Inc.
2025 Main Street
Columbia, South Carolina 29201

The City and the MHA, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices will be sent.

This Agreement shall be construed under the laws of the State of South Carolina. MHA agrees to subject itself to the jurisdiction and venue of the Circuit Courts in Richland County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof.

Any approvals required from the City will be deemed given if provided by the City Manager or his designated City representative.

This Agreement represents the entire understanding and Agreement between the parties hereto and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding same.

The failure of either MHA 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 provisions or of any other provision of this Agreement at any other time. Waiver of any breach of this Agreement by MHA or the City shall not constitute waiver of a subsequent breach.

IN WITNESS WHEREOF, the parties have entered into this Agreement which shall have an effective date on the date last signed by an authorized representative of either party.

Witnesses as to City:

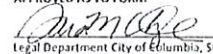
CITY OF COLUMBIA

By: _____

Teresa Wilson,

Its: City Manager

APPROVED AS TO FORM

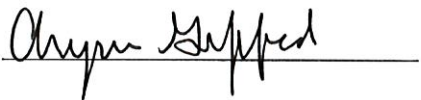

Legal Department City of Columbia, SC

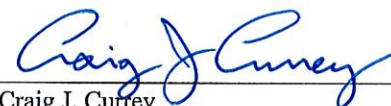
Date: _____

11/6/2025

Witnesses as to the MHA:

The Midlands Housing Alliance, Inc.



By: 

Craig J. Currey

Its: Chief Executive Officer

11/6/2025

Date: 6 NOV 2025

Appendix A
Rapid Shelter Columbia
Scope of Services
October 1, 2025 through June 30, 2026

Operational Assistance

In partnership with the City of Columbia, the Midlands Housing Alliance (MHA) will provide the following services to support the operation and public safety of the facility:

- **Attending Regular Public Safety Meetings:** MHA will attend regular meetings with the Columbia Police Department to address public safety, operational concerns, and homelessness-related issues.
- **Community Engagement:** An MHA representative will attend the monthly Downtown Neighborhood Coalition meetings to maintain open communication with local stakeholders.
- **Security Patrols:** MHA security personnel will conduct routine external perimeter patrols and respond to any incidents of loitering around the facility.
- **Budget Submission:** The FY25–26 budget will be submitted to the City prior to the release of any allocated funding.

Budget Summary

Security Service Expenses:
\$187,500

General Operating Expenses:
\$56,250



MEETING DATE: January 6, 2026

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Professional Services Contract for Treatment, Prevention, Training, and Research to combat the opioid epidemic, as requested by the Homeless Services Department on December 17, 2025. Award to The Courage Center in an amount not to exceed \$113,500.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date of September 30, 2026. This vendor is located in Columbia, SC.

REQUISITION NO.: R238063

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: State of South Carolina Grant Control - FY2026 SCORE Homeless Services - Special Contracts (2209999-SCORE126HS-638300) in the amount of \$113,500.00. The original budget amount is \$113,500.00.

ATTACHMENTS:

- **#a:** Memo for Council - TCC Contract (PDF)
- **#b:** Courage Center Contract (PDF)

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

FROM: Ms. Kameisha Heppard, LMSW Director – Homeless Services
Mrs. Shannon Lizewski, Director of Procurement and Contracts/Purchasing Agent

DATE: December 30, 2025

SUBJECT: Recommendation for Approval – of The Courage Center (TCC) professional contract

This memorandum is submitted for City Council’s review and approval of The Courage Center’s contract to provide Peer Support at Rapid Shelter Columbia and the Recovery Community Center.

The proposed contract term is **October 1, 2025 through September 30, 2026**, in an amount **not to exceed \$113,500**

Approval of the contract is respectfully requested.

Please advise if additional information is required.

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

THIS AGREEMENT entered into this 1st day of October, 2025 between The City of Columbia (hereinafter called the "City"), its successors and assigns, and The Courage Center (hereinafter called the "Professional").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Professional.

NOW, THEREFORE, THE parties hereto do mutually agree as follows:

1. EMPLOYMENT OF PROFESSIONAL

The City hereby engages the Professional and the Professional hereby agrees to perform the services hereafter set forth.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Professional shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Appendix A attached hereto.

The service of the Professional is to commence as set forth in Appendix A.

3. METHOD OF PAYMENT

- A. It is agreed that in no event will the total compensation to be paid for providing services hereunder exceed One hundred thirteen Thousand Five Hundred and 00/100 (\$113,500.00) Dollars as specified in Appendix A, Peer Support at the Recovery Community Center.

The decision to request Professional to provide additional resources under this Agreement is at the sole discretion of the City and not subject to any decision of the Contractor or outside parties.

- B. Payment will be made as stated in Appendix A along with associated expenses. Each detailed invoice submitted must describe the services for which pay is requested, and shall bear the signature of the Professional, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.
- C. Invoices must be submitted in writing via email to the City of Columbia Accounts Payable accountspayable@columbiasc.gov and include Purchase Order number once assigned. If the City is not satisfied with the accounting, the City may request additional information

and make payment when it is satisfied the expenses were for agreed upon deliverables stated in Appendix A.

- D. When applicable, professional is responsible for properly paying and recording all payments made to subcontractors for services under this Agreement.
- E. Professional is responsible for all applicable licenses and permits required to perform services associated with this contract.

4. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Professional under this Contract are confidential and the Professional agrees that they shall not be made available to any individual or organization nor shall there be communication with the media or other outside sources regarding the Project without the prior approval of the City. The Professional agrees to maintain the confidentiality of program consumers and will not release personal or identifiable information without the express, signed consent of the consumer.

5. ACCESS TO RECORDS

The Professional 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.

6. 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 Professional.

7. AMENDMENTS

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

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

8. ASSIGNABILITY/SUBCONTRACTING

The Professional 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 Professional

shall be as fully responsible to the City for the acts and omission of its sub-professionals, as it is for the acts and omissions of persons directly employed by him.

The Professional shall furnish and cause each of its Sub-Professionals to furnish all information and reports required hereunder.

9. INDEPENDENT CONTRACTOR

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

10. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Professional shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Professional 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 Professional 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 Professional 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 Professional and the City may withhold any payments to the Professional until such time as the exact amount of damages due to the City from the Professional is determined.

11. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Professional 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.

12. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE

The Professional shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out the Professional's performance or nonperformance of the services or subject matter called for in this agreement.

The professional shall maintain malpractice or errors and omissions insurance at all times during the performance of this Contract.

13. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Professional shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Professional shall take affirmative action to insure that applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, 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 Professional 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 Professional shall state that it is an Equal Opportunity or Affirmative Action employer and all qualified applicants 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 Professional will incorporate requirements in all subcontracts for program work.

14. SEVERABILITY

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

15. COMPLIANCE WITH LOCAL LAWS

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

16. PERSONNEL

All of the services required hereunder shall be performed by the Professional 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 Opioid Program.

The Professional represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under the Contract.

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

WITNESSES AS TO CITY:

CITY OF COLUMBIA

BY:

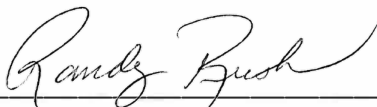
ITS: City Manager

WITNESSES AS TO PROFESSIONAL:
(Type or Print Name of Professional)

Randy Rush

Trish England

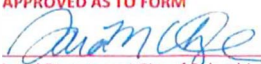
TE

BY: 

ITS: Executive Director

Federal ID NO.: 35-2577034

APPROVED AS TO FORM


Legal Department City of Columbia, SC

10/24/2025

Appendix A
The Courage Center
Scope of Services
October 1, 2025 through September 30, 2026

Services to be provided:

- **Peer Support Specialist** - identifies and engages persons with OUD and any co-occurring SUD/MH conditions. Provide counseling, peer support, recovery case management, and residential treatment with access to medications.
- The peer support specialist will engage 125 participants from Rapid Shelter Columbia (RSC) and the Recovery Community Center (RCC) that will be triaged and referred to direct services and or counseling as appropriate
 - 50 participants from (RSC) will actively participate in peer support and counseling in treatment
 - 10% of RSC Residents will be referred to a detox or MAT Facility.
 - Participation in group and individual sessions at RSC will increase by 25%.
 - 75 participants from the Recovery Community Center will actively participate in peer support and counseling in treatment
 - 20% of participants from the Recovery Community will be referred to a detox or MAT facility.

<u>Salaried Personnel Expenses</u>		
<u>Line Item</u>	<u>Amount</u>	<u>Note</u>
Peer Support Specialist	\$ 103,500.00	2 full-time equivalent (FTE), exempt employee with a bachelor degree in counseling/human services or related field experience.
Contingency program	\$10,000	For RSC & RCC
Total Salaried Personnel Expenses:	\$ 113,500.00	



MEETING DATE: January 6, 2026

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Professional Services Contract to Provide Treatment, Prevention, Training and Research to combat the opioid epidemic, as requested by the Office of Neighborhood Safety and Engagement on October 9, 2025. Award to Innovative Solutions and Counseling, LLC, in an amount not to exceed \$356,624.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date nine (9) months from commencement with the option to renew for two (2) additional one (1) year periods. This firm is located in Columbia, SC.

REQUISITION NO.: R238281

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: State of South Carolina Grant Control - South Carolina Opioid Recovery Funds (SCORF) Neighborhood Safety and Community Engagement - Professional Services (2209999-SCORF124VC-636600). The original budget amount is \$356,624.00.

CLEAN WATER 2020?: No

There was one (1) responsive and responsible response and five (5) non-responsive responses received for this project under RFP007-25-26-AMS.

ATTACHMENTS:

- **#a:** Memo to Add to Council Agenda_2025-26 (PDF)
- **#b:** Final.Contract.RFP007-25-26-AMS-SCORF (PDF)



INTER-OFFICE MEMO

To: Erika Hammond, City Clerk	Date: 12/23/2025
From: Trevon Fordham, Director of Office Neighborhood Safety and Engagement	
Subject: Addition to the Council Agenda	

Greetings Mrs. Hammond,

This memo is to request an item to be added to the Council's agenda for the January 6, 2025 meeting. A professional services contract with supporting exhibits was submitted and approved by Legal.

Background:

The City of Columbia Office of Neighborhood Safety and Engagement applied for funding from the South Carolina Opioid Recovery Fund (SCORF) to enter into professional service contractual agreements for community organizations to provide treatment, prevention, training, and research to combat the opioid epidemic. By providing treatment, recovery, preventative trainings, and other supportive services, this office aims to provide the maximum benefit for the largest number of people impacted by the opioid epidemic.

On October 1, 2025, the City of Columbia Office of Neighborhood Safety and Engagement was awarded SCORF funds for Naloxone or Other FDA-Approved Drug to Reverse Opioid Overdose, MAT Distribution and other Opioid-Related Treatment, Expansion of Warm Hand-Off Programs, Prevention Programs, Evidence-Based Data Collection, and Training as set forth in South Carolina's Guide to Approved Uses for Investing Opioid Settlement Funds.

This contract was created after completing the prescribed guidelines set forth by the City of Columbia Procurement & Contracts bid process. This contract is associated with Requisition #238281.

Language for the Agenda:

Council is asked to approve a new Professional Services Contract for the 2025 SCORF Project COLCTY100125; South Carolina Opioid Recovery Fund (SCORF), as requested by Office of Neighborhood Safety and Engagement. Award to Innovative Solutions and Consulting, LLC. in an amount not to exceed \$356,624 dollars. The initial term of the agreement will take effect upon approval with the performance period (as determined by SCORF) of October 1, 2025 to September 30, 2026. This firm is located in Columbia, SC. The anticipated term of the Agreement is the date of the execution of a Notice to Proceed and a valid City of Columbia Purchase Order for an initial term of nine (9) months, with the option to continue with work for two (2) additional one (1) year periods at the mutual pleasure of both parties.

Funding Source: South Carolina Opioid Recovery Fund- 2025 SCORF Project-Award # COLCTY100125. The total amount for this contract by the Office of Neighborhood Safety and Engagement is \$356,624 dollars.

Respectfully,

Trevon Fordham, Ed.D.-Director
1401 Main Street-2nd floor • Columbia, SC • 29201
(803) 545-3031
Trevon.Fordham@columbiasc.gov

Trevon Fordham, Ed.D.-Director
1401 Main Street-2nd floor • Columbia, SC • 29201
(803) 545-3031
Trevon.Fordham@columbiasc.gov



WITNESSETH:

NOW, THEREFORE, THE parties hereto do mutually agree as follows:

The City hereby engages the Professional and the Professional hereby agrees to perform the services hereafter set forth.

The Professional shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Exhibit A: Scope of Services and Exhibit B: Schedule for Completion of Services, attached hereto. The service of the Professional is to commence as set forth in Exhibit A and Exhibit B.

The anticipated term of the Agreement is the date of the execution of a *Notice to Proceed and a valid City of Columbia Purchase Order* for an initial term of nine (9) months, with the option to continue with work for two (2) additional one (1) year periods at the mutual pleasure of both parties.

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

3. METHOD OF PAYMENT

- A. It is agreed that in no event will the total compensation to be paid for providing services hereunder exceed Three Hundred Fifty-Six Thousand Six Hundred Twenty-Four and 00/100 (\$356,624.00) Dollars as specified in Exhibit A, Exhibit B, and Exhibit C: Compensation, 2025 SCORF Project COLCTY100125.

Upon written request from the Professional, the City may authorize an advance payment not to exceed one-third (1/3) the total amount of this Agreement within the first 60 days. The advanced funds will be expended in a manner described by the Professional and approved by the City.

The decision to request the Professional to provide additional resources under this Agreement is at the sole discretion of the City and not subject to any decision of the Professional or outside parties.

- B. Payment will be made for completed services stated in Exhibit A and Exhibit B, along with associated expenses. Each detailed invoice submitted must describe the services for which pay is requested, and shall bear the signature of the Professional, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.
- C. Invoices must be submitted in writing via email to the Office of Neighborhood Safety and Engagement NeighborhoodSafety@columbiasc.gov , and include Purchase Order number once assigned. If the City is not satisfied with the accounting, the City may request additional information and make payment when it is satisfied the expenses were for agreed upon deliverables stated in Exhibit A and Exhibit B.
- D. When applicable, the Professional is responsible for properly paying and recording all payments made to subcontractors for services under this Agreement.
- E. When applicable, the Professional is responsible for all applicable licenses and permits required to perform services associated with this contract.
- F. The City shall bear no responsibility for verifying, guaranteeing, or ensuring that any employees or subcontractors engaged by the Professional receive compensation following the City's payment to the Professional.

4. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Professional under this Agreement are confidential and the Professional agrees that they shall not be made available to any individual or organization nor shall there be communication with the media or other outside sources regarding the Project without the prior approval of the City.

5. ACCESS TO RECORDS

The Professional 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.

6. COPYRIGHT

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

7. PERFORMANCE REPORTING

The Professional agrees to submit monthly performance reports, using forms provided by the City, on its progress in meeting its agreed upon tasks as outlined in Exhibit A and Exhibit B. Unsatisfactory reporting by the Professional may lead to action described under paragraph 10: Termination of Contract.

8. AMENDMENTS

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

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

9. ASSIGNABILITY/SUBCONTRACTING

The Professional 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 Professional shall be as fully responsible to the City for the acts and omission of its sub-professionals, as it is for the acts and omissions of persons directly employed by him.

The Professional shall furnish and cause each of its Sub-Professionals to furnish all information and reports required hereunder.

10. INDEPENDENT CONTRACTOR

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

11. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Professional shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Professional 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 Professional of such termination and specifying the effective date thereof, at least seven (7) 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 Professional 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 Professional and the City may withhold any payments to the Professional until such time as the exact amount of damages due to the City from the Professional is determined.

12. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Professional 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.

13. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE

The Professional shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out the Professional's performance or nonperformance of the services or subject matter called for in this agreement.

The professional shall maintain malpractice or errors and omissions insurance at all times during the performance of this Contract.

14. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Professional shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Professional shall take affirmative action to ensure that applicants for employment, without regard to their race,

creed, color, religion, ancestry, sex, 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 Professional 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 Professional shall state that it is an Equal Opportunity or Affirmative Action employer and all qualified applicants 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 Professional will incorporate requirements in all subcontracts for program work.

15. SEVERABILITY

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

16. COMPLIANCE WITH LOCAL LAWS

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

17. PERSONNEL

All of the services required hereunder shall be performed by the Professional 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 Exhibit A and Exhibit B.

The Professional represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under the Contract.

18. NOTICE All notices and communications in connection with this Contract will be addressed to the following:

City of Columbia

Name: Dr. Trevon Fordham
 Title: Director
 Address: 1401 Main Street, Suite 215
 Columbia, SC 29201
 Phone: (803) 545-3031
 Email: NeighborhoodSafety@columbiasc.gov

Innovative Solutions Counseling and Consulting, LLC

Name: Christina C. Wildy
 Title: Chief Executive Officer
 Address: 1620 Lady Street, Suite B
 Columbia, SC 29201
 Phone: (803) 252-4111
 Email: Admin@isolutionssc.com

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

WITNESSES AS TO CITY:

CITY OF COLUMBIA

BY: _____

ITS: City Manager

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

12/17/2025

WITNESSES AS TO PROFESSIONAL:
(Type or Print Name of Professional)

Aria L. Dozier

[Signature]

Federal ID NO.: *45-70097169*

Christina C. Wildy

BY: *Christina C. Wildy*

ITS: *Chief Executive Officer*

List of Exhibits

Exhibit A – Scope of Services (Statement of Work)

Exhibit B – Schedule for Completion of Services (Timeline)

Exhibit C – Compensation



MEETING DATE: January 6, 2026

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve the Annual Renewal of Cityworks Software and License Support, as requested by the Information Technology Department on December 8, 2025. Award to Azteca Systems, LLC, in the amount of \$117,985.14. The term of this renewal is from January 15, 2026 to January 14, 2027. This vendor is located in Dayton, OH.

REQUISITION NO.: R238077

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Public Works Administration – Software License (1011124-627510) \$6,680.47; Public Works Administration - Software License (1011124-627510) \$3,170.47; Forestry Horticulture - Software License (1011217-627510) \$9,180.47; Streets Street and Sidewalk Repair - Software License (1013201-627510) \$3,680.47; Traffic Operations - Software License (1013204-627510) \$4,680.47; Streets - Storm Drains - Software License (5534203-627510) \$3,180.47; Streets - Water and Sewer Repair - Software License (5513202-627510) \$3,680.46; Customer Care - Software License (5511407-627510) \$4,680.46; Meter Reading - Software License (5516202-627510) \$16,680.47; Solid Waste Street Sweeping - Software License (5534408-627510) \$11,680.46; Utilities Wastewater Maintenance - Software License (5516205-627510) \$50,690.47. The original budget amount is \$117,985.14.

ATTACHMENTS:

- **#a:** City Works renewal cover memo(PDF)
- **#b:** APPROVED - 25028820 - Q-42497-2 Columbia SC Renewal Quote (PDF)



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

FROM: Missy Caughman, Assistant City Manager, Strategic Initiatives and Innovations
Clint Shealy, Assistant City Manager, Columbia Water
Sylvia White, Chief Information Officer, Information Technology

SUBJECT: 2026 Renewal of Cityworks Software and License Support

The Department of Procurement and Contracts, in coordination with the Information Technology, Program Management, and Columbia Water Departments, respectfully request your review and approval to procure the Annual Renewal for the 2026 Cityworks Software and License Support. The amount of this annual renewal is \$117,985.14 (R238077), and the term covered by these funds is January 15, 2026, through January 14, 2027. This vendor, Azteca (Trimble) is located in Sandy, UT.

Approval of the Cityworks annual renewal will enable the City of Columbia to continue providing enhanced services to our community through the use of this GIS-centric work order management system, which includes direct integrations to MyCOLASC and the City's utility billing systems, Hansen Banner.

Funding Sources for this procurement include: Public Works Administration – Software License (1011124-627510) \$6,680.47; Public Works Administration - Software License (1011124-627510) \$3,170.47; Forestry Horticulture - Software License (1011217-627510) \$9,180.47; Streets Street and Sidewalk Repair - Software License (1013201-627510) \$3,680.47; Traffic Operations - Software License (1013204-627510) \$4,680.47; Streets - Storm Drains - Software License (5534203-627510) \$3,180.47; Streets - Water and Sewer Repair - Software License (5513202-627510) \$3,680.46; Customer Care - Software License (5511407-627510) \$4,680.46; Meter Reading - Software License (5516202-627510) \$16,680.47; Solid Waste Street Sweeping - Software License (5534408-627510) \$11,680.46; Utilities Wastewater Maintenance - Software License (5516205-627510) \$50,690.47. The original budget amount is \$117,985.14.

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



Azteca Systems, LLC - Cityworks
5475 Kellenburger Road
Dayton, OH 45424

Quote Number Q-42497-2
Created Date 12/2/2025

Contact Information

Contact Name:	Carmen Flemming	Prepared By Name:	Kristi Ross
Customer:	Columbia (SC), City of	Prepared By Phone:	(916) 294-2234
Contact Address:	1401 Main Street Columbia, SC 29201	Prepared By Email:	kristi_ross@trimble.com

Quote Lines

Product Name	Quantity	Net Unit Price
AMS ELA Premium	1.00	USD 117,985.14
Respond - AMS	1.00	USD 0.00
Mobile Native Apps (iOS/Android) - AMS	1.00	USD 0.00
Storeroom	1.00	USD 0.00
Equipment Checkout	1.00	USD 0.00
Contracts	1.00	USD 0.00
Cityworks for Excel	1.00	USD 0.00
Cityworks Analytics - AMS	1.00	USD 0.00
eURL - AMS	1.00	USD 0.00
Operational Insights	1.00	USD 0.00
Workload - AMS	1.00	USD 0.00
Web Hooks - AMS	1.00	USD 0.00
CCTV Interface for PACP	1.00	USD 0.00
Pavement Management	1.00	USD 0.00
Performance Budgeting	1.00	USD 0.00
Service Request API	1.00	USD 0.00
Citizen Engagement API	1.00	USD 0.00
Work Order API - Basic	1.00	USD 0.00
Work Order API - Extended	1.00	USD 0.00
Inspection API	1.00	USD 0.00
Metrics API	1.00	USD 0.00
Storeroom API	1.00	USD 0.00
TOTAL:		USD 117,985.14

Notes

Year 1 Dollar Value	USD 117,985.14	Year 1 Date Range	1/15/2026 - 1/14/2027
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Maintenance Start Date: 1/15/2026 **Maintenance End Date:** 1/14/2027

Quote Notes:

Price has increased to reflect adjustment from the previous year. This change will take effect on your next annual renewal.

DISCLAIMER. PLEASE BE ADVISED THAT THE PRODUCTS ASSOCIATED WITH THIS QUOTE MAY NO LONGER BE SUBJECT TO ENHANCEMENTS OR MAINTENANCE. WE URGE YOU TO CONSULT THE COMMUNICATION SENT OUT CONCERNING UPDATES TO CITYWORKS SOFTWARE SUPPORT & YOUR PATH FORWARD AND SUNSETTING. THE PRICE INDICATED HEREIN SHALL CONSTITUTE THE RENEWAL RATE OFFERED UNDER YOUR CURRENT AGREEMENT AS AMENDED BY THIS COMMUNICATION. A COPY OF THE COMMUNICATION CAN BE PROVIDED TO YOU UPON REQUEST. YOU ARE URGED TO REVIEW THIS QUOTE THOROUGHLY AND ASSESS ANY NECESSARY ADJUSTMENTS TO YOUR SUBSCRIPTION. SHOULD THERE BE ANY INQUIRIES OR A NEED FOR FURTHER ASSISTANCE, PLEASE CONTACT US PROMPTLY. WE APPRECIATE YOUR UNDERSTANDING AND CONTINUED PARTNERSHIP.

Terms and Conditions

Payment Terms

Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For "on-prem" installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

Accepted by: _____

Title

_____/_____/_____
Date

APPROVED AS TO FORM


Legal Department City of Columbia, SC

12/9/2025

Azteca Systems, LLC - Cityworks | 5475 Kellenburger Road, Dayton, OH 45424



MEETING DATE: January 6, 2026

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Construction Contract for the installation of galvanized fencing under the Elmwood Avenue Bridge, as requested by the Public Works Department on October 13, 2025. Award to Seegars Fence Co., Inc. of the Carolinas, in an amount not to exceed \$76,286.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date thirty (30) days from commencement. This contractor is located in Columbia, SC.

REQUISITION NO.: R236950

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: General Capital Projects - Elmwood Bridge Fencing - Professional Services for Capital Projects (4039999-CP951701-658660). The original budget amount is \$76,286.00.

BUSINESS PROGRAM: Local Business Enterprise Program

CLEAN WATER 2020?: No

FOCUS AREAS: Safe Communities

There were four (4) responsive and responsible bids received for this project under BID013-25-26-JAH.

ATTACHMENTS:

- **#a:** Council Memo Fencing (DOCX)
- **#b:** Final.Contract.BID013-25-26-JAH (PDF)



Public Works Department

Interoffice Memorandum

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

FROM: Robert A Anderson, Public Works Director

SUBJECT: Fencing

DATE: 12/31/2025

The Police Department and Public Works Department are requesting City Council's approval to install fencing on the 600 block of Elmwood Avenue under the Elmwood Bridge near the Vista Greenway entrance. The cost for the fencing and installation is \$76,286. The funding source is 4039999-658660/CP951701.

The City of Columbia is initiating this project to enhance security and deter unauthorized access beneath the Elmwood Street Bridge. The installation of fencing under the bridge will create a safer environment for pedestrians, motorists, and nearby residents. It supports the City's ongoing commitment to maintaining well-secured public spaces and reducing potential unwanted activity in this area.

This project is being completed in cooperation with SCDOT. They have been involved since the first discussions and worked with the City to ensure access needed to specific areas under the bridge was accommodated. SCDOT has also agreed to reimburse the City \$30,000 for this project.

CONTRACT

City of Columbia, South Carolina

Name of Project: Fencing Project Under Elmwood Bridge

Bid # BID013-25-26-JAH

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **Seegars Fence Co., Inc. of the Carolinas** with legal address and principal place of business at **4611 Hardscrabble Rd. Ste. 109 #271, 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 [Not Applicable].

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **thirty (30)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated. There will be an additional **one hundred eighty (180)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Seventy-Six Thousand, Two Hundred Eighty-Six Dollars and Zero Cents (\$76,286.00)**.

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. **Not Applicable**

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 **zero (\$0)** per day for each calendar day of delay until the Work is complete.

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

ARTICLE 8. ASSURANCE.

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 14 Instructions to Bidders, Part 15 General Specifications, all of the City of Columbia's Engineering Regulations. (Not applicable)

9.2.7 Special Provisions. (Not applicable)

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

9.2.9 Drawings, numbered__through__, inclusive and dated. **Not Applicable**

9.2.10 Addenda number 1 to 2, inclusive.

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

ARTICLE 10. TERMINATION.

The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever by providing the Contractor with a notice of termination to be sent by registered mail, return receipt requested. Whenever the Contractor is terminated for convenience under this clause or is wrongfully terminated under any other clause of this contract, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the job prior to the effective date of the termination plus 15% or the Contractor shall be entitled to be paid a pro-rate percentage of the total contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this clause. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

ARTICLE 11. MISCELLANEOUS.

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

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

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

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

11.5 This Contract does not commit the City of Columbia to pay for any pre-bid costs. Any costs associated with IFB preparation, pre-bid conferences and any other activity prior to award of a contract shall be at the bidder's expense. Rooms, meals, travel, telephone, data processing, administrative and clerical costs associated with the project shall be at the bidder's expense.

This Contract is subject to the final approval of Council and shall become effective on the date listed on the subsequent Notice to Proceed (NTP) and City of Columbia Purchase Order. The Contractor shall not perform work on or incur any costs associated with this contract prior to the commencement date listed on the Notice to Proceed and the City issued purchase order for work outlined herein. The City assumes no liability for any expenses incurred prior to the issuance of the NTP and purchase order.

Contractor
Seegars Fence Co. Inc. of the Carolinas

BY

Dustin Smith, VP

(CORPORATE SEAL)

Attest:

Address for giving notices:

4611 Hardscrabble Rd Ste 109 # 271

Columbia, SC 29229

Date: 12-15-25

Owner
City of Columbia, SC

BY

Teresa Wilson, City Manager

APPROVED AS TO FORM

Legal Department City of Columbia, SC

12/12/2025

Attest

Address for giving notices:

Department of Procurement and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

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

EXHIBIT - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/SUBCONTRACTORS

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

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

Business Name (as shown on W9 or SAM.gov) / SAM.gov Unique Entity ID & CAGE # (Required)	City of Columbia Vendor number (Required)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract (Carry two decimals)	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code - See Key Below)
Seegars Fence Company Inc. of the Carolinas C2DWB54NLKQ4 9EXW7	V016501	Black Vinyl Fence/Gates (alternate) /Labor	\$76,286.00	100.00%	N/A	N/A
				0.00%		
				0.00%		
				0.00%		
				0.00%		
				0.00%		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female
BM – African American Male
HM – Hispanic American Male

AM – Asian American Male
FB – Non-Minority Female Owned
NF – Native American Female

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

COMBINED TOTAL SUB AMOUNT \$ 76,286.00

TOTAL CONTRACT AMOUNT: \$ 76,286.00

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

Business Name: Seegars Fence Company Inc. of the Carolinas

Representative Name/Title: Michael Winford Project Manager/Estimator

Date: 12/10/2025



MEETING DATE: January 6, 2026

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Construction Contract for the Beltline Water and Wastewater Management Facility Floor Resurfacing Project, as requested by Columbia Water on September 23, 2025. Award to E & G Builders in an amount not to exceed \$95,803.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date thirty (30) days from commencement. This contractor is located in Chapin, SC.

REQUISITION NO.: R236958

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Beltline Floor Project - Utilities Wastewater Maintenance and Building Maintenance and Repair (5516205-638100-636600). The original budget amount is \$95,803.00.

CLEAN WATER 2020?: No

PURPOSE:

E & G Builders, LLC, is the prime and will provide floor restoration services at 13.00% (\$12,495.45) of the total contract amount.

The following subcontractor will provide additional services:

Stroman Home Improvements, located in West Columbia, SC, will provide floor coating demolition and installation services at 87.00% (\$83,307.55) of the total contract amount.

There was one (1) bid received for this project under BID006-25-26-LB.

Base Bid \$95,803.00

ATTACHMENTS:

- **#a:** Departmental Memo to Council (PDF)
- **#b:** Tear Sheet (PDF)
- **#d:** Contract approved by legal (PDF)
- **#e:** E & G Updated BIR Form (PDF)



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

FROM: Mr. Stephen Nabholz, Project Manager, Wastewater Maintenance

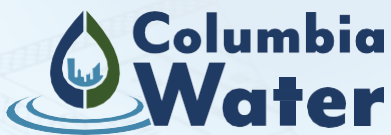
DATE: December 2, 2025

Subject: Recommendation to Award: Bid 006-25-26-LB "Beltline Floor Resurfacing"

Council is asked to approve Bid 006-25-26-LB "Beltline Floor Resurfacing" as requested by Columbia Water. Award to E&G Builders LLC headquartered in Chapin, SC in an amount not to exceed \$95,803.00.

The purpose of this project is to resurface the concrete floors in the 3rd Building at Columbia Water's 4013 West Beltline Blvd. campus to restore appearance, protect the surface from heavy traffic and equipment use, and extend the life of the flooring. The work will include all necessary preparation, cleaning, application of protective coatings, and final inspections.

\$96000 has been budgeted from the WWM FY25-26 O&M budget.



BID006-25-26-AMS Beltline Floor Resurfacing

Project Description: Resurfacing floors at the Beltline Wastewater / Water facility.

Objectives: This project is to repair damage to the floors of the heavy equipment building at 4013 W Beltline Blvd and coat them with chemical and wear resistant epoxy.

Project Type: O&M

Council District: N/A

Project Funding: This project is being funded through the WWM O&M Budgets. The total project cost is estimated to be \$96,000.

Project Contact: Stephen Nabholz, City of Columbia
Contracts Project Manager - Wastewater
803.545.3212 | stephen.nabholz@columbiasc.gov



CONTRACT

City of Columbia, South Carolina

Name of Project: Beltline Floor Resurfacing Project

Bid #:006-25-26-LB

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **E & G Builders** with legal address and principal place of business at **137 Shadow Moss Drive Chapin, SC 29036**, 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 **thirty (30)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated. There will be an additional **one hundred eighty (180)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Ninety Five Thousand Eight Hundred Three Dollars and Zero Cents (\$95,803.00)**.

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

ARTICLE 8. ASSURANCE.

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Drawings, numbered 1 through 1, inclusive.

9.2.7 Addenda number 1 to 3, inclusive.

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

ARTICLE 10. TERMINATION.

The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever by providing the Contractor with a notice of termination to be sent by registered mail, return receipt requested. Whenever the Contractor is terminated for convenience under this clause or is wrongfully terminated under any other clause of this contract, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the job prior to the

effective date of the termination plus 15% or the Contractor shall be entitled to be paid a pro-rate percentage of the total contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this clause. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

ARTICLE 11. MISCELLANEOUS.

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

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

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

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

11.5 This Contract does not commit the City of Columbia to pay for any pre-bid costs. Any costs associated with IFB preparation, pre-bid conferences and any other activity prior to award of a contract shall be at the bidder's expense. Rooms, meals, travel, telephone, data processing, administrative and clerical costs associated with the project shall be at the bidder's expense.

This Contract is subject to the final approval of Council and shall become effective on the date listed on the subsequent Notice to Proceed (NTP) and City of Columbia Purchase Order. The Contractor shall not perform work on or incur any costs associated with this contract prior to the commencement date listed on the Notice to Proceed and the City issued purchase order for work outlined herein. The City assumes no liability for any expenses incurred prior to the issuance of the NTP and purchase order.

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

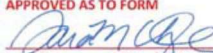
Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

APPROVED AS TO FORM

 Legal Department City of Columbia, SC

12/4/2025

Attest

Address for giving notices:

Department of Procurement and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

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

APPENDIX - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/SUBCONTR

9.e

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

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

Business Name (as shown on W9 or SAM.gov) / SAM.gov Unique Entity ID & CAGE # (REQUIRED)	City of Columbia Vendor number (REQUIRED)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
Stroman Home Improvement LLC	Awaiting Return Form	Demolition of existing coating Install new coating	83,307.55	87.00 %		BM

Key: Minority/Women Owned Business Enterprise Association Code

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

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

COMBINED TOTAL SUB AMOUNT \$ 83,307.55

TOTAL CONTRACT AMOUNT: \$ 95,803.00

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

Business Name: - E&G Builders LLC

Representative Name/Title: Brett Neal Owner

Date: 12/1/25

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

____ Stroman Home Improvement LLC _____
Company Name

Physical Address

____ 1535 Platt Spring Rd Unit 3992 _____
Mailing Address

____ West Columbia, South Carolina 29171 _____
City/State Zip Code + 4

(_ 803 _) _ 381-0699 _____ (_ _) _____
Phone number Fax number

____ DemetriusStroman _____
_ Primary Contact Name Secondary Contact Name

____ stromanhomeimpr@gmail.com _____
Primary Contact Email Address Secondary Contact Email Address

____ Federal ID # _____ Vendor # _____

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_ _) _____ (_ _) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

____ Federal ID # _____ Vendor # _____

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number

()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number

()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()

Phone number

()

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #6) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()

Phone number

()

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()

Phone number

()

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #8) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()

Phone number

()

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()

Phone number

()

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #



MEETING DATE: January 6, 2026

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Construction Contract for Project SS7653; Stebondale Road Stream Stabilization, as requested by Columbia Water on October 1, 2025. Award to Shady Grove Construction, LLC, in an amount not to exceed \$103,156.20, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date one hundred fifty (150) days from commencement. This contractor is located in Irmo, SC.

REQUISITION NO.: R237632

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - 862 Stebondale Road. Stream Stabilization - Capital Project Costs (5529999-SS765301-658650). The original budget amount is \$103,156.20.

BUSINESS PROGRAM: Local Business Enterprise Program

CLEAN WATER 2020?: No

PURPOSE:

Shady Grove Construction, LLC, is the prime and will provide retaining wall, and stream stabilization services at 91.74% (\$78,863.50) of the total contract amount.

The following subcontractor will provide additional services and materials:

New South Construction Supply, LLC, located in West Columbia, SC will provide Gabion Baskets at 8.26% (\$7,100.00) of the total contract amount.

There were seven (7) responsive and responsible bids received for this project under BID014-25-26-JAH.

The total construction time allocated for this project is one hundred fifty (150) consecutive calendar days from the commencement date as specified in the Notice to Proceed.

Base Bid	\$85,963.50
Contingency	\$17,192.70
Total	\$103,156.20

ATTACHMENTS:

- **#a:** SS7653- 862 Stebondale Rd- Memo to Council (PDF)
- **#b:** SS7653 Stebondale Tear Sheet - 2025.02.18 (PDF)
- **#c:** Final.Contract.BID-12.25.26JAHStebondaleRdStreamStabilization-signed (PDF)



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

FROM: Mr. Clint Shealy, Assistant City Manager, Columbia Water

DATE: December 18, 2025

Subject: Recommendation for Approval
862 Stebondale Rd Stream Stabilization- Construction Contract

Columbia Water respectfully requests your review and approval of the contract for 862 Stebondale Rd Stream Stabilization to provide funding for construction. The project is being finalized for construction and will allow the homeowner to safely live in or sell the property. The contract will be awarded to Shady Grove Construction, LLC in an amount not to exceed \$103,156.20. The company is located in Irmo, SC.

The project will include constructing a total of 16 gabion baskets filled rock material to prevent the stream bank from eroding. Supplemental work will include installing a construction entrance, bypass pumping, fence replacement and yard restoration. Construction is expected to be complete by spring 2026.

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

862 Stebondale Stream Stabilization (SS7653)

The stream between 862 and 854 Stebondale Rd has been eroding towards the foundation of the house at 862. This Project consists of the stabilizing the eroded stream bank with gabion baskets. The Project limits are between 862 and 854 Stebondale Rd, with access to the project through the front of the 862 Stebondale property. The project includes repairing undermined areas stream bank with gabion baskets, slope grading and stabilization and landscaping.

Schedule

- Easement Acquisition: Summer 2025
- Design Permitting: Summer/Fall 2025
- Construction: Early 2026

For More Information:

Aaron Marshall, PE, Senior Civil Engineer

Email: Aaron.Marshall@ColumbiaSC.gov

Phone: 803-545-3265

Approximate Cost: \$103,156.20



CONTRACT

City of Columbia, South Carolina

CIP # SS7653

Name of Project Stebondale Rd Stream Stabilization

Bid # BID014-25-26-JAH

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **Shady Grove Construction, LLC** with legal address and principal place of business at **1540 Dutch Fork Road, Irmo, SC 29063**, 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.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **one hundred and fifty days (150)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated. There will be an additional **thirty (30)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Eighty-Five Thousand, Nine Hundred Sixty-Three Dollars and Fifty Cents (\$85,963.50)**. This Contract also provides for an additional contingency in the amount of **Seventeen Thousand, One Hundred Ninety-Two Dollars and Seventy Cents (\$17,192.70)** to be administered, if necessary, at the discretion of the City for unforeseen costs

City of Columbia, SC
5/3/2021

that are within the pre-determined Scope of Work for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT.

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

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

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

ARTICLE 7. LIQUIDATED DAMAGES.

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **five hundred dollars (\$500)** 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 For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 14 Instructions to Bidders, Part 15 General Specifications, all of the City of Columbia's Engineering Regulations.

9.2.7 Special Provisions.

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

9.2.9 Drawings, numbered 1 through 9, inclusive and dated 1/27/2025.

9.2.10 Addenda number 1 to 2, inclusive.

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

ARTICLE 10. TERMINATION.

The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever by providing the Contractor with a notice of termination to be sent by registered mail, return receipt requested. Whenever the Contractor is terminated for convenience under this clause or is wrongfully terminated under any other clause of this contract, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the job prior to the effective date of the termination plus 15% or the Contractor shall be entitled to be paid a pro-rate percentage of the total contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this clause. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

ARTICLE 11. MISCELLANEOUS.

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

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

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

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

11.5 This Contract does not commit the City of Columbia to pay for any pre-bid costs. Any costs associated with IFB preparation, pre-bid conferences and any other activity prior to award of a contract shall be at the bidder's expense. Rooms, meals, travel, telephone, data processing, administrative and clerical costs associated with the project shall be at the bidder's expense.

This Contract is subject to the final approval of Council and shall become effective on the date listed on the subsequent Notice to Proceed (NTP) and City of Columbia Purchase Order. The Contractor shall not perform work on or incur any costs associated with this contract prior to the commencement date listed on the Notice to Proceed and the City issued purchase order for work

outlined herein. The City assumes no liability for any expenses incurred prior to the issuance of the NTP and purchase order.

Contractor
Shady Grove Construction, LLC

BY

Erica M. Richardson
 Erica M. Richardson, Managing Me

(CORPORATE SEAL)

Attest

Dana S. McCall
 Dana S. McCall

Address for giving notices:

1540 Dutch Fork Road

Irmo, SC 29063

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

APPROVED AS TO FORM

Legal Department City of Columbia, SC

12/12/2025

Attest

Address for giving notices:

Department of Procurement and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

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

City of Columbia, SC
 5/3/2021

APPENDIX - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/SUBCONTRACTORS

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

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

Business Name (as shown on W9 or SAM.gov) / SAM.gov Unique Entity ID & CAGE # (Required)	City of Columbia Vendor number (Required)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract (Carry two decimals)	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code - See Key Below)
New South Construction Supply, LLC SAM# L67AYRMPFZF3 CAGE# OLSU3	V000819	Gabion Baskets	\$7,100.00	8.26%		
				0.00%		
				0.00%		
				0.00%		
				0.00%		
				0.00%		

Key: Minority/Women Owned Business Enterprise Association Code
AF – Asian American Female

BM – African American Male

HM – Hispanic American Male

AM – Asian American Male

FB – Non-Minority Female Owned

NF – Native American Female

BF – African American Female

HF – Hispanic American Female

NM – Native American Male

COMBINED TOTAL SUB AMOUNT \$ 7,100.00
TOTAL CONTRACT AMOUNT: \$ 85,963.50

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

Business Name: Shady Grove Construction, LLC

Representative Name/Title: Erica M Richardson, Managing Member

Date: December 4, 2025

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

New South Construction Supply, LLC

Company Name

9 N Kings Rd

Physical Address

SAME

Mailing Address

Greenville, South Carolina 29605

City/State Zip Code

803-451-7021

Phone number

Fax number

Paige Terrell

Primary Contact Name

Secondary Contact Name

P21-Credit@colonyhardware.com

Primary Contact Email Address

Secondary Contact Email Address

L67AYRMPFZF3

Sam.gov UEID #

V000819

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code

Phone number

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Sam.gov UEID #

Vendor #



MEETING DATE: January 6, 2026

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Professional Services Contract for Project WM4844; Pontiac Pump Station Rehabilitation, as requested by Columbia Water on October 23, 2025. Award to Michael Baker International, in an amount not to exceed \$186,763.50, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date twenty seven (27) months from commencement and the option to renew for two (2) additional one (1) year periods. This firm is located in Columbia, SC.

REQUISITION NO.: R238072

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - Pontiac Pump Station Rehabilitation - Capital Project Costs (5529999-WM484401-658650). The original budget amount is \$186,763.50.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

PURPOSE:
This is a Mentor Protégé Program project. Michael Baker International, is the mentor and will provide technical consulting support and construction drawing services at 67.63% (\$114,832.30) of the total contract amount.

Chao & Associates, Inc., a Minority Business Enterprise located in Columbia, SC, is the protégé and will provide water relocation, design, survey, and construction support services at 22.00% (\$37,352.70) of the total contract amount.

The following subcontractors will provide additional services:

F&ME, Inc., located in Columbia, SC, will provide geotechnical services at 5.51% (\$9,350.00) of the total contract amount.

Howard Engineering, Inc., a Minority Business Enterprise (W), located in Columbia, SC, will provide electrical and Supervisory Control and Data Acquisition (SCADA) services at 4.86% (\$8,250.00) of the total contract amount.

There were twenty (20) responses to RFQu001-23-24-KDD Major and Minor Water Distribution Systems Projects.

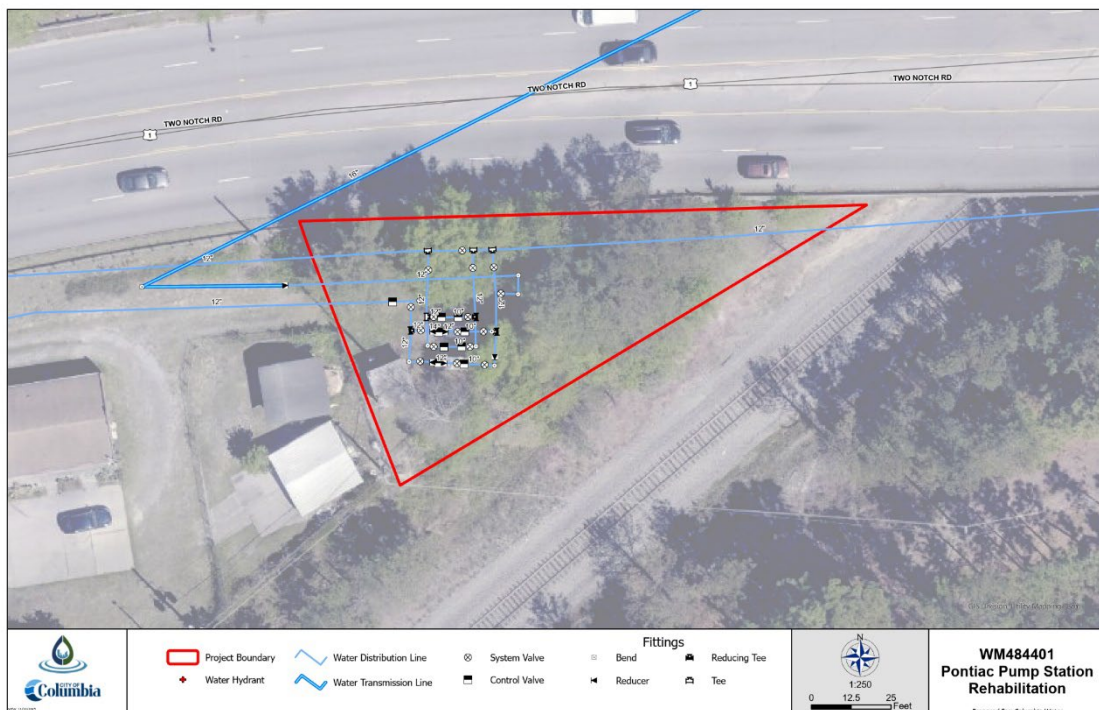
Base Amount	\$169,785.00
Contingency	\$16,978.50
Total Amount	\$186,763.50

ATTACHMENTS:

- **#a:** WM4844 - Project Tear Sheet (PDF)
- **#b:** Contract RFQu001-23-24-KDD (PDF)
- **#c:** WM4844_Council Memo (PDF)

WM4844 – Pontiac Pump Station Rehabilitation

Project Description:	Project WM4844, Pontiac Pump Station Rehabilitation, includes the assessment and rehabilitation of the existing Pontiac Pump Station, specifically the older sections of 12-inch pipelines that are actively leaking at the site. The Consultant will evaluate the existing conditions of the pump station and develop a comprehensive rehabilitation plan to upgrade and modernize the facility. The contract includes a detailed site assessment, recommendations on a rehabilitation plan, preparation of construction documents, obtaining all permits, bidding assistance, and construction administration and inspection services.
Objectives:	This project has been identified as a priority due to deteriorating infrastructure, specifically a manifold section of older leaky lead-loc pipe. The rehabilitation plan will upgrade and modernize the facility.
Project Type:	Water Distribution
Council District:	Outside
Project Funding:	This project is being funded through the City's Water CIP at a design cost of \$186,763.50, including project contingency.
Current Project Status:	Project design is expected to begin in early 2026 and will be complete in eight months.
Project Contact:	John Riggs, PE Deputy Director of Major Capital Projects 803.528.4238 john.riggs@columbiasc.gov





AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is awarded under procurement method RFQu001-23-24-KDD Major & Minor Water Distribution Systems Projects.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Michael Baker International, (hereinafter referred to as the “Engineer,”), to assist the City of Columbia in the assessment and rehabilitation of the existing Pontiac Pump Station, specifically the older sections of 12-inch pipelines that are actively leaking at the site. for the City of Columbia, SC.

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Engineer shall provide 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.
3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Engineer 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.

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of the *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of twenty-seven (27) months, with the option to renew or continue with work for two (2) additional one (1) year periods at the mutual pleasure of both parties.
5. The decision whether to extend the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term. The decision to extend

the initial term and any subsequent extension periods may be determined no later than 90 days prior to the end date of each period.

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

7. **COMPENSATION** – (See Exhibit C)

- A. The total compensation to be paid by the City to the Engineer under this Agreement shall not exceed one hundred eighty-six thousand seven hundred sixty-three dollars and 50/100 (\$186,763.50).

The City will pay Consultant for performance of the work in accordance with the Contract Documents in current funds at the contract amount agreed upon on the Consultants Compensation Form attached to this Contract which establishes the contract value shall not exceed One Hundred Sixty-Nine Thousand, Seven Hundred Eighty-Five Dollars and No/100 (\$169,785.00) **unless written approval is authorized by the City.**

The maximum potential value of the contract includes a City controlled contingency allowance in the amount of Sixteen Thousand, Nine Hundred Seventy-Eight Dollars and 50/100 (\$16,978.50). This contingency amount will be administered, if necessary, at the discretion of the City for optional additional services within the pre-determined Scope of Services for this Contract.

- 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). Engineer must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Engineer, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

- C. Invoicing Procedure

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

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

1. The Engineer is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Engineer has received payment from the City.
2. In addition, all retainage amounts received from the City by the Engineer must be paid by the Engineer to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.
4. The Engineer is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Engineer for subsequent work performed unless and until the Engineer ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Engineer sworn statement that it has complied with the prompt payment requirements. The Engineer must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.
6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Engineer debarment.

E. Affirmative Action Procurement and Contracting Goals:

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

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

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	_____	%
MBE	<u>22.00</u>	%
WBE	_____	%
LSA	_____	%

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including

minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goal for this requirement is 20.00%

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

8. **INDEMNIFICATION & INSURANCE**

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

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

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

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

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

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

- B. The 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 Subconsultant of the Engineer commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The 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 negligent action or failure to act by Engineer, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The 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 under this Agreement. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

9. **PERMITS & LICENSES**

- A. The 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 the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Engineer to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineer s Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the 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.

10. **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 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.

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

covenants that in the performance of this Agreement no person having such interest shall be employed.

The Engineer is expected to make Engineer 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 Engineer has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Agreement.

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

- A. DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term;
- B. The Engineer fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
- C. Force Majeure;
- D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;
- E. Upon expiration of the term of this Agreement; and
- F. By mutual agreement.

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the 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.

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Engineer or any Subconsultant 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.

14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Engineer or any Subconsultant 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.

15. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

City of Columbia

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

Name of Firm

Name: Kyle Crager, P.E.
Title: Senior Associate
Address: 700 Huger Street
Columbia, SC 29201
Phone: (803) 231-3849
Email: kyle.crager@mbakerintl.com

16. **CONSENT DECREE Non-Applicable**

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

- herein. The Engineer shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Engineer shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Engineer possession or control that relate in any manner to the Engineer performance under this Agreement ("Preserved Documents"). Upon the Engineer performance of all services required under this Agreement, the Engineer shall provide the City with all Preserved Documents. In addition to the requirements above, the Engineer shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Engineer shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Engineer first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Engineer shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Engineer rationale for attributing such delay to a force majeure event. The Engineer shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Engineer shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Engineer neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Engineer agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Engineer that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Engineer failure to perform pursuant to the Agreement.

- E. The Engineer shall perform the services pursuant to this Agreement using sound Engineering practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the 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. The Engineer shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Engineer.

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

- D. In the event there are any disagreements between the City and the 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 and City of Columbia Code of Ordinances and those of the State of South Carolina. The Engineer agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the 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. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

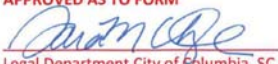
- The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Engineer.
- 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 acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public members, or public employee's official responsibilities.
- "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out the service, the Engineer shall not discriminate against any employee or applicant for employment because of that employee or applicant's

age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Engineer shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Engineer's operations, including, but not limited to the Engineer's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The 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 Non-Discrimination in Contracting Policy. The Engineer shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Engineer under this Agreement are matters of public record, but that the Engineer agrees that they shall only be made available to any individual or organization by the City and the Engineer shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____	_____	Date: _____
Witness	Teresa Wilson, City Manager	
		APPROVED AS TO FORM  Legal Department City of Columbia, SC 12/17/2025

NAME OF FIRM

_____	_____	Date: _____
Print: Name/Title	Signature	
(Corporate Seal)		
Attest		

_____	Date: _____
Signature	

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Project Schedule

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

Exhibit E – Mentor Protégé Implementation Plan

EXHIBIT A

SCOPE OF SERVICES

**City of Columbia
CIP # WM4844
Pontiac Pump Station Rehabilitation
Columbia, Richland County**

The services performed by Michael Baker International, Inc. (CONSULTANT) as a part of this Scope of Service include providing technical consulting support and construction drawings to the City of Columbia (CITY) for a pump station rehabilitation project in association with a water distribution improvement project. Scope of Services include utility coordination, evaluation of alternative alignments, engineering and design, permitting and construction phase services.

This project proposes to correct deteriorating conditions and operational issues at the Pontiac Booster Pump Station, located at 9500 Two Notch Road in northeast Columbia. Immediate upgrades are needed to ensure short-term operability, including line replacements, additional site valving, SCADA improvements, and possible retaining wall replacement.

We understand the booster pump station project will be let by the CITY as a single project. This scope is written to develop one set of booster pump station and site construction documents for the entire project to be bid and constructed as a single project.

The general location of the project is shown on Exhibit C attached. The purpose of this project is to get the pump station back to full operational ability and resolve immediate issues on site. CONSULTANT will perform engineering and design services for permitting, bidding, and construction services. The project will evaluate alternative pipe replacement options and retaining wall solutions that do not conflict with the operation of the pump station.

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

- Review of all Available Data
- Evaluation of Replacement Alternatives
- Preparation of a Technical Memorandum (TM)
- Engineering Services During Design and Permitting
- Bidding Phase Support
- Engineering Services During Construction

CONSULTANT will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing Chao and Associates, Inc. as our Protégé.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

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

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

120 Coordination Meetings

Throughout design of the project, CONSULTANT will maintain regular contact with the CITY's staff. This is assumed to be 9 months for 10 meetings. Progress meetings include:

- Kickoff meeting
- Monthly Progress meetings with CITY's Project Manager
- Draft and Final (30% design) TM review meetings – two (2) meetings total to be held with normal monthly progress meetings
- 60% and 90% design review meetings in Task item 560 – two (2) meetings total to be held with normal monthly progress meetings.
- One (1) pre-bid meeting in Task item 710

130 Project Management & Coordination with the CITY

- CONSULTANT will communicate with the CITY through a single point of contact, CONSULTANT's Project Manager.
- CONSULTANT will utilize the CITY's Columbia SharePoint provided by the CITY to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
- CONSULTANT will adhere to and update schedule as shown in Attachment C.
- CONSULTANT will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Public Outreach

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

150 Mentor-Protégé Program

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

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

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

210 General Data Collection, Field Recon and Coordination

- Consultant will coordinate with the CITY to obtain existing utility mapping in the project area.
- CONSULTANT will contact other utilities in the area that can be determined from field observation for mapping and location information that may impact proposed work.
- CONSULTANT will coordinate with the CITY design staff and Consultants to obtain an understanding of the project site and existing facilities.
- CITY has provided existing utility mapping in the project area. It is assumed this information is complete as presented.
- CONSULTANT may utilize existing aerial mapping along with utility mapping, county property maps and street right-of-way information to determine possible water piping and valving routing alternatives.
- Field Reconnaissance:
 - Based upon the information provided and the Kickoff Meeting discussion, field reconnaissance will be conducted on the identified waterline

alternatives. Observation during the field reconnaissance will be recorded and used to identify qualifying or disqualifying issues associated with the relocation alternatives.

220 Alternative Analysis and Route Selection

- Upon completion of Task 210, CONSULTANT will determine the extent of the relocations and reworking site piping necessary to avoid conflicts with the proposed site improvements, existing waterlines, and other utilities, and will develop a proposed plan. An electronic version of the plan will be submitted to the CITY for review and approval.
 - CONSULTANT will determine the apparent waterline and site conflicts with the proposed waterline replacements and potential retaining wall replacement using design plans and information provided by the CITY.
- CONSULTANT will utilize the following options to develop the proposed plan:
 - Rework site piping to avoid replacing the waterline under the retaining wall and abandon degrading and leaking pipe. Pipe work will consider future pump station replacements. If piping work causes issues to retaining wall, will review options to build new or repair wall.
 - Install permanent insertion valves on existing 12” mains to allow isolation and future maintenance work at the site.
 - Cellular SCADA upgrades have been installed recently at the site, but the original SCADA equipment remains and will be removed during this project’s construction.
 - Consider temporary facilities and bypassing during construction.
 - Evaluate site access issues with SCDOT and adjoining property owners.
 - Relocating the water main within the new utility corridor as identified by the CITY.

230 Preliminary Agency Coordination and Meetings

- Upon selection of final route selection, CONSULTANT will contact known regulatory agencies that may have jurisdiction in the project area to coordinate any permitting and notification actions required.
- These agencies include:
 - Richland County
 - South Carolina Department of Environmental Services (SCDES)
 - South Carolina Department of Transportation (SCDOT)

240 Preliminary Utility Coordination and Meetings

- Upon selection of final piping and valve selection, CONSULTANT will contact all known utilities located in or near the project construction area to coordinate any easements, encroachments, and design considerations to be addressed.

- Upon selection of final piping and valve selection, CONSULTANT will coordinate the CITY -approved design.

250 Establishing Design Criteria

- Decision factors for the alternative analysis will be developed by the CONSULTANT and reviewed by the CITY. Possible evaluation factors include; cost, constructability, access for maintenance, public impact, property, permitting, utility and other relevant factors as to provide recommendations for the most economical and reliable solution.
- CONSULTANT will design the new water facilities in accordance with SCDES regulations, the CITY standards, permitting requirements, and standard civil engineering practices.
- CONSULTANT will design the water facilities to avoid, to the extent possible, the roadway infrastructure conflicts as determined.

260 Opinion of Probable Construction Cost and Schedule

- As part of the alternative routing the Consultant will prepare an opinion of probable construction cost and update the project schedule.

270 Preliminary Design Reviews

- CONSULTANT will prepare a report of findings and recommendations for review by the CITY.
 - Consultant will conduct a progress meeting to discuss preliminary findings from the TM and discuss early elimination of any alternatives for which it becomes obvious there is not a feasible solution.
- Consultant will convene a final TM/alternatives analysis meeting with the CITY to present the results of the analysis and solicit feedback on the recommended solutions.

TASK 300 – Survey and Utility Mapping

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

310 Field Survey

- CONSULTANT shall utilize survey provided by the CITY as included in the design plans and digital files. CITY agrees that CONSULTANT may rely on survey provided by the CITY. If additional survey is needed, the

CONSULTANT will provide the additional survey as an additional service. It is anticipated that the additional survey would be outside of the project limits.

- All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- Horizontal datum shall be: SC State Plane Coordinates NAD83 (2007)
- Vertical datum shall be: NAVD 88
- All underground utilities as identified and marked in the field by the local utility locating service or the CONSULTANT'S Subsurface Utility Engineering sub-consultant shall be located by the survey. This shall include, but not be limited to, all electric, gas, water, cable, stormwater, fiber optics, and telephone service lines. It will be the responsibility of the Engineer's surveyor to contact the utility locating service in the appropriate amount of time prior to field surveying, such that all service lines as identified can be properly located. The Engineer's surveyor will, at a minimum, contact the Palmetto Utility Protection Service (P.U.P.S.) at 1-800-721-7877 and CITY for field locating all underground utilities.
- From the survey data, the survey subcontractor shall prepare final AutoCAD 2024 electronic files of the entire survey that accurately locates all horizontal (planimetric) features and contains, on separate layers, all feature labels and all surveyed points with point number, description, and elevation.

320 Property Research and Easement Exhibits

- It is assumed the Property information provided by the CITY can be relied upon by the CONSULTANT. This scope assumes the CITY will obtain necessary easements.
- In consultation with CITY, the CONSULTANT shall assist the CITY with any required easement acquisition through the research and preparation of easement exhibits for each property on which a temporary and/or permanent easement will be required.

330 Utility Mapping

- The CONSULTANT will utilize Chao and Associates, Inc. for SUE services to provide additional Level A utility information on and near project site to determine utility facility elevations where the CITY has not collected this information or the information is found to be insufficient.

TASK 400 – Geotechnical Investigation

410 Field Investigation

- Consultant will use FME, Inc. for geotechnical services to provide subsurface soil conditions for wall design. One boring will be performed at the proposed project sites to determine general soil conditions. This information will be used to design retaining wall and waterline bedding details, evaluate soils for

potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, and estimate amounts of additional suitable backfill material needed (if any) for the project.

TASK 500 – Final Design

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

- CONSULTANT will utilize City, County, State and Federal agency requirements to determine design parameters for construction of the relocated facilities within the project limits.
- CONSULTANT will coordinate final design with the requirements of roadway encroachment, and county permits.

520 Utility Coordination

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

530 Project Plans and Specifications

- CONSULTANT will prepare drawings depicting the scope, extent, and character of the materials to be provided and the work to be performed by an installation contractor. CONSULTANT will utilize City Specifications and provide Supplemental Specifications as necessary. One set of contract documents will be provided to the CITY to be used to solicit bids for the construction of the project. The Contract Documents shall consist of and include the following:
 - Detailed plan and profile drawings on 22" x 34" plan sheets, 20-scale (or matches the CITY's plan scale)
 - Plan sheets will utilize the same match lines as shown on CITY's plan set. Roadway design stationing will be shown as reference.
 - A total of 12 plan sheets is anticipated:
 - 2 - Cover, notes, legend and abbreviations, key map
 - 2 – Plan & profile sheets, water, abandonment.
 - 3 – Wall plan & profile sheets
 - 2 – Electrical/SCADA sheets
 - 3 - Erosion control details, water details, general details, traffic control
 - CONSULTANT anticipates producing construction drawings in Autocad Civil3D. After completion CONSULTANT will submit GIS information

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

- Relevant features impacting construction as located by the survey.
 - Design and construction details.
 - Sediment and erosion control details.
 - Relevant environmental features.
 - Existing pipe demolition/abandonment as needed
 - By-pass pumping plan as needed
 - SCADA equipment replacement to CITY standards.
 - CONSULTANT shall utilize existing CITY Specifications.
 - Special conditions related to permit requirements and easement requirements.
 - Supplemental Material specifications, as needed, including minimum installation requirements.
 - CITY shall provide technical specifications, the standard contract, advertisement, general conditions, supplemental conditions, bid form, City procurement program requirements, etc. CONSULTANT will provide Supplemental technical specifications, bid quantities, measurement and payment items and special provisions.
- Upon approval of the 100-percent submittal, Consultant will provide one set of final bid plans, a PDF of the signed and sealed drawings, one sided copy of unbound specifications and final cost estimate in digital format to match the bid tab item list.

540 Regulatory Agency Coordination

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

550 Opinion of Probable Construction Cost and Schedule

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

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

560 Design Reviews

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

570 Structural Design

- CONSULTANT will conduct final structural design of any retaining wall construction/reconstruction necessary with final design. Structural design to be time and expense, not to exceed the amount budgeted, if deemed necessary through preliminary design.

TASK 600 – Permits and Property

610 Property and Right-of-Way Assistance

- Easements – Refer to task 320 above.
- This scope assumes the CITY staff will obtain all necessary easements including temporary construction easements and new permanent easements. This scope includes one (1) easement exhibit. Additional exhibits, if needed will be provided as an additional service.

620 Permits

- Permit to Construct: Upon CITY approval of the 90% percent completion documents, CONSULTANT will submit copies of the project plans and specifications for final review and approval by the South Carolina Department of Environmental Services (SCDES). work with SCDES and assist the CITY in efforts to obtain the necessary permits; and furnish SCDES with the required number of copies of plans and specifications needed for review and approval.

- Land Disturbance Permit: The scope assumes that construction activities may occur outside the limits of Right of Way managed by the CITY and require a Richland County disturbance permit.
- Wetlands Permit: This scope assumes no wetland delineation and no mitigation will be required.
- Roadway Encroachment Permits: This scope assumes a SCDOT Encroachment Permit will be required. Upon approval by the CITY of the ninety (90%) percent completion documents, CONSULTANT will submit for review and approval for an Encroachment Permit by the SCDOT with the required number of copies of plans and specifications needed for review and final approval. The CITY is responsible for fees (no fees anticipated).
- Railroad Permits: This scope does not include railroad encroachment permits.

630 Permit Application Fees:

- The Consultant will utilize this Not-to-Exceed task for direct costs associated with permit fees. No labor is included in this Task. A total of \$1,500 of permit fees are anticipated. The estimated fees for permits are as follows:
 - SCDES Construction Permit - \$250
 - Stormwater Permit and Inspection Fees - \$750
 - Other - \$500
- This cost will cover all permit fees apart from any wetland mitigation fees. The limit as identified in the proposal is a 'not-to-exceed' value without written consent of the CITY.

TASK 700 – Bidding and Award

710 Bidding Assistance

- CONSULTANT will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to bidders questions, and attending the bid opening.
- It is assumed that the duration of the Bid Period will be sixty (60) days and that the CITY will be distributing the bid packages. An additional sixty (60) days is assumed from selection of the Contractor to the issuance of the Notice to Proceed.
- While a formal prequalification process is not anticipated, CONSULTANT will work with the CITY to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

720 Award Recommendation

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

730 Conformed Documents

- CONSULTANT will prepare Conformed Documents that incorporate Addenda items. The Conformed Documents will be used for construction. The CONSULTANT will provide the CITY and Contractor each (3) hard copy sets and (1) digital set (in Adobe PDF format) of the Conformed Documents.

TASK 800 – Engineering Services During Construction

810 General Administration of Construction Contract

- The scope of this work shall include the design of upgrading existing conditions at Pontiac Booster Pump Station. The work shall include reworking site piping and valving, potential retaining wall replacement, SCADA upgrades, considering options to resolve ingress/egress on-site, and evaluating future plans for the station.
- After award of the construction contract, CONSULTANT will assist the CITY with the contract administration and provide periodic observation of the construction work. It is anticipated that the construction period for the utility project will be four months during November through March which the Operations staff believes is the most optimal time to have intermittent impacts to the serviceability of the station. For estimating purposes, actual construction activity of **four (4) months (120 days)** is assumed for final completion. During these periods of activity, the CONSULTANT anticipates up to **10 hours** per week of inspection and construction coordination for 90 days to facilitate contractor progress. The CONSULTANT also anticipates up to **4 hours** per week for 90 days for the project manager and construction coordination. An increase in the construction schedule may require a Contract Amendment to authorize additional construction-related services.
- CONSULTANT will provide general services during construction as described herein. In the performance of its services during the Construction Services, CONSULTANT shall not supervise, direct or have control over Contractor's work nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.

- Administration of Construction Contract: As part of general administration of the construction contract, CONSULTANT will consult with and advise the CITY and act as its representative during the construction period. CONSULTANT will provide contract administration and general services required for the Project, including:
 - a) As CITY's representative for the duration of the construction contract, all communications to and from the contractor shall go through CONSULTANT. On behalf of the CITY, CONSULTANT will administer the construction contract, respond to Contractor's correspondence, and issue instructions from the CITY;
 - b) CONSULTANT will utilize the CITY Internal document control system provided by the CITY. CONSULTANT will maintain a complete document file for the project. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, quality control testing; site inspection records, shop drawing schedule, change orders, scheduling, project meetings, cost and disbursement data, progress reports and other documents pertaining to the construction contract;
 - c) Attend a pre-construction meeting that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project. One (1) pre-construction meeting and nine (9) monthly progress meetings have been budgeted. CONSULTANT will submit meeting minutes of this meeting to the CITY.

820 Submittal & Pay Application Review

- Shop Drawing Review: CONSULTANT will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the CITY with written comments.
- Request for Information (RFI): CONSULTANT will review and respond to Contractor's RFI as they relate to the contract requirements.

- Preparation of Design Clarifications: A necessary part of any construction project is the preparation of design clarifications and other routine supplementary information. This work will be performed by the CONSULTANT and reviewed with the CITY. CONSULTANT will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the CITY's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on claims of the CITY and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- Testing Results: CONSULTANT will review testing results of tests required of the contractor for contract compliance and comment on any results that appear to be out of compliance.
- Review of Applications for Payment: Based on on-site observations and review of the applications for payment with the accompanying data and schedules, CONSULTANT will review the amounts payable to Contractor on a monthly basis. CONSULTANT will then forward applications for payment to the CITY for payments due to Contractor from the CITY.

830 Change Management

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

840 Completion Monitoring & Documentation

- Quality Assurance Testing will be based on CITY requirements.
- Final Inspections: CONSULTANT will perform the following:
 - Conduct a walk-through inspection with the Contractor and the CITY to determine if the Project has reached substantial and/or final completion.
 - Prepare a punch list of work items remaining.

- Conduct one final inspection to determine if the work is acceptable, so that CONSULTANT may recommend, in writing, final payment to the Contractor and may give written notice to the CITY and the Contractor that the work is acceptable.
- Observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Drawings and Specifications prepared by CONSULTANT.
- Stormwater Permit Closeout Inspection & Notice of Termination

850 Periodic Construction Observation

- Construction Observation: CONSULTANT's Project Representatives will visit the site to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During CONSULTANT's visits, and on the basis of on-site observations, CONSULTANT will keep the CITY informed of the progress of the work, will endeavor to guard the Client against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents. Considering the complexity of this work and its location, this scope includes the following time for observation of construction:
- This scope includes site visits for three (3) months at 4 hours weekly by the Project Manager and 10 hours per week by the Project Inspector. If additional site visits are required, this contract will be amended to provide additional services.
- This scope includes a NOT-TO-EXCEED allowance of \$2,500.00 for allowable direct reimbursement expenses incurred by the CONSULTANT during the period of construction.

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

TASK 900 – Full Time Construction Inspection – Not Used

TASK 1000 – Project Closeout

1010 Record Drawings

- CONSULTANT will prepare record drawings in electronic format as approved by the CITY and in accordance with the CITY's record drawing standards. The final

record drawings will be delivered in electronic format on a USB flash drive. Drawings will be provided in a format compatible to the CITY's GIS system. Record Drawings will be developed based upon As-Built drawings provided to the Consultant by the Contractor. Final electronic drawing files shall be delivered in AutoCAD format.

1020 Punch List and Final Inspection

- See Task 840 of this agreement.

1030 Operations & Maintenance Submittals

- At the conclusion of the project, CONSULTANT will receive, review and transmit to the CITY with written comments guarantees, Bonds, and certificates that are required by the Contract Documents and provided by the Contractor.
- CONSULTANT will review Operation and Maintenance (O&M) submittals through project closeout.

1040 Digital Information Submittals

- The final record drawings will be delivered in a USB flash drive. Drawings will be provided in a format compatible with the CITY's GIS system.

1050 Final Notice of Acceptability of the Work

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

1060 SCDES Permits to Operate

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

TASK 1100 – Additional Services

1110 General Task

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

- Surveying services identified as necessary for design and/or easement acquisition.
- Record Drawings reproduction.
- Additional Construction Services, beyond the hours and time allotted under Task 850 in this agreement.
- Professional engineering services related to additional or extended design, bidding, and construction services.
- Additional services of profiling any contaminated soils removed from bore holes, potholes or excavations.
- Redesign resulting from CITY design changes.
- Additional Property research and easement exhibits above those specified in this scope.
- Easement acquisition.
- Public outreach.
- Railroad permits

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

ATTACHMENT A TO EXHIBIT A
RESPONSIBILITIES OF THE OWNER

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

The CITY agrees to perform the following:

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

City of Columbia
WM4844 Pontiac Booster Pump Station Rehabilitation
Project Schedule
August 2025

ID	Task Name	Duration	Start	Finish	Half 1, 2026						Half 2, 2026					Half 1, 2027							
					D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A		
1	Task 100 - Evaluation and Design Phase Administration	335 days	Mon 12/1/25	Sat 10/31/26																			
2	Task 110 - General Project Management (Kickoff to Award)	335 days	Mon 12/1/25	Sat 10/31/26																			
3	Task 120 - Coordination Meetings (Design to Award)	335 days	Mon 12/1/25	Sat 10/31/26																			
4	Task 150 - Mentor- Protégé Program	335 days	Mon 12/1/25	Sat 10/31/26																			
5	Task 200 - Preliminary Planning, Engineering and Alternative Analysis	105 days?	Mon 12/1/25	Sun 3/15/26																			
6	Task 210 - General Data Collection, Field Recon and Coordination	45 days	Mon 12/1/25	Wed 1/14/26																			
7	Task 220 - Alternative Analysis and Route Selection	45 days	Tue 12/2/25	Thu 1/15/26																			
8	Task 230 - Preliminary Agency Coordination and Meetings	7 days	Fri 1/30/26	Thu 2/5/26																			
9	Task 240 - Preliminary Utility Coordination and Meetings	7 days	Fri 1/30/26	Thu 2/5/26																			
10	Task 250 - Design Criteria	5 days	Fri 1/30/26	Tue 2/3/26																			
11	Task 260 - Opinion of Preliminary Construction Cost and Schedule	5 days	Tue 2/3/26	Sat 2/7/26																			
12	Task 270 - Preliminary Design Report	15 days?	Sun 2/8/26	Sun 2/22/26																			
13	Draft PDR for Review by City	5 days	Sun 2/8/26	Thu 2/12/26																			
14	TASK 300 – Survey and Utility Mapping	120 days?	Mon 12/1/25	Mon 3/30/26																			
15	Task 310 - Field Survey	120 days	Mon 12/1/25	Mon 3/30/26																			
16	Task 320 - Property Research and Easement Exhibits	94 days?	Mon 12/1/25	Wed 3/4/26																			
17	Task 330 - Utility Mapping	30 days	Sun 3/1/26	Mon 3/30/26																			
18	Task 400 - Geotechnical Investigation	20 days?	Sun 3/15/26	Fri 4/3/26																			
19	Task 410 - Field Investigation	20 days	Sun 3/15/26	Fri 4/3/26																			
20	Task 500 - Final Design	130 days?	Sun 3/15/26	Wed 7/22/26																			
21	Task 510 - Roadway Coordination (City, Town, County, State, Feder	7 days	Sun 3/15/26	Sat 3/21/26																			
22	Task 520 - Utility Coordination	14 days	Sun 3/15/26	Sat 3/28/26																			
23	Task 530 - Project Plans & Specifications	130 days	Sun 3/15/26	Wed 7/22/26																			
24	Task 540 - Regulatory Agency Coordination	90 days	Sun 3/15/26	Fri 6/12/26																			
25	Task 550 - Opinion of Probable Construction Cost and Schedule	14 days	Wed 5/20/26	Tue 6/2/26																			
26	Task 560 - Design Reviews	100 days?	Tue 4/14/26	Wed 7/22/26																			

City of Columbia
WM4844 Pontiac Booster Pump Station Rehabilitation
Project Schedule
August 2025

ID	Task Name	Duration	Start	Finish	Half 1, 2026						Half 2, 2026						Half 1, 2027				
					D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A
27	60% Design Review	5 days	Sat 6/27/26	Wed 7/1/26																	
28	90% Design Review	14 days	Tue 7/7/26	Mon 7/20/26																	
29	100% Design Review	1 day?	Mon 7/20/26	Mon 7/20/26																	
30	Task 570 - Structural Design	110 days	Thu 4/2/26	Mon 7/20/26																	
31	Task 600 - Permits & Property	100 days?	Tue 4/14/26	Wed 7/22/26																	
32	Task 610 - Property and Right-of-Way Assistance	100 days	Tue 4/14/26	Wed 7/22/26																	
33	Task 620 - Permits	100 days	Tue 4/14/26	Wed 7/22/26																	
34	Task 630 - Permit Application Fees	10 days	Mon 7/13/26	Wed 7/22/26																	
35	Task 700 - Bidding & Award	92 days	Sat 8/1/26	Sat 10/31/26																	
36	Task 710 - Bidding Assistance	40 days	Sat 8/1/26	Wed 9/9/26																	
37	Task 720 - Award Recommendation	14 days	Tue 9/1/26	Mon 9/14/26																	
38	Task 730 - Conformed Documents	1 day	Sat 10/31/26	Sat 10/31/26																	
39	Task 800 - Engineering Services During Construction	120 days?	Sun 11/1/26	Sun 2/28/27																	
40	Task 810 -General Administration of Construction Contract	120 days	Sun 11/1/26	Sun 2/28/27																	
41	Task 820 - Submittal & Pay Application Review	120 days	Sun 11/1/26	Sun 2/28/27																	
42	Task 830 - Change Management	120 days	Sun 11/1/26	Sun 2/28/27																	
43	Task 840 - Completion Monitoring & Documentation	120 days	Sun 11/1/26	Sun 2/28/27																	
44	Task 850 - Periodic Construction Observation	120 days	Sun 11/1/26	Sun 2/28/27																	
45	Task 1000 - Project Closeout	30 days?	Mon 3/1/27	Tue 3/30/27																	
46	Task 1010 - Record Drawings	30 days	Mon 3/1/27	Tue 3/30/27																	
47	Task 1020 - Punch List and Final Inspection	14 days	Mon 3/1/27	Sun 3/14/27																	
48	Task 1030 - Operations and Maintenance Submittals	14 days	Mon 3/1/27	Sun 3/14/27																	
49	Task 1040 - Digital Submittals	14 days	Mon 3/1/27	Sun 3/14/27																	
50	Task 1050 - Final Notice of Acceptability of Work	1 day	Mon 3/29/27	Mon 3/29/27																	
51	Task 1060 - SCDES PTO	30 days	Mon 3/1/27	Tue 3/30/27																	

**EXHIBIT C
COMPENSATION
CIP # WM4844
Pontiac Pump Station Rehabilitation
Columbia, South Carolina**

Compensation for services provided under Tasks 100 through 1000 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$186,763.50. A breakdown of the estimated fee is shown in the following table:

Tasks	Description	LS/ Hours	Consultant	Protégé / Subcontractor (Name)	Total
100	Evaluation and Design Phase Project Management and Administration	LS (NTE)	\$11,425	\$855 (Chao & Associates)	\$12,280
200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	LS (NTE)	\$7,500	\$855 (Chao & Associates)	\$11,145
300	Survey and Utility Mapping	LS (NTE)	\$500	\$8,500 (Chao & Associates)	\$9,000
400	Geotechnical Investigation	LS (NTE)	\$500	8,500 (FME, Inc.)	\$9,000
500	Final Design	LS (NTE)	\$41,063	\$16,537 (Chao & Associates and Howard Engineering)	\$57,600
570	Structural Design	HR (NTE)	\$11,184	\$2,796 (Chao & Associates)	\$13,980
600	Permits and Property	LS (NTE)	\$7,348	\$2,212 (Chao & Associates)	\$9,560
630	Permitting Fees	(NTE)	\$1,500	-	\$1,500
700	Bidding and Award	LS (NTE)	\$5,792	\$1,448 (Chao & Associates)	\$7,240.00
800	Construction Administration	HR (NTE)	\$27,000	\$7,318 (Chao & Associates)	\$36,590
1000	Project Closeout	HR (NTE)	\$6,776	\$1,694 (Chao & Associates)	\$8,470
	Project Sub-Totals		\$119,828.00	\$49,957.00	\$169,785.00
1100	Client Controlled Contingency (10%)		\$11,982.80	\$4,995.7	\$16,978.50
	Total of Contract		\$131,810.80	\$54,952.70	\$186,763.50

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
Chao & Associates, Inc. DUNS# 189168735 CAGE# 3HMY5	V001545	Water Relocations Design, Survey, Construction Support, Protege	\$37,352.70	22.00%	SLBE,SBE, MBE,LBE,	AM
FME, Inc. 211 Business Park Blvd, Columbia, SC 29203 DUNS# 043692631	V007172	Geotech	\$9,350.00	5.51%	LBE	
Howard Engineering, Inc. 1615 Wayne St #2749, Columbia, SC 29201 DUNS# 961613825	V011110	Electrical, SCADA	\$8,250.00	4.86%		FB

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female
BM – African American Male
HM – Hispanic American Male

AM – Asian American Male
FB – Non-Minority Female Owned
NF – Native American Female

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

SUB AMOUNT \$ 54,952.70

TOTAL CONTRACT AMOUNT: \$ 169,785.00

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

Business Name: Michael Baker International, Inc.

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

Date: 11-20-2025

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Chao & Associates, Inc.

Company Name

7 Clusters Court

Physical Address

Same as physical

Mailing Address

Columbia, SC 29210

City/State Zip Code + 4

803-772-8420

()

Phone number

803-772-9120

()

Fax number

Jimmy Chao

Primary Contact Name

David Chao

Secondary Contact Name

jimmy@chaoinc.com

Primary Contact Email Address

davidc@chaoinc.com

Secondary Contact Email Address

57-0848493

Federal ID #

V0001545

Vendor #

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

F&ME Consultants

Company Name

211 Business Park Boulevard

Physical Address

Same as physical

Mailing Address

Columbia, SC 29203

City/State Zip Code + 4

803-254-4540

()
Phone number

()
Fax number

Zane W. Abernethy

Andy Whitfield

Primary Contact Name

Secondary Contact Name

zabernethy@fmeconsultants.com

awhitfield@mfmeconsulting.com

Primary Contact Email Address

Secondary Contact Email Address

61-1725606

Federal ID #

V007172

Vendor #

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

Howard Engineering, Inc.

Company Name

1615 Wayne St #2749

Physical Address

Same as physical

Mailing Address

Columbia, SC 29201

City/State Zip Code + 4

864-836-0440

()
Phone number

()
Fax number

Amy Howard

Primary Contact Name

Secondary Contact Name

ahoward@howardengineeringinc.com

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

V011110
Vendor #



CITY OF COLUMBIA

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

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: <u>November 18, 2025</u>	Mentor Amount: <u>149,410.80</u> (including subcontractors or sub consultants amounts)
Project Name: <u>Pontiac Booster Pump Station Rehabilitation</u>	Mentor % of Total Contract: <u>80</u> (include 2 decimal places)
Project #: <u>WM4844</u>	Protégé Amount: <u>37,352.70</u>
Mentor: <u>Michael Baker International</u>	Protégé % of Total Contract: <u>20</u> (include 2 decimal places)
Protégé: <u>Chao & Associates, Inc.</u>	Duration of the Project: <u>15 months</u>
Total Project Contract Amount: <u>186,763.50</u>	

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

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

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

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

Address contractual relationship, general roles and informal teaming arrangements.

Chao will serve as a subconsultant to MBI, providing water, structural design, and survey services. MBI will integrate the Chao team into the design phases of this project as an extension of staff assigning suitable roles to aid in the development of Chao staff.

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

The primary goal of this teaming arrangement is to successfully secure work. This project marks our first assignment under the partnership, aligning with Chao's objective to expand its presence in the water, structural, and survey sectors through hands-on experience.



CITY OF COLUMBIA

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

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

MBI will focus on developing the areas Chao identified in the business plan such as providing training and opportunity to work in design software, hydraulic modeling, and water distribution design along with structural design and survey services. Integrating the Chao team into the design of the relocated facilities, retaining wall design, and survey will aid in business development for Chao. Also, a schedule of deliverables will be established and agreed on by the M-P team. Milestones dates will be assigned to each deliverable. Success will be achieved if quality deliverables are made on-time

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

Mentor:

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

Protégé:

Chao will provide an assistant project manager, structural design engineer, water design engineer, and survey team.

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

List Subcontractors Names below: (Do not include Protégé)	Who will the subcontractor report to?	Who is responsible for payment of the subcontractor?
F&ME, Inc	MBI	MBI
Howard Engineering, Inc	MBI	MBI

Special Arrangements:



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Phone: 803-545-3950

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

a. Description of Mentor's responsibilities on project:

Project Management, Utility Coordination, Design, Permitting, Bidding Assistance, Construction Management, Construction Observation.

b. Description of Protégé responsibilities on project:

Utility Coordination, Design, Permitting, Construction Observation.

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

Utility Coordination, Design, Construction Services.

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

Protégé will be utilized in design phases of the project. Anticipated duration of the project is 15 months.

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

We will schedule quarterly teaming arrangement meetings to assess project progress as it relates to the teaming arrangement and business plan of the protégé. The Protégé will be involved in this process. Relating to the progress of our teaming arrangement, we will meet quarterly to review our teaming agreement and discuss progress made prior to submitting our quarterly required progress reporting to the City OBO office.

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

Protégé will be paid on percent complete of lump sum tasks. 100% of lump sum will be paid on completion of final deliverable. Invoice and payment to be made on a monthly basis.



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Phone: 803-545-3950

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

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

EXECUTED by Michael Baker International (Mentor Firm) this 18 day of November 2025.
Corporate SEAL

By: Kyle Crager, PE Kyle T. Crager Date: 2025.11.20 10:21:23-05'00'
Title: Water Services Manager
Firm Name: Michael Baker International

ATTEST:
By: Ryan Clarke, P.E. Ryan Clarke Digitally signed by Ryan Clarke Date: 2025.11.19 15:39:12-05'00'
Title: Project Manager

EXECUTED by Chao & Associates, Inc. (Protégé Firm) this 18 day of November 2025.
Corporate SEAL

By: David Chao, PE [Signature] 11/18/25
Title: Director of Structural Engineering
Firm Name: Chao & Associates, Inc.

ATTEST: [Signature]
By: Gerald Lee, PE
Title: Director of Civil Engineering

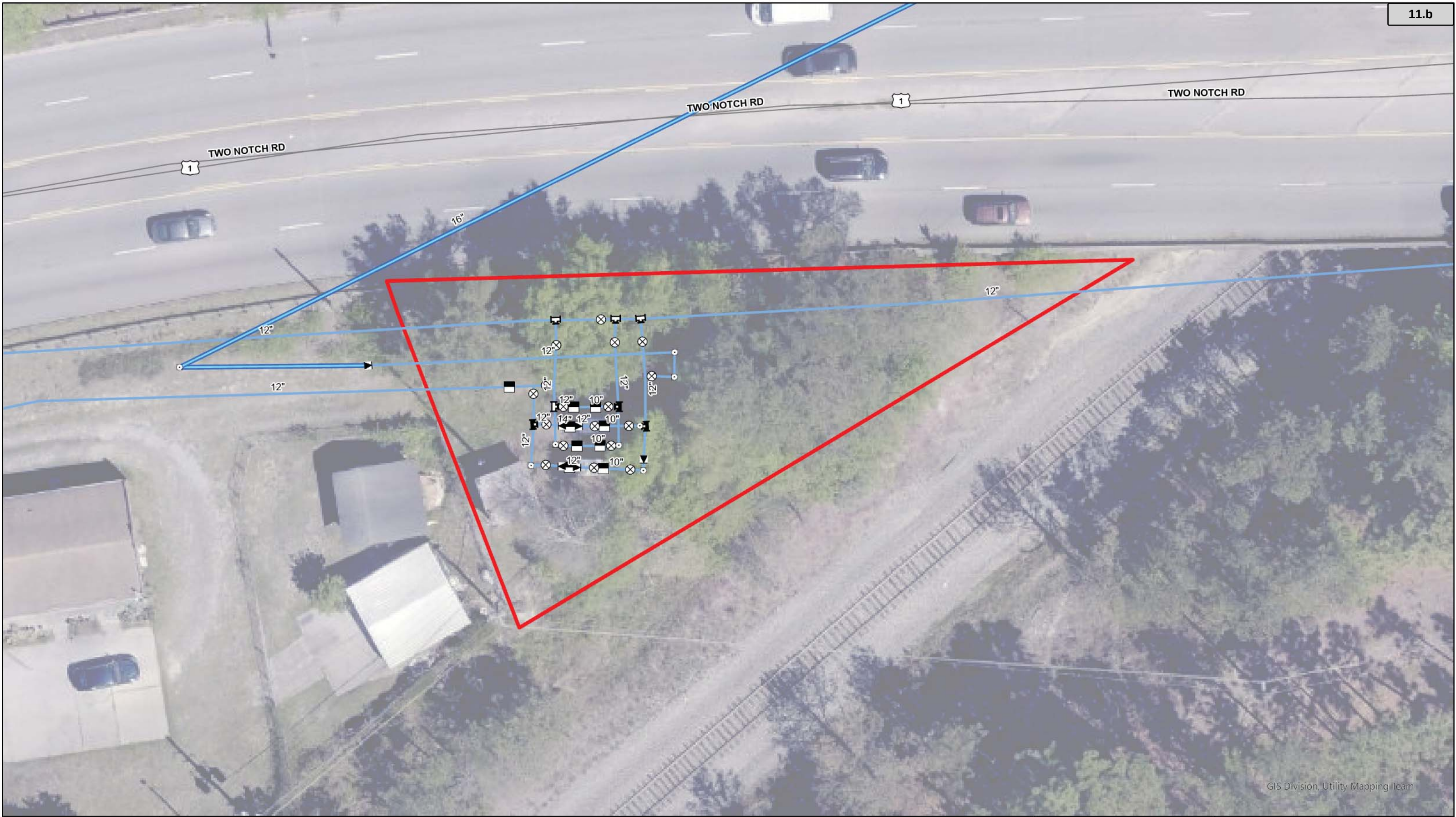


RECOMMENDED FOR APPROVAL:

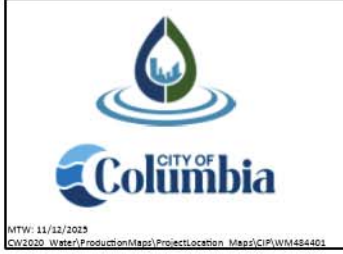
EXECUTED by the Office of Business Opportunities - Compliance on this 21st day of November 2025.

By: Cassandra Fletcher

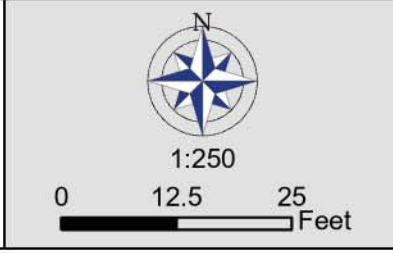
Title: Compliance Administrator



GIS Division, Utility Mapping Team



	Project Boundary		Water Distribution Line		System Valve	Fittings	
	Water Hydrant		Water Transmission Line		Control Valve		Bend
					Reducer		Tee
							Reducing Tee



WM484401
Pontiac Pump Station Rehabilitation

Prepared For: Colu

Packet Pg. 160



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

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

DATE: January 6, 2026

SUBJECT: Recommendation to Award
WM4844 Pontiac Pump Station Rehabilitation

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval to award WM4844 Pontiac Pimp Station Rehabilitation to Michael Baker International, Inc. in the amount \$186,763.50, which includes the base contract value of \$169,785.00 and 10% Owner's Controlled Contingency of \$16,978.50.

The purpose of this project is to assist the City of Columbia with correcting deteriorating conditions and operational issues at the Pontiac Booster Pump Station. Immediate upgrades are needed to ensure short-term operability, including line replacements, additional site valving, SCADA improvements, and possible retaining wall replacement.



MEETING DATE: January 6, 2026

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Professional Services Contract for Project SD853101; Belvedere Neighborhood Piped Storm Drainage System Improvements, as requested by Columbia Water on December 8, 2025. Award to Freese & Nichols, in an amount not to exceed \$219,770.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date twelve (12) months from commencement and the option to renew for two (2) additional one (1) year periods. This contractor is located in Fort Worth, TX.

REQUISITION NO.: R237287

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Storm Water Improvements Capital Project Control - Belvedere Neighborhood Pipe Improvements - Capital Project Costs (5549999-SD853101-658650). The original budget amount is \$219,770.00.

BUSINESS PROGRAM: Mentor Protege Program

PURPOSE:

This is a Mentor Protégé Program project. Freese & Nichols, is the mentor and will provide project management services at 79.98% (\$175,770.00) of the total contract amount.

Highfill Infrastructure Engineering, P.C., located in Columbia, SC, is the protégé and will provide engineering support services at 20.02% (\$44,000.00) of the total contract amount.

There were twenty (20) responses to RFQu003-24-25-KDD Stormwater Professional Services Capital Improvement Projects.

ATTACHMENTS:

- **#a:** SD853101 Memo Request for Approval (PDF)

- #a: SD853101 Memo Request for Approval (PDF)
- #c: SD8531_Tear_Sheet (PDF)
- #d: Final.Contract.FreeseNichols.SD8531 (PDF)
- #a: SD853101 Memo Request for Approval (PDF)



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

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

DATE: January 2, 2026

SUBJECT: Recommendation for Approval
Contract – Belvedere Neighborhood Piped System Improvements, SD853101

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the contract with Freese & Nichols to provide professional services in support of SD853101 Belvedere Neighborhood Piped System Improvements. The amount of this contract is \$219,770.00.

This project includes a study and stormwater model development of the piped storm drainage system in the Belvedere neighborhood. Out of this study will come an assessment of alternatives for improvements in the piped storm drainage system. These improvements may include rehabilitation of the existing system, replacement of sections of the existing system, and the installation of new storm drainage infrastructure.

The requested contract includes the following professional services:

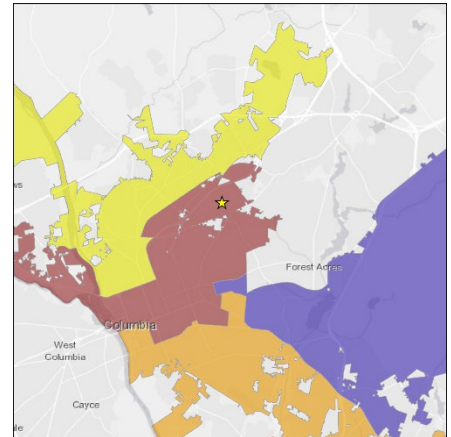
- Project Management and Coordination
- Data Compilation/Review and Field Assessments
- Existing Conditions Modeling and Sufficiency Evaluation
- Alternatives Evaluation and Project Development
- Project Reporting and Outreach

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

SD8531 Belvedere Neighborhood Piped System Improvement Analysis

Project Description: This project includes a study and stormwater model development of the piped storm drainage system in the Belvedere neighborhood.

Objectives: This project will assess alternatives for improvements in the piped storm drainage system. These improvements may include rehabilitation of the existing system, replacement of sections of the existing system, and the installation of new storm drainage infrastructure.



Project Type: Stormwater Infrastructure Improvement

Council District: 2

Project Funding: This project will be funded through the City's Stormwater Capital Improvement Program. Council is asked to approve a professional services contract with Freese & Nichols in the amount of \$219,770.00. The construction budget will be determined based on the improvement alternatives that emerge from this study.

Current Project Status: The City anticipates completing the system study and preliminary engineering report late in 2026. Based upon the findings of this study, one or more construction design projects will follow.

Project Contact: Frances Bryan, PE
Assistant City Engineer - Design
803.545.3544 | frances.bryan@columbiasc.gov





CONTRACT FOR PROFESSIONAL SERVICES

This Contract is awarded under procurement method RFQu003-24-25-KDD Stormwater Professional Services (CIP) – Category 1.

1. **PURPOSE** – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Freese & Nichols, (hereinafter referred to as the Consultant, to identify stormwater improvements to address flooding concerns and potential enhance water quality within the Belvedere neighborhood and surrounding areas draining to Bay Branch for the City of Columbia, SC.

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

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

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

4. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of twelve (12) months, with the option to renew or continue with work for two (2) additional one (1) year periods at the mutual pleasure of both parties.

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

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete all services performed under this Contract within the timeframes as outlined in Exhibit B, attached hereto.
6. **COMPENSATION** – (See Exhibit C)

- A. The total compensation to be paid by the City to the Consultant under this Contract shall not exceed Two Hundred Nineteen Thousand, Seven Hundred Seventy Dollars and No/100 (\$219,770.00).

- B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations, and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero-balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.
- C. Invoicing Procedure
Failure of the Consultant to follow these invoice requirements will result in the delay of payment of the invoice.
- D. Prompt Payment to Subconsultants and Material Suppliers (Use Prompt Payment Affidavit)
1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the SubConsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
 2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the SubConsultant no later than fourteen (14) calendar days after the SubConsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.
 3. A delay in or postponement of payment to the SubConsultant or material supplier requires good cause and prior written approval of the City or designee.
 4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
 5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultants sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, SubConsultant list that identifies each SubConsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.
 6. Failure to comply with these prompt payment requirements is a breach of this Contract. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.
- E. Affirmative Action Procurement and Contracting Goals:

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

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

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

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

F. Subcontracting Goals

Under this Contract, the subcontracting goals are as follows:

SB Goals	<u>20.02</u>	%
MBE	_____	%
WBE	_____	%
LSA	_____	%

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

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

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

8. INDEMNIFICATION & INSURANCE

- A. The Consultant shall procure and shall maintain during the life of this Contract, whether such operation be by itself or by a SubConsult or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this Contract, to adequately protect the City from any claims or damages including bodily injury or death, which may arise during performance and 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 has been given to the City, except ten (10) days' notice for cancellation due to non-payment.

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

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

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

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

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any SubConsultant of the Consultant commencing any services under this Contract and this insurance shall remain in effect throughout the term of this Contract, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured* on the General Liability and Automobile policies.
- C. The Consultant shall indemnify and hold harmless and reimburse the City, its agents, and employees from and against all losses, liabilities, expenses, and all claims for damages of any nature to the extent caused by the negligent acts, errors, or omissions or failure to act Consultant, its Subconsultants, 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. For professional liability claims, Engineer shall reimburse City for all reasonable costs of its defense in the same proportion Engineer is found liable.

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

9. **PERMITS & LICENSES**

- A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Contract. The Consultant shall be responsible for any costs relating to same.
- B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City for the Consultant to perform the services required under this Contract. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Consultant's Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/Contracts. 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 Contract.

10. **DUTIES UPON TERMINATION** – At termination of this Contract, 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 Contract or as the City may deem necessary to perform the required services by the City or the Consultants successor. All records shall be free from any proprietary claims or interest. The Consultant agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

11. **INTEREST OF ENGINEER** – The Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this 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/Architect/Engineer is expected to make Consultants services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with

that of the other entity. The City may at its discretion, waive this provision. The Consultant has provided a list of all its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Contract.

12. **TERMINATION OF CONTRACT** – The City may terminate this Contract at any time upon any of the following grounds:
- A. **DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term;
 - B. The Consultant fails to perform any of the services required in this Contract and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
 - C. Force Majeure;
 - D. The City, at its sole option and discretion, has the right to terminate this Contract for any reason whatsoever. A termination for default under this Contract, if wrongfully made, shall be treated as a termination for convenience under this clause;
 - E. Upon expiration of the term of this Contract; and
 - F. By mutual Contract.
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 Contract prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Consultant. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under this Contract. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.
13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any SubConsultant retained by the Consultant and related to the services required by this Contract 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 Contract.
14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consultant or any SubConsultant retained by the Consultant and related to the services required by this Contract 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 Contract.
15. **NOTICE** - All notices and communications in connection with this Contract will be addressed to the following:

City of Columbia

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

Freese & Nichols

Name: Neal Banerjee
 Title: Engineer/Project Manager
 Address: 801 Cherry Street Suite 2800
 Fort Worth, TX 76102
 Phone: 817-735-7300
 Email: neal.banerjee@freese.com

16. CONSENT DECREE Non-Applicable

- A. The services performed by the Consultant pursuant to this Contract are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Contract in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultants possession or control that relate in any manner to the Consultants performance under this Contract ("Preserved Documents"). Upon the Consultants performance of all services required under this Contract, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Contract.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultants rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in

the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultants failure to perform pursuant to the Contract.

- E. The Consultant shall perform the services pursuant to this Contract using sound Consulting practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

- A. Nothing in this Contract 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 Contract. 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 Contract without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.
The Consultant shall furnish and its Subconsultants shall furnish all information and reports required hereunder.
- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Contract, 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 Contract, if any, shall not be construed against the City.
- E. This Contract shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Contract and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.
- F. This Contract represents the entire Contract between the City and the Consultant and supersedes all prior communications, negotiations, representations, or Contracts, either written or oral. 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 Contract to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Contract, such modifications will be incorporated only by written amendment signed by both the City and the Consultant.
- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Contract 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 Contract at any time. Partial

payment by the City shall not be construed as a waiver. Waiver of any breach of this Contract shall not constitute waiver of a subsequent breach.

- H. In the event any provision of this Contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Contract is subject to City Council approval.
- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly, or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 - 1. influence the discharge of a public official's, public members, 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 members, or public employee's official responsibilities.

"Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts, and interest-free loans.
- K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Consultant shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Consultant's operations, including, but not limited to the Consultant's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff, or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Contract shall be binding upon the respondent and upon its successors and assignees. This Contract shall be binding upon the City in accordance with its terms and provisions.

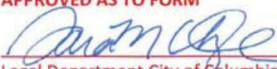
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Contract are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise. This Contract, exhibits and other documents include, but are not limited to the Conflict-of-Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Contract and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____	_____	_____
Witness	Teresa Wilson, City Manager	Date:

APPROVED AS TO FORM

Legal Department City of Columbia, SC
12/12/2025

Freese & Nichols

_____	_____	_____
Print: Name/Title	Signature	Date:

(Corporate Seal)

Attest

_____	_____
Signature	Date:

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

Exhibit E – Mentor Protégé Implementation Plan

Exhibit – F Belvedere CIP Scoping Map



To EXHIBIT A

SCOPE OF SERVICES

City of Columbia
CIP # SD853101
Belvedere Capital Improvement Project – Phase 1

The services performed by Freese and Nichols, Inc. (CONSULTANT) as a part of this Scope of Service include providing professional engineering services to the City of Columbia (CITY) to identify stormwater improvements to address flooding concerns and potential enhance water quality within the Belvedere neighborhood and surrounding areas draining to Bay Branch. The Belvedere neighborhood area of interest (AOI) is an approximate 330-acre area located in north-central area of the City of Columbia. The area is generally bounded by Two Notch Rd to the southeast, W. Beltline Blvd to the south, a railroad line (east of SC-277) to the west and north, and Cushman Dr to the northeast. The neighborhood is largely characterized by single-family residential homes built in the 1950s and streets with valley/rolled curb. There is generally limited drainage infrastructure along the streets. Residents of the neighborhood have expressed significant flooding concerns. The general location of the project is shown on Figure 1.

The project will be performed in phases as outlined below.

- **Phase 1 – Preliminary Engineering:** Evaluation and Design Alternative Concept Development (current phase)
- **Phase 2 – Design:** Design/Permitting/Construction Documents (*future phase*)
- **Phase 3 – Construction Services:** Project Bidding and Construction Support (*future phase*)

The scope document covers services associated with Phase 1. The primary objective of Phase 1 is to identify and develop improvement design concepts and schematics with cost estimates for specific projects to reduce and alleviate flooding within the watershed. Project concepts selected from Phase 1 will be designed and constructed in future phases. Proposed scope of work for Phase 1 includes but is not limited to the following main task items:

- Project Management and Coordination
- Data Compilation/Review and Field Assessments
- Existing Conditions Modeling and Sufficiency Evaluation
- Alternatives Evaluation and Project Development
- Project Reporting and Outreach

CONSULTANT will be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing Highfill Infrastructure Engineering, P.C. (Highfill) as our Protégé.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

CONSULTANT will manage the efforts of its project team members and sub-consultants by assigning manpower, delegate responsibilities, review work progress, monitor budget and schedule, and direct the progress of the work. As part of project administration, CONSULTANT will:

- Participate in general coordination via email, phone calls, and other similar informal methods
- Provide monthly invoicing and schedule updates pertaining to CONSULTANT's portion of the work to the City.
- Provide a detailed project schedule within one week of execution of the Contract.
- Plan and perform project quality control and quality assurance.
- Provide active Project Administration throughout project.
- Provide monthly progress reports.
- Invoice monthly and include amounts invoiced by sub-consultants in accordance with the City's invoicing procedures.

120 Coordination Meetings

Throughout the project, CONSULTANT will maintain regular contact through the CITY's staff. Progress meetings will include:

- Kickoff meeting (in-person)
- Monthly Progress meetings with CITY's Project Manager for duration of project. This is assumed to be 12 months for 12 meetings. It is assumed that monthly meeting will be virtual (Teams meetings) to be attended by 1-3 CONSULTANT Team representatives (based on
- Informal coordination and meetings with project stakeholders. Up to 3 in-person meetings are assumed for this phase.

130 Project Management & Coordination with the CITY

- CONSULTANT will communicate with the CITY through a single point of contact, CONSULTANT's Project Manager.
- CONSULTANT will utilize Teams/SharePoint (or other available program) provided by the CITY to share and file documentation of project progress, data, decisions, deliverables, designs, and management of the project.
- CONSULTANT will adhere to and update schedule as shown in Attachment C.
- CONSULTANT will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Public Outreach

- CONSULTANT will participate and provide support for up to 2 public meeting. Meeting support may include preparation of materials (graphics, presentations, etc.), participation/speaking, and/or compilation of meeting notes. The first meeting will be held at end of existing conditions analysis. The second meeting will be held to present recommended improvement alternatives.

150 Mentor-Protégé Program

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

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

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

210 Data Compilation/Review and Field Reconnaissance

CONSULTANT compile and review data/information and perform field reconnaissance to support and inform the project. CONSULTANT will perform the following activities under this task:

- Coordinate with the CITY to obtain previous watershed studies, storm/water/sewer utility mapping, parcel mapping, general base data, and other relevant information within the watershed.
- Review previous/on-going projects and studies provided by the City. Key known studies/projects to review/leverage include:
 - Webb Court Study (Woolpert)
 - Smith Branch Watershed Study (Woolpert/KCI)
 - Belvedere Stream Enhancement Project (AECOM)
 - Effective Flood Insurance Study (FEMA)

- Perform field reconnaissance to further assess field conditions or supplement data gaps through visual assessment informal field measurements.

220 Existing Conditions Modeling and Sufficiency Evaluation

CONSULTANT will perform existing conditions evaluation of the study area as outlined below:

- ***H&H Data Processing*** – process data in Task 210 to support H&H modeling to include:
 - Terrain and inventory data processing to delineate catchment boundaries
 - Land use and soils processing to determine hydrologic loss parameters
 - Precipitation frequency information compilation to develop design storm simulations
- ***Existing System Hydrologic & Hydraulic Modeling*** – develop PCSWMM model of existing drainage system under general context below.
 - Modelling Extents - Model total drainage area of Bay Branch upstream of SC-277 crossing (740± ac)
 - Model Framework – Leverage existing Webb Ct PCWMM model as starting point, but expand to full study area and include additional enhancements incorporation of 2D methodologies and verification/updates to model parameters.
 - Conveyance System Modeling – For areas within the Belvedere AOI, model all closed systems within right-of-way or that carry “public water”, and connecting channel segments (7.2± mi). For areas outside the AOI, model closed systems 24” and greater and connecting open channel segments (additional 2.3± mi.). This results in approximately 9.5 mi of drainage system modeling. Modelling will assuming all flow is able to “enter the system” to assess hydraulic capacity of conveyance system.
 - Inlet Capacity Evaluation – Perform desktop evaluation using GIS processing techniques to identify stormwater inlets in roadways that receive greater than 1 acre and may be more likely to surface roadway flooding. Limited inlet capacity/spread calculations may be performed to verify flood spread potential and inform potential system extensions.
 - Simulations - Model simulations will include 2-yr, 5-yr, 10-yr, 25-yr, 50-yr, and 100-yr storm events. Run existing land use conditions. Area is largely developed, so future/built-out conditions modeling not anticipated, but will be confirmed (and included if deemed appropriate) during the project.
 - Model Verification/Refinement – compare results previous studies, drainage complaints, or other inferential information. Make adjustments as appropriate.
- ***Sufficiency Evaluation*** – Evaluate/Compare model/mapping results with City (or otherwise applicable) level of service (LOS) and/or design standards

- ***Problem Area/AOI Development*** – develop preliminary problem areas and other areas of interest based on findings from data analysis.
- ***Alternatives Screening*** – develop cursory alternatives to present to City with options. Options will be high-level concepts and will be provided in recommendations section of report.
- ***Preliminary Outreach*** - assist the City with public engagement activities to communicate finding of existing conditions evaluation and present and get input/feedback on potential improvement alternative concepts (performed as part of Task 140)

230 Alternatives Evaluation and Project Development

CONSULTANT will evaluate alternatives to address issues identified in Task 220 and advance development of potential improvement projects by performing tasks outlined below:

- ***Improvement Alternatives Analysis*** – Evaluate and assess/model potential improvement alternatives. Identify one or more recommendations for each problem area.
- ***Design Concept Development*** - Prepare conceptual design schematics and rough-order-of-magnitude (ROM) cost estimates along with pros/cons, so they can be shared with City and stakeholders for prioritization/selection.

240 Preliminary Engineering Report and Deliverables

CONSULTANT will prepare a Preliminary Engineering Report (PER) and provide project deliverables and support outreach efforts as outlined below:

- ***Preliminary Engineering Report*** – prepare a preliminary engineering report that summarizes approaches, findings, and recommendations from all previous tasks. Submit draft and then final report.
- ***Outreach*** – assist the City with informing the public with final concepts and consider any additional feedback to be incorporated in Phase 2 (performed as part of Task 140)

TASK 300 – Survey and Utility Mapping

N/A – Design survey and utility mapping is not included in this scope of services.

TASK 400 – Geotechnical Investigation

N/A – Geotechnical investigation is not included in this scope of services.

TASK 500 – Final Design

N/A – Final Design is not included in this scope of services

TASK 600 – Permits and Property

N/A – Permitting and property related services are not included in this scope of services

TASK 700 – Bidding and Award

N/A – Bid phase services are not included in this scope of services

TASK 800 – Engineering Services During Construction

N/A – Construction administrative services are not included in this scope of services

TASK 900 – Full Time Construction Inspection

N/A – Construction inspection services are not included in this scope of services

TASK 1000 – Project Closeout

N/A – Project closeout is not included in this scope of services

TASK 1100 – Additional Services

If additional services are identified/requested during the project, they will be negotiated separately and handled through a contract amendment.

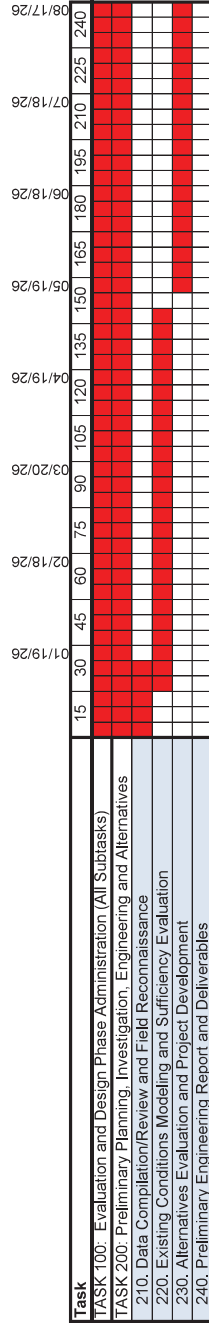
ATTACHMENT A TO EXHIBIT A
RESPONSIBILITIES OF THE OWNER

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

The CITY agrees to perform the following:

- Provide CONSULTANT with previous studies and City data that would be relevant to the project (see Task 210).
- Provide assistance in coordination with project stakeholders, regulatory agencies, utilities, and property owners.
- Respond to requests for information and review deliverables in a timely manner.

Belvedere CIP Project - SD853101
Phase 1 - Preliminary Engineering



12/20/2025

Task	Approx. Start Date	Approximate Calendar Days to Complete	Completion Date
TASK 100: Evaluation and Design Phase Administration (All Subtasks)	12/20/2025	365	Monday, December 21, 2026
TASK 200: Preliminary Planning, Investigation, Engineering and Alternatives Analysis	12/20/2025	365	Monday, December 21, 2026
210. Data Compilation/Review and Field Reconnaissance	12/20/2025	30	Monday, January 19, 2026
220. Existing Conditions Modeling and Sufficiency Evaluation	1/4/2026	130	Thursday, May 14, 2026
230. Alternatives Evaluation and Project Development	5/14/2026	130	Monday, September 21, 2026
240. Preliminary Engineering Report and Deliverables	9/21/2026	91	Monday, December 21, 2026

EXHIBIT B**COMPENSATION****City of Columbia****CIP # SD853101****Belvedere Capital Improvement Project – Phase 1**

Compensation for services provided under Tasks 100 through 1000 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$219,770.00. This includes \$175,370.00 of hourly tasks and \$400.00 in direct costs performed by the prime consultant, and \$44,000.00 of lump sum tasks performed by the protégé firm.

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

Task	Description	Hours-Prime	Fee	Subconsult	Total
Task 100	Evaluation and Design Phase Administration	96	\$25,802.00	\$3,000.00*	\$28,802.00
Task 200	Prelim Planning, Investigation, Eng & Alt Anal	777	\$149,568.00	\$41,000.00*	\$190,568.00
Task 300	Survey and Utility Mapping	0	\$0.00	\$0.00	\$0.00
Task 320	Easement Exhibits	0	\$0.00	\$0.00	\$0.00
Task 400	Geotechnical Investigation	0	\$0.00	\$0.00	\$0.00
Task 500	Final Design	0	\$0.00	\$0.00	\$0.00
Task 600	Permits and Property	0	\$0.00	\$0.00	\$0.00
Task 700	Bidding and Award	0	\$0.00	\$0.00	\$0.00
Task 800	Engineering Services During Construction	0	\$0.00	\$0.00	\$0.00
Task 1000	Project Closeout	0	\$0.00	\$0.00	\$0.00
	Direct Costs		\$400	\$0.00	\$ 400.00
	Total of Contract	873	\$175,770.00	\$ 44,000.00	\$219,770.00
	% of Contract to Subconsultants (labor fee)				20%
	% of Contract to Protégé (labor fee)				20%

* Lump Sum Tasks

The Engineer's requirement for Subconsultant and/or Protégé Participation is 20%.

APPENDIX - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/SUBCONTRACTORS

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

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

Business Name (as shown on W9 or SAM.gov) / SAM.gov Unique Entity ID & CAGE # (Required)	City of Columbia Vendor number (Required)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract (Carry two decimals)	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code - See Key Below)
Highfill Infrastructure Engineering, P.C. SAM.gov UEID - HJJCVC64NK6 CAGE # 7TNP3	V016533	Engineering support	\$44,000.00	20.02%	SBE	
				0.00%		
				0.00%		
				0.00%		
				0.00%		
				0.00%		

Key: Minority/Women Owned Business Enterprise Association Code**AF** – Asian American Female**BM** – African American Male**HM** – Hispanic American Male**AM** – Asian American Male**FB** – Non-Minority Female Owned**NF** – Native American Female**BF** – African American Female**HF** – Hispanic American Female**NM** – Native American Male**COMBINED TOTAL SUB AMOUNT \$** 44,000.00**TOTAL CONTRACT AMOUNT: \$** 219,770.00

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

Business Name: Freese and Nichols, Inc.Representative Name/Title: Neal Banerjee, PE, CFM / Sr. Stormwater Engineer (Project Manager)Date: 10/22/2025

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Highfill Infrastructure Engineering, P.C.

Company Name

1201 Main Street, Suite 1180

Physical Address

1201 Main Street, Suite 1180

Mailing Address

Columbia, SC 29201

City/State Zip Code

803-250-6214

Phone number

N/A

Fax number

Dave Johnson, PE

Primary Contact Name

John McLaughlin, PE

Secondary Contact Name

djohnson@hiepc.com

Primary Contact Email Address

jmclaughlin@hiepc.com

Secondary Contact Email Address

HJJCVCR64NK6

Sam.gov UEID #

V016533

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code

Phone number

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Sam.gov UEID #

Vendor #



CITY OF COLUMBIA

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

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: <u>10/15/25</u>	Mentor Amount: <u>\$175,770</u> (including subcontractors or sub consultants amounts)
Project Name: <u>Belvedere CIP</u>	Mentor % of Total Contract: <u>80.00% 79.98%</u> Revised 12/2/25 by FEB
Project #: <u>SD853101</u>	(include 2 decimal places) <u>\$44,000</u>
Mentor: <u>Freese and Nichols, Inc.</u>	Protégé Amount: _____
Protégé: <u>Highfill Infrastructure Engineering, P.C.</u>	Protégé % of Total Contract: <u>20.02%</u> (include 2 decimal places)
Total Project Contract Amount: <u>\$219,770</u>	Duration of the Project: <u>12 Months</u>

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

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

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

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

Address contractual relationship, general roles and informal teaming arrangements.

Mentor will coordinate regularly to engage Protege to support the project. In this phase of the project, Protege will support all tasks with emphasis on - leading field reconnaissance and providing input and independent review on development of improvement design concepts.

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

This work will help provide opportunity for Protege to increase experience/exposure in stormwater related work.



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

Mentor will work with Protege to enhance stormwater exposure and experience

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

Mentor:

Hydrologic/Hydraulic modeling and design development staff

Protégé:

Field staff for reconnaissance and engineering staff for stormwater improvement project development

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

List Subcontractors Names below: (Do not include Protégé)	Who will the subcontractor report to?	Who is responsible for payment of the subcontractor?
No subcontractors beyond Protege		

Special Arrangements:



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

a. Description of Mentor's responsibilities on project:
Overall project management and lead on modeling/engineering tasks

b. Description of Protégé responsibilities on project:
Field/Local support and engineering assistance on improvement project development

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

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

12. Protege will be engaged through duration of project which is anticipated to be 12 months.

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

Anticipate regular monthly meetings and information coordination as necessary

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

Will include Protege invoices on Mentors monthly invoices to City.



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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

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

EXECUTED by Freese and Nichols Inc (Mentor Firm) this 20th day of Oct 2025.
Corporate SEAL

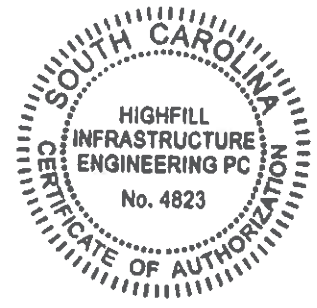
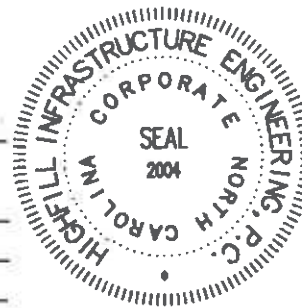
By: Bryan M. Dick
Title: Principal / Vice President
Firm Name: Freese and Nichols, Inc.



ATTEST: Neal Bonajer
By: Neal Bonajer
Title: Sr. Stormwater Engineer

EXECUTED by [Signature] (Protégé Firm) this 17th day of OCTOBER 2025.
Corporate SEAL

By: John W. McLaughlin, PE
Title: Vice President
Firm Name: Highfill Infrastructure Engineering, P.C.



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

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 2nd day of
December 2025.

By: LaTonya B Germany

Title: Program Compliance Specialist



MEETING DATE: January 6, 2026

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Professional Services Contract for Project WM4865; Free Hope Pressure Reducing Valve Site, as requested by Columbia Water on December 1, 2025. Award to Hazen & Sawyer, in an amount not to exceed \$225,600.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date thirty months (30) months from commencement and the option to renew for two (2) additional one (1) year periods. This firm is located in Columbia, SC.

REQUISITION NO.: R238071

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - Free Hope Pressure Reducing Valve - Capital Project Costs (5529999-WM486501-658650). The original budget amount is \$225,600.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

PURPOSE:
This is a Mentor Protégé Program project. Hazen & Sawyer, is the mentor and will provide project oversight services at 68.96% (\$155,570.00) of the total contract amount.

DESA, Inc., a Minority Business Enterprise (W) located in Columbia, SC, is the protégé and will provide permitting and onsite construction observation services at 20.09% (\$45,330.00) of the total contract amount.

The following subcontractors will provide additional services and materials:

Howard Engineering, Inc., a Minority Business Enterprise (W) located in Columbia, SC, will provide electrical engineering services at 10.95% (\$24,700.00) of the total contract amount.

There were twenty (20) responses to RFQu001-23-24-KDD Major & Minor Water Distribution Systems Projects.

ATTACHMENTS:

- **#a:** WM4865 - Project Tear Sheet (PDF)
- **#b:** Final.Contract.RFQu001-23-24-KDD.WM4865.Free.Hope (PDF)
- **#c:** WM4865_Council Memo (PDF)
- **#c:** WM4865_Council Memo (PDF)

WM4865 – Free Hope PRV Site

Project Description:	Project WM4865, Free Hope PRV Site, includes the design and installation of a pressure reducing valve (PRV) at the Free Hope Pump Station site. The Consultant will develop a comprehensive design for the PRV and operational strategies. The contract includes providing technical support to the City of Columbia including review of all available data, finalizing the preferred alternative, engineering design, permitting, bidding assistance, and engineering services during construction.
Objectives:	This project has been identified as a priority to facilitate operational adjustments of the City's water system during peak summer day conditions.
Project Type:	Water Distribution
Council District:	Outside
Project Funding:	This project is being funded through the City's Water CIP at a design cost of \$225,600.00, including project contingency.
Current Project Status:	Project design is expected to begin in early 2026 and will be complete in nine months.
Project Contact:	John Riggs, PE Deputy Director of Major Capital Projects 803.528.4238 john.riggs@columbiasc.gov





AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is awarded under procurement method RFQu001-23-24-KDD Major & Minor Water Distribution Systems Projects. Category I

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Hazen & Sawyer, (hereinafter referred to as the “Engineer”), for the design and installation of a Pressure Reducing Valve (PRV) at the Free Hope Pump Station has been identified as a priority project to facilitate operational adjustment of the City’s water system during peak summer day conditions for the City of Columbia, SC.

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Engineer shall provide the scope of services of work 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.
3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Engineer 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.

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of the *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of thirty (30) months with the option to renew or continue with work for two (2) additional one (1) year periods at the mutual pleasure of both parties.

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

the initial term and any subsequent extension periods may be determined no later than 90 days prior to the end date of each period.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Engineer shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit B, attached hereto.
6. **COMPENSATION** – (See Exhibit C)
 - A. The total compensation to be paid by the City to the Engineer under this Agreement shall not exceed two hundred twenty-five thousand, six hundred dollars and No/100 (\$225,600.00).
 - 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). Engineer must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Engineer, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.
 - C. Invoicing Procedure

Failure of the Engineer to follow these invoice requirements will result in the delay of payment of the invoice.
 - D. Prompt Payment to Subconsultants and Material Suppliers (Use Prompt Payment Affidavit)
 1. The Engineer is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Engineer has received payment from the City.

2. In addition, all retainage amounts received from the City by the Engineer must be paid by the Engineer to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.
4. The Engineer is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Engineer for subsequent work performed unless and until the Engineer ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Engineer's sworn statement that it has complied with the prompt payment requirements. The Engineer must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.
6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Engineer debarment.

E. Affirmative Action Procurement and Contracting Goals:

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

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

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals		%
MBE	<u>31.04</u>	%
WBE	<u> </u>	%
LSA	<u> </u>	%

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

- 7. MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goal for this requirement is 20.09%

The Engineer must comply with Mentor-Protégé Program Guidelines. The Engineer

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

8. INDEMNIFICATION & INSURANCE

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

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

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

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

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

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

- B. The 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 Subconsultant of the Engineer commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The 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 negligent action or failure to act by Engineer, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The 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 under this Agreement. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

9. PERMITS & LICENSES

- A. The 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 the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Engineer to perform the

services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the 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.

10. **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.

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

The Engineer is expected to make Engineer'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 Engineer has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Agreement.

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

- A. DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term;
- B. The Engineer fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
- C. Force Majeure;
- D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;
- E. Upon expiration of the term of this Agreement; and
- F. By mutual agreement.

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the 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.

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Engineer or any Subconsultant 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.

14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Engineer or any Subconsultant 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.

15. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

City of Columbia

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

Hazen & Sawyer

Name: Troy Maciaszek, P.E.
Title: Senior Associate
Address: 1330 Lady Street
Columbia, SC 29201
Phone: 803-779-0001
Email: TMaciaszek@hazenandsawyer.com

16. **CONSENT DECREE Non-Applicable**

- A. The services performed by the Engineer pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Engineer by the City and is incorporated by reference herein. The Engineer shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Engineer shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Engineer's possession or control

- that relate in any manner to the Engineer's performance under this Agreement ("Preserved Documents"). Upon the Engineer's performance of all services required under this Agreement, the Engineer shall provide the City with all Preserved Documents. In addition to the requirements above, the Engineer shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Engineer shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Engineer first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Engineer shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Engineer's rationale for attributing such delay to a force majeure event. The Engineer shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Engineer shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Engineer neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Engineer agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Engineer that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Engineer's failure to perform pursuant to the Agreement.
- E. The Engineer shall perform the services pursuant to this Agreement using sound Engineering practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the 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. The Engineer shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Engineer.

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

- D. In the event there are any disagreements between the City and the 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 and City of Columbia Code of Ordinances and those of the State of South Carolina. The Engineer agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the 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. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

- 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 acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 - 1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 - 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 - 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public members, or public employee's official responsibilities."Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out the service, the Engineer shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Engineer shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-

Discrimination in Contracting Policy, the term “sex” includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Engineer’s operations, including, but not limited to the Engineer’s employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The 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 Non-Discrimination in Contracting Policy. The Engineer shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Engineer under this Agreement are matters of public record, but that the Engineer agrees that they shall only be made available to any individual or organization by the City and the Engineer shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

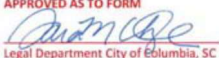
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Witness the parties’ respective hands and seals on the date first written below.

CITY OF COLUMBIA, SOUTH CAROLINA

_____	_____	Date: _____
Witness	Teresa Wilson, City Manager	

APPROVED AS TO FORM



Legal Department City of Columbia, SC

12/12/2025

NAME OF FIRM

_____	_____	Date: _____
Print: Name/Title	Signature	
(Corporate Seal)		
Attest		

_____	Date: _____
Signature	

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

Exhibit E – Mentor Protégé Implementation Plan

Exhibit F – Location Map

EXHIBIT A

SCOPE OF SERVICES

City of Columbia CIP # WM4865 Free Hope PRV Site

The services performed as a part of this Scope of Service include providing technical consulting support to the City of Columbia (CITY) for a water distribution control valve project, including site evaluation, and engineering services during design and construction for the project.

The Free Hope Pump Station is located on Richland County parcel R17500-04-75 adjacent to North Pines Road. The existing station was constructed in the early 1980s and typically moves flow from the Horseshoe Pressure Zone to the Northeast Pressure Zone. During peak summer demand days, the pumps are turned off and a bypass valve must be manually opened to allow flow from the Northeast Pressure Zone back to the Horseshoe Pressure Zone. This alternate operational approach forces supplemental flow from the Lake Murray source water into the Horseshoe Zone, alleviating pressure on the Harden Street and Horseshoe Pump Stations. The manual operation of valves takes valuable manpower that could be devoted to other operations activities, therefore the City wishes to automate this actuation with a valve that can be remotely operated. This project will include installation of a pressure sustaining valve at the Free Hope Pump Station site, along with actuators for related valves, which will allow for precise control over the interface between zones without manual operation.

The general location of the project is shown on Figure 1 attached. The purpose of this project is to develop design criteria for the pressure sustaining valve and related improvements, confirm the proposed solutions meets hydraulic and operational requirements, and perform engineering and design services for permitting, bidding, and construction.

In general, (Consultant) will provide the following scope of services:

- Project Management
- Evaluation of Existing Conditions and Site Survey
- Engineering Services During Design and Permitting
- Engineering Services During Construction

Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing DESA, Inc. as our Protégé.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

Consultant will manage the efforts of its project team members and sub-consultants, assign manpower, delegate responsibilities, review work progress, monitor budget and schedule, and otherwise direct the progress of the work. As part of project administration, Consultant will:

- Maintain regular contact through the CITY's staff throughout the project.
- Provide monthly schedule updates pertaining to Consultant's portion of the work to the CITY. The schedule shall be included with an updated Monthly Progress Report to be submitted with a draft invoice to the CITY for review. A project schedule shall be created and updated not less than monthly in MS Project or Primavera P6. The initial detailed project schedule shall be reviewed by the CITY before proceeding with the Scope of Service. The schedule shall begin based on the date on the Notice to Proceed and shall use the calendar days as outlined in Exhibit B (Gantt schedule). All documents provided to the CITY for review and approval shall be provided in hardcopy and electronically in PDF format and loaded to SharePoint at a minimum.
- Invoice monthly and include amounts invoiced by sub-consultants in accordance with the City's invoicing procedures.
- Implement and adhere to internal quality control and quality assurance procedures and ensure all work performed by subconsultants and subcontractors meets these quality control and quality assurance procedures prior to issuance of all deliverables.
- Terminate Project Administration at the completion of Task 700.

120 Coordination Meetings

Throughout design of the project, Consultant will maintain regular contact through the CITY's staff. Progress meetings include:

- A kickoff meeting at the beginning of the project.
- Monthly Progress meetings with CITY's Project Manager for duration of project (9 meetings total for design phase administration).
- Draft Basis of Design Memorandum (30% design) review meeting – one (1) meeting to be held during a recurring monthly progress meeting.
- 90% design review meeting in Task item 560 – one (1) meeting to be held during a recurring monthly progress meeting.
- One (1) pre-bid meeting in Task item 710.

130 Project Management & Coordination with the CITY

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

- Consultant will use SharePoint, provided by the CITY, to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
 - All documents should be loaded to SharePoint within seven (7) days. Consultant is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories (not scanning and loading multiple category documents into one file) so they can easily be found by searching by category and/or by document name.
- Consultant will adhere to and update Gantt schedule as shown in Exhibit B.
- Consultant will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Mentor-Protégé Program

Consultant and DESA, Inc. will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:

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

TASK 200 – Preliminary Planning, Investigation, and Engineering

210 General Data Collection, Field Recon and Coordination

- Consultant will coordinate with the CITY to obtain existing utility mapping in the project area.
- Consultant will obtain county tax map records for identifying property potentially affected by the project.

- Consultant will review SCDOT and CITY maps for road and street right-of-way information.
- Field reconnaissance will be conducted on the Free Hope Pump Station site. Observations during the field reconnaissance will be recorded and used to identify qualifying or disqualifying issues associated with the proposed improvements.

220 Preliminary Agency Coordination and Meetings

- No preliminary agency coordination or meetings are believed to be necessary and therefore are not included in this scope.

230 Design Criteria

- Consultant will utilize the City's hydraulic model to support the selection of appropriate pressure sustaining valve.
- Consultant will identify operational procedures and improvements necessary for remote implementation of peak demand operation scheme.
- Consultant will evaluate site constraints and proposed improvements to develop a conceptual site layout.
- This scope assumes that the pressure sustaining valve will be manufactured by Ross.

240 Preliminary Design and Draft Basis of Design Memorandum

- Consultant will prepare a brief Basis of Design Memorandum (BODM) that will document the results of the site investigations, summarize existing conditions, and outline design criteria for the proposed improvements. This will be submitted for review by the CITY and include the following:
 - Summary of existing conditions including description of the Free Hope Pump Station, hydraulic operations, and interface characteristics of the Horseshoe and Northeast pressure zones.
 - Description of current peak demand operation scheme and operational requirements to implement this scheme with existing equipment.
 - Evaluation of reducing/sustaining valve suitability for implementation at the Free Hope PS site.
 - Overview of necessary related improvements, including electrical, instrumentation, and mechanical systems.
 - Conceptual site plan, process and instrumentation diagram, and electrical single line diagram.
 - Draft construction schedule.
- Consultant will submit the draft BODM to the City approximately two weeks prior to a regularly scheduled progress meeting, so that Consultant and City can review the BODM and discuss any comments during that meeting.

250 Final Basis of Design Memorandum and Conceptual Cost Opinion

- Following the Draft 30% BODM review meeting and receipt of written comments from City, Consultant will prepare a final draft of the BODM. This final draft will include the final recommended approach for the project along with a conceptual opinion of probable project cost. This submittal will be considered the 30-percent overall project completion review.

TASK 300 – Survey and Utility Mapping

Upon project initiation, field investigations at the Free Hope Pump Station site shall be conducted in support of plans preparation and final design.

310 Field Survey

- All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- Horizontal datum shall be: SC State Plane Coordinates NAD83 (2007)
- Vertical datum shall be: NAVD 88
- The Consultant's surveyor will complete field surveying within Richland County parcel R17500-04-75 and along a 20-foot-wide corridor centered on the driveway. All relevant visual or physical features within these boundaries will be surveyed including significant or "specimen" trees 12 inches and larger, rock outcroppings, structures, etc. and will make detailed records for inclusion in field survey files. Detailed surveying associated with mapping delineated wetland boundaries is not included in this scope of services. Consultant's surveyor shall recover existing horizontal control monuments and establish GPS control points as needed within the survey area. Consultant's surveyor shall work within the survey limits to locate existing sanitary sewer manholes, property boundaries, and other existing utilities and physical features. Consultant's surveyor shall recover existing vertical control points. One temporary benchmark (TBM) will be established at the Free Hope PS site. Consultant's surveyor will also provide top of bank, bottom of bank, and water surface elevations at all water crossings along the proposed pipeline alignments. Significant rock outcroppings shall be identified.
- Locate both horizontally and vertically (where appropriate) within the survey area all exposed structures, land features, property corners (as required), marked utilities, etc., such as, but not limited to, location of paved roads and driveways (w/type identified); stormwater culverts with inverts and any headwalls or inlet/junction boxes (w/size and invert elevations identified); stormwater ditches (w/top and bottom of banks identified); power poles and guy wires (w/connection of overhead power lines to adjacent poles); electric boxes; gas valves and meters; water valves, meters, and fire hydrants; exposed pipes

(w/type, diameter, and material identified); cable boxes; telephone pedestals; mailboxes; fences; signage (street name, traffic, etc.); tree and brush lines; all trees of sufficient size that require protection according to applicable sections of Richland County's current tree ordinance (with identification of size and type); and any other miscellaneous aboveground structure or feature.

- All underground utilities as identified and marked in the field by the local utility locating service shall be located by the survey. This shall include, but not be limited to, all electric, gas, water, cable, stormwater, fiber optics, and telephone service lines. It will be the responsibility of the Engineer's surveyor to contact the utility locating service in the appropriate amount of time prior to field surveying, such that all service lines as identified can be properly located. The Engineer's surveyor will, at a minimum, contact the Palmetto Utility Protection Service (P.U.P.S.) at 1-800-721-7877 and CITY for field locating all underground utilities. It is understood that the P.U.P.S. locate request may not result in all utilities being marked.
- All State and County ROWs and any existing obvious and apparent utility easements within the project limits shall be researched through the appropriate entity and identified by the Consultant's surveyor for use during the survey and used for design purposes. This information shall be included in the electronic file and survey drawings.
- Topographic survey will include ground elevation shots as required to define changes in slope, ditch crossings, etc., as necessary to develop an accurate topography of the survey extents.
- From the survey data, the survey subcontractor shall prepare final AutoCAD electronic files of the entire survey that accurately locates all horizontal (planimetric) features and contains, on separate layers, all feature labels and all surveyed points with point number, description, and elevation.

320 Property Research and Easement Exhibits

- In consultation with CITY, the Consultant shall assist the City with easement acquisition through the research and preparation of easement exhibits for each property on which a temporary and/or permanent easement will be required. This Scope of Services is based on preparing two easement exhibits. Two rounds of edits are included for each exhibit; an amendment may be issued if additional edits or easement exhibits are required.

330 Utility Mapping

- The Consultant's surveyor shall provide existing utility information within the boundaries of the survey. This information will be obtained with assistance of SC811. No Sub Surface Utility Engineering (SUE) is proposed for this project.

TASK 400 – Geotechnical Investigation

NOT USED

TASK 500 – Final Design

510 Project Plans and Specifications

- Consultant will prepare drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by an installation contractor. One set of contract documents will be provided to the CITY to be used to solicit bids for the construction of the project. The Contract Documents shall consist of and include the following:
 - Detailed plan and profile drawings on 24" x 36" plan sheets
 - The following plan sheets are assumed:
 - General – 3
 - Civil – 6
 - Mechanical – 3
 - Structural – 3
 - Instrumentation – 3
 - Electrical – 4
 - Relevant features impacting construction as located by the survey.
 - Design and construction details.
 - Specifications describing performance requirements for a prefabricated enclosure or prefabricated building to house the valve and associated equipment.
 - Sediment and erosion control details.
 - Relevant environmental features.
 - Existing pipe demolition/abandonment as needed
 - Specifications coordinated with the CITY'S standard contract documents.
 - Special conditions related to permit requirements and easement requirements.
 - Material specifications including minimum installation requirements.
 - CITY will provide the standard contract, advertisement, general conditions, supplemental conditions, bid form, City procurement program requirements, etc. Consultant will provide the technical specifications, bid quantities, measurement and payment items and special provisions.
- Upon approval of the 100-percent submittal, Consultant will provide one set of final bid plans, a CD containing PDF's of the signed and sealed drawings, one sided copy of unbound specifications and final cost estimate in digital format to match the bid tab item list.

520 Regulatory Agency Coordination

- Consultant will contact and meet as necessary with City, County, State and Federal regulatory agencies to determine design parameters for construction of the new valve in accordance with regulatory requirements.
- Consultant will coordinate final design to comply with regulatory requirements.
- Potential agencies are:
 - South Carolina Department of Environmental Services
 - South Carolina Department of Transportation

530 Opinion of Probable Construction Cost and Schedule

- Consultant will submit an opinion of the probable cost for the Project including construction costs, contingencies and other related items at the 90 percent design milestone. 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.

540 Design Reviews

- Consultant will conduct an Internal Technical Review using the Consultant's Quality Management System (QMS) program.
- After the Internal Technical Review, Consultant will provide the CITY copies of plans and specifications for the Project for review and approval at the ninety (90%) completion milestone. Consultant will meet with the CITY during this milestone to discuss the project and obtain input from the Client. Following the review, Consultant will make revisions as requested by the City. Documentation of the completed reviews will be provided to the CITY by the Consultant. Following the technical reviews, Consultant will make modifications to the construction documents.
- At the conclusion of final design, drawings and specifications will be submitted to the CITY for final review and approval. Any revisions to the drawings will subsequently be made to incorporate the CITY's comments. Upon approval by the City, plans and specifications and any permits obtained will be submitted to the CITY for production during the bidding process.

TASK 600 – Permits and Property

610 Property and Right-of-Way Assistance

- Easements – Refer to Task 330 above.
- The Consultant will rely on Richland and or Lexington County Tax Map information in identifying property owners and will research Richland County records for property plats that have been recorded and filed with the County.

The Consultant cannot guarantee the accuracy of the County records but will revise the plats as necessary if during the legal research and easement acquisition process corrections are required to the plats.

- This scope assumes the CITY staff will obtain all necessary easements including temporary construction easements and new permanent easements utilizing the easement exhibits prepared by the Consultant.
- Upon CITY approval of the preliminary (30%) percent site plans, Consultant will evaluate and recommend any required easement areas for CITY's consideration. Upon CITY's approval of easement areas Consultant shall prepare and submit easement exhibits. Refer to Task 330 above.

620 Permits

- Construction Permit: Upon CITY approval of the ninety (90%) percent completion documents, Consultant will submit copies of the project plans and specifications for final review and approval by the South Carolina Department of Environmental Services (SCDES); work with SCDES and assist the CITY in efforts to obtain the necessary permits including partial and final permit to operate and/or approvals; and furnish SCDES with the required number of copies of plans and specifications needed for review and approval.
- Stormwater Permit: The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by Richland County. Upon CITY approval of the ninety (90%) percent completion drawings, Consultant will prepare a limited Stormwater Pollution Prevention Plan and NOI application for submittal and approval by Richland County. Consultant will provide all required submittal copies and respond to all inquiries by Richland County. This scope assumes that a limited submittal is required for projects disturbing one acre or less.
- Wetlands Permit: This scope assumes no wetland permit or delineation is required.
- Roadway Encroachment Permits: This scope assumes that no modifications will be made to the existing driveway and that no roadway encroachment permits are required.
- Other Permits: This scope does not include railroad encroachment permits or permits/reporting required for SRF funding. If they are required, they can be added by amendment.

630 Permit Application Fees:

- The Consultant will utilize this Not-to-Exceed task for direct costs associated with permit fees. No labor is included in this Task. These anticipated fees are

based on information available at the time of scoping. A total of \$1,265 of permit fees are anticipated. The estimated fees for permits are as follows:

- SCDES Construction Permit - \$165
- Stormwater Permit and Inspection Fees - \$1,100
- This cost will cover all permit fees apart from any wetland mitigation fees. The limit as identified in the proposal is a ‘not-to-exceed’ value without written consent of the CITY.

TASK 700 – Bidding and Award

710 Bidding Assistance

- Consultant will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFIs), attending the bid opening.
- It is assumed that the duration of the Bid Period will be forty-five (45) days and that the CITY will be distributing the bid packages. An additional sixty (60) days is assumed from selection of the Contractor to the issuance of the Notice to Proceed.
- While a formal prequalification process is not anticipated, Consultant will work with the CITY to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

720 Award Recommendation

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

730 Conformed Documents

- Consultant will prepare Conformed Documents that incorporate Addenda items. The Conformed Documents will be used for construction. The Consultant will provide the City and Contractor each (3) hard copy sets and (1) digital set (in Adobe PDF format) of the Conformed Documents.

TASK 800 – Engineering Services During Construction

810 General Administration of Construction Contract

- This scope assumes that a new pressure sustaining valve will be installed above ground in a prefabricated enclosure at the existing Free Hope PS site. After award of the construction contract, Consultant will assist the CITY with the contract administration and provide periodic observation of the construction work. It is anticipated that the construction period for the project will be five (5) months (150 days) for substantial completion and thirty (30) days for final completion with construction duration of 180 days. An increase in the construction schedule may require an amendment to authorize additional construction services.
- Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Services, Consultant shall not supervise, direct or have control over Contractor's work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.
- Administration of Construction Contract: As part of general administration of the construction contract, Consultant will consult with and advise the CITY and act as its representative during the construction period. Consultant will provide contract administration and general services required for the Project, including:
 - a) As CITY's representative for the duration of the construction contract, all communications to and from the contractor shall go through Consultant. On behalf of the CITY, Consultant will administer the construction contract, respond to Contractor's correspondence, and issue instructions from the CITY;
 - b) Consultant will use the SharePoint document control system provided by the CITY. Consultant will maintain a complete document file for the project. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, quality control testing; site inspection records, shop drawing schedule, shop drawing submittals, requests for information (RFIs), potential and executed change orders, scheduling, project meeting agendas and minutes, cost and disbursement data, progress reports and all other documents pertaining to the construction contract;
 - c) Hold a pre-construction meeting and monthly progress meetings that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project.
 - d) Prior to pre-construction meeting, prepare a list of required shop drawing submittals, a list of required testing procedures (field tests, shop tests, and performance tests), a list of required warranties, and a list of required material samples and distribute these lists to all parties.

- These lists shall be inclusive of all submittals required as part of the Contract Documents. Additionally, these lists shall be updated as needed throughout the construction process and shall be used to track dates and approvals of actual submittals.
- e) One (1) pre-construction meeting and six (6) monthly progress meetings have been budgeted. Consultant will submit meeting minutes of all meetings to the CITY.

820 Submittal & Pay Application Review

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

830 Change Management

- Change Orders and Time Extensions: Consultant will provide services in connection with change orders to the Construction Contract to reflect minor

changes or deletions requested by the CITY Consultant or the Contractor and make revisions to Drawings and Specifications occasioned thereby. An accurate listing of additional costs and credits as a result of change orders will be maintained by Consultant. Upon receipt of a requested change order, Consultant will review it in detail and then discuss it with the CITY, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the CITY or Contractor may require additional analyses or evaluation beyond the scope of this Contract.

840 Completion Monitoring & Documentation

- Quality Assurance Testing: Consultant will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs.
- Final Inspections: Consultant will perform the following:
 - Conduct a walk-through inspection with the Contractor and the CITY to determine if the Project has reached substantial and/or final completion
 - Prepare a punch list of work items remaining.
 - Conduct one final inspection to determine if the work is acceptable, so that Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the CITY and the Contractor that the work is acceptable.
 - Observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Drawings and Specifications prepared by Consultant.
 - Stormwater Closeout Inspection & Notice of Termination

850 Periodic Construction Observation

- Construction Observation: Consultant's project engineer will visit the site (excluding visits coinciding with monthly progress meetings) to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During Consultant's visits, and on the basis of on-site observations, Consultant will keep the CITY informed of the progress of the work, will endeavor to guard the Client against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents. Considering the complexity of this work and its location, this scope includes the following time for observation of construction:
 - Detail Hourly Projections
 - This scope includes weekly site visits for four (4) months (16-weeks) by the field representative. Each site visit is assumed to be one half day (4 hours).

- If additional site visits are required, this contract will be amended to provide such additional services.

TASK 900 – Full Time Construction Inspection

- This service is not provided under this agreement.

TASK 1000 – Project Closeout

1010 Record Drawings

- Consultant will prepare record drawings in electronic format as approved by the City and in accordance with the City's record drawing standards. It is assumed the contractor will perform the survey with a licensed PLS. The final record drawings will be delivered in electronic format on a DVD. Drawings will be provided in a format compatible to the CITY's GIS system.

1020 Punch List and Final Inspection

- See Task 840 of this agreement.

1030 O&M Submittals

- At the conclusion of the project, Consultant will receive, review and transmit to the CITY with written comments guarantees, Bonds, and certificates that are required by the Contract Documents and provided by the Contractor.
- O&M submittals will be prepared by the Contractor.

1040 Digital Information Submittals

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

1050 Final Notice of Acceptability of the Work

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

TASK 1100 – Additional Services

1110 General Task

The CITY reserves the right to amend this Agreement so that Consultant may furnish additional services such as those listed below:

- Additional water system improvements not identified in the project description.
- Additional Surveying outside original scope or for Record Drawings.
- Additional Construction Services beyond the hours and time allotted under Task 850 in this agreement
- Flood Study or Flood Impact Analysis
- Professional engineering services related to additional or extended design, bidding, and construction services. Bidding services are based on a forty-five (45) day advertisement period.
- Additional meetings with parties and agencies beyond those scheduled in the agreement

For services rendered under Task 1100 - Additional Services, compensation to the Consultant shall be negotiated with the CITY. An allowance is provided in this proposal to cover additional services. No additional services will be performed without written approval from the CITY.

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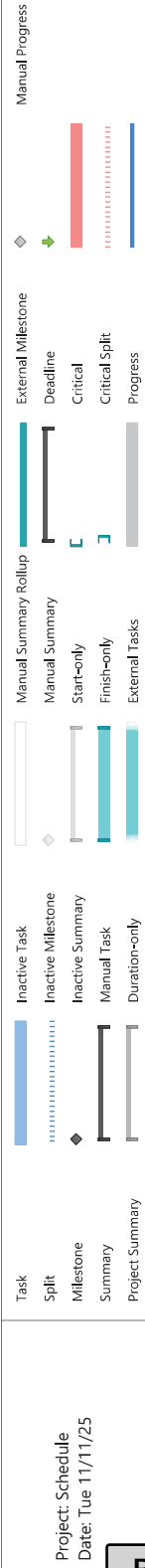
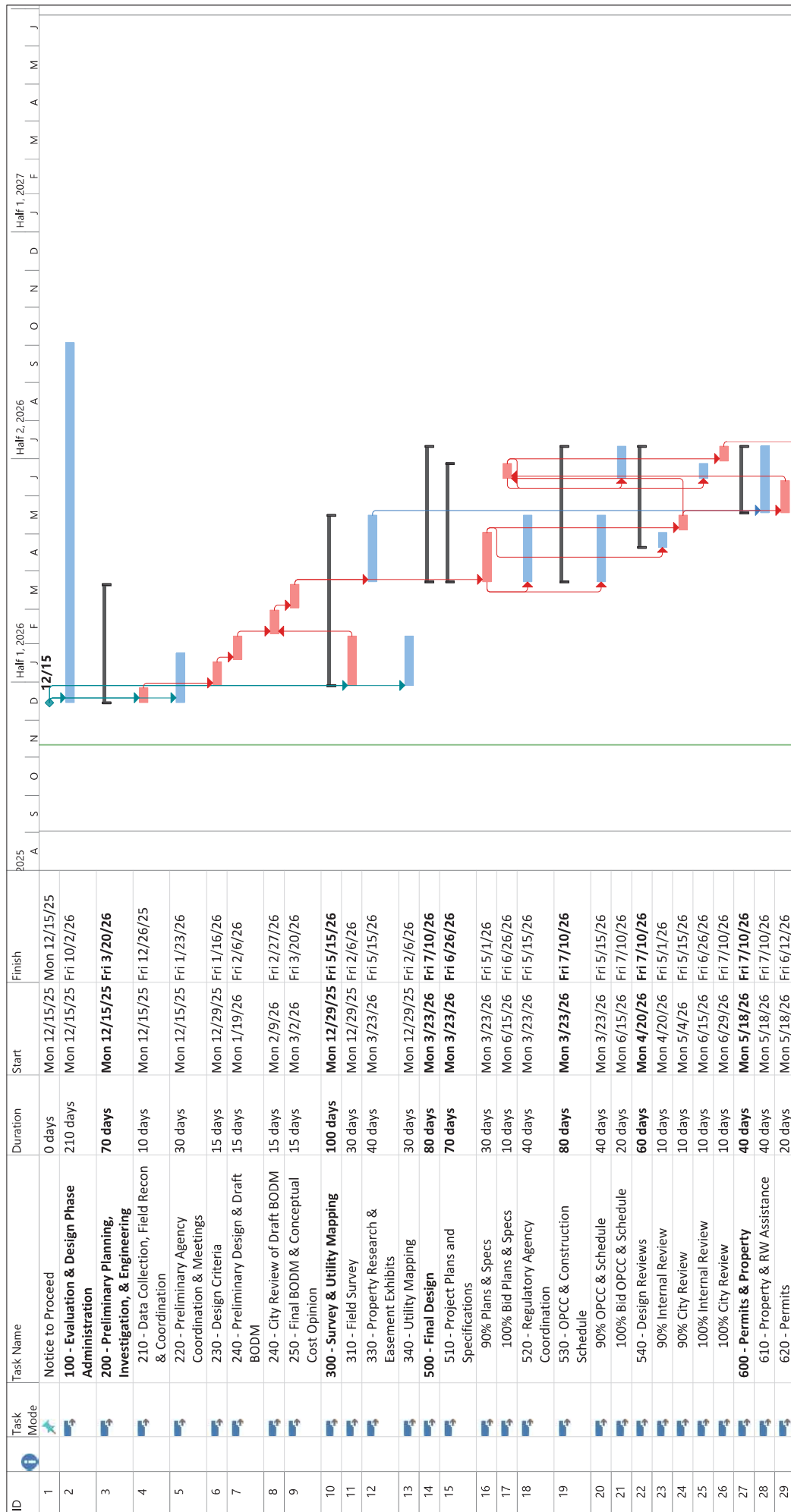
ATTACHMENT A TO EXHIBIT A
RESPONSIBILITIES OF THE OWNER

The responsibilities of the CITY as described in Exhibit A are amended and supplemented as described below.

The CITY agrees to perform the following:

- Provide assistance in gaining access to all properties and easements in which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to the project site and assist the Engineer with gaining safe access.
- Provide access to locked manholes, vaults and buildings.
- Respond to requests for information and review deliverables in a timely manner.
- Pay all permitting and other local fees that may arise from the work completed as part of this Agreement.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by Consultant and CITY.
- Provide available data as requested in the agreement.

EXHIBIT B



ID	Task Mode	Task Name	Duration	Start	Finish	2025	Half 1, 2026	Half 2, 2026	Half 1, 2027
30		700 - Bidding & Award	60 days	Mon 7/13/26	Fri 10/2/26				
31		710 - Bidding Assistance	40 days	Mon 7/13/26	Fri 9/4/26				
32		720 - Award Recommendation	10 days	Mon 9/7/26	Fri 9/18/26				
33		730 - Conformed Documents	10 days	Mon 9/21/26	Fri 10/2/26				
34		800 - Engineering Services During Construction	120 days	Mon 11/16/26	Fri 4/30/27				
35		1000 - Project Closeout	40 days	Mon 5/3/27	Fri 6/25/27				

Project: Schedule

Date: Tue 11/11/25

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Critical

Critical Split

Progress

Manual Progress

EXHIBIT C
COMPENSATION

City of Columbia
CIP # WM4865
Free Hope PRV Site

Compensation for services provided under Tasks 100 through 1100 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$225,600.00. Lump Sum and Hourly tasks are clearly labeled in the chart below.

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

Task	Description	Hourly/LS/NTE	Subconsultants	Total
100	Evaluation & Design Phase Administration	Hourly	\$8,560.80	\$25,300
200	Preliminary Planning, Investigation, & Engineering	Hourly	\$9,204.00	\$30,500
300	Survey & Utility Mapping	Hourly	\$4,785	\$6,100
320	*Easement Exhibits (2)	NTE	\$1,815	\$2,400
400	Geotechnical Investigation	Hourly	-	-
500	Final Design	Hourly	\$13,974.32	\$73,300
600	Permits & Property	Hourly	\$6,000	\$9,335
630	Permit Fees	NTE	-	\$1,265
700	Bidding & Award	Hourly	\$3,105.15	\$9,100
800	Engineering Services During Construction	Hourly	\$19,885.73	\$54,800
1000	Project Closeout	Hourly	\$1,200	\$10,000
1100	Additional Services	NTE	\$1,500	\$3,500
	Total of Contract		\$70,030	\$225,600
	% of Contract to Subconsultants		31.04%	
	% of Contract to Protégé		20.09%	

The Engineer's requirement for Subconsultant and/or Protégé Participation is 20%.

***Per Task 320 of Exhibit A – This Scope of Services includes the preparation of two (2) easement exhibits at a rate of 1200.00 per exhibit. This task may be amended at this rate based on the actual number of easement exhibits required.**

APPENDIX - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/SUBCONTRACTORS

13.b

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
DESA, Inc. DUNS # - 17-525-0588 Cage # - OVYA4	V000544	Engineering Services	\$45,330.00	20.09%	MBE, WBE, SBE, LBE, CDBE	BF
Howard Engineering, Inc. P.O. Box 237 Marietta, SC 29661 DUNS 961613825 CAGE 7NMR0	V011110	Electrical Engineering Services	\$24,700.00	10.95%	WBE, CDBE	FB

Key: Minority/Women Owned Business Enterprise Association Code

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

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

COMBINED TOTAL SUB AMOUNT \$ \$70,030.00

TOTAL CONTRACT AMOUNT: \$ \$225,600

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

Business Name: - Hazen and Sawyer

Representative Name/Title: Troy Maciaszek, Senior Associate

Date: 11/18/2025

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

DESA, Inc.

Company Name

400 Percival Road, Columbia, SC 29206

Physical Address

PO Box 6805

Mailing Address

Columbia, SC

29260-6805

City/State Zip Code + 4

803 743-1124

()

Phone number

803 782-6741

()

Fax number

Diane E. Sumpter

Antonio Shuler

Primary Contact Name

Secondary Contact Name

dianes@desainc.com

ashuler@desainc.com

Primary Contact Email Address

Secondary Contact Email Address

57-0816144

V000544

Federal ID #

Vendor #

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

Howard Engineering, Inc.

Company Name

5 River Ridge Road

Physical Address

P.O. Box 237

Mailing Address

Marietta, SC

29661

City/State Zip Code + 4

864 836-0440

()

Phone number

()

Fax number

Amy T. Howard

Primary Contact Name

Secondary Contact Name

ahoward@howardengineeringinc.com

Primary Contact Email Address

Secondary Contact Email Address

57-1038251

V 011110

Federal ID #

Vendor #



CITY OF COLUMBIA

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

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: <u>November 17, 2025</u>	Mentor Amount: <u>\$180,270</u> (including subcontractors or sub consultants amounts)
Project Name: <u>Free Hope PRV Site</u>	Mentor % of Total Contract: <u>79.91%</u> (include 2 decimal places)
Project #: <u>WM4865</u>	Protégé Amount: <u>\$45,330</u>
Mentor: <u>Hazen and Sawyer, DPC</u>	Protégé % of Total Contract: <u>20.09%</u> (include 2 decimal places)
Protégé: <u>DESA Inc.</u>	Duration of the Project: <u>18 mos</u>
Total Project Contract Amount: <u>\$225,600</u>	

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

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

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

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

Address contractual relationship, general roles and informal teaming arrangements.

The mentor and protégé will work together as an integrated team. The Mentor will provide oversight and guidance. The protégé will provide project meeting agendas and minutes, permitting services, coordination and management of survey sub, and assist with onsite construction observation.

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

The mentor and protégé will gain experience working with one another. This will help strengthen the teaming arrangement to hopefully expand the business partnership on future projects.



CITY OF COLUMBIA

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

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

Performing this work by the protégé will expand the protégé's experience in system permitting, and construction administration. The services provided by the protégé will be an on-call type of service and milestones will be assessed on a case by case basis.

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

Mentor:

- Overall project management
- Design Services
- Quality review

Protégé:

- Meeting administration
- Management of survey subcontractor
- Construction inspection services

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

List Subcontractors Names below: (Do not include Protégé)	Who will the subcontractor report to?	Who is responsible for payment of the subcontractor?
Chao and Associates, Inc.	DESA, Inc.	DESA, Inc.
Howard Engineering, Inc.	Hazen and Sawyer, DPC	Hazen and Sawyer, DPC

Special Arrangements:

None currently.



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

a. Description of Mentor's responsibilities on project:

Mentor will provide primary project management, including development of design documents. Mentor will communicate with Protege during design development so the Protege can confirm permitting requirements. Design documents will be delivered to the Protege for use in permitting. Mentor will collaborate with Protege during construction to ensure coordination of efforts.

b. Description of Protégé responsibilities on project:

Provide administrative services for meetings, permitting services, and construction inspection services.

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

Coordination, review, and integration of survey. Construction phase services will be a team effort and involve frequent collaboration.

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

Protege will be utilized during all phases. Design and construction are anticipated to take approximately nine months each for a total duration of 1.5 years.

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

Mentor and protege will hold monthly coordination meetings, in addition to meeting monthly with the City's project team. This will result in meetings occurring roughly biweekly.

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

The protege will receive payment within 15 days of mentor receiving payment from the City.



CITY OF COLUMBIA

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Phone: 803-545-3950

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

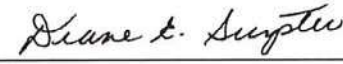
IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by Hazen and Sawyer (Mentor Firm) this 18 day of November 2025.
Corporate SEAL

By: Troy Maciaszek, PE 
Title: Senior Associate
Firm Name: Hazen and Sawyer

ATTEST:
By: Andrew Keough 
Title: Project Manager

EXECUTED by DESA, Inc. (Protégé Firm) this 17 day of November 2025.
Corporate SEAL

By: Diane E. Sumpter 
Title: President and CEO
Firm Name: DESA, Inc.

ATTEST:
By: Antonio Shuler 
Title: Project Manager

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 19th day of November 2025.

By: Cassandra Fletcher

Title: Program Compliance Administrator

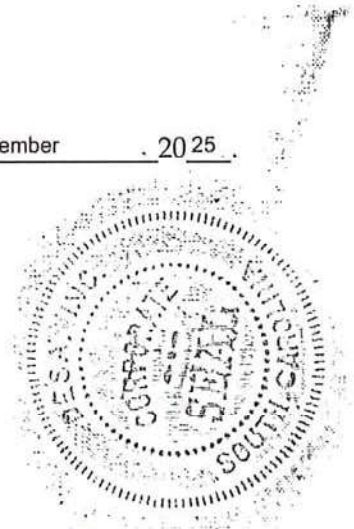


Exhibit F – Location Map





MEETING DATE: January 6, 2026

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Construction Contract for Project WM4801; New 6-inch Water Main for Aralia Drive, as requested by Columbia Water on November 12, 2025. Award to GH Smith Construction, Inc., in an amount not to exceed \$424,749.60, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date one hundred and twenty (120) days from commencement. This contractor is located in Columbia, SC.

REQUISITION NO.: R238078

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - Aralia Drive Water Main Upgrade - Capital Project Costs (5529999-WM480101-658650). The original budget amount is \$424,749.60.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

PURPOSE:

This is a Mentor Protégé Program project. GH Smith Construction, Inc., is the mentor and will provide utility locates, safety, traffic control and clean up services at 80.00% (\$283,166.40) of the total contract amount.

Smoak Construction, LLC, a Minority Business Enterprise (W) located in Little Mountain, SC, is the protégé and will provide waterline installation services at 20.00% (\$70,791.60) of the total contract amount.

There were seven (7) responses to RFQu009-23-24-KDD Waterline Construction

Projects.

Base Bid	\$353,958.00
Contingency	\$70,791.60
Total	\$424,749.60

ATTACHMENTS:

- **#a:** WM4801 Aralia Dr Council Memo (PDF)
- **#b:** WM4801 Aralia Dr Tear Sheet (PDF)
- **#c:** Final.WM4801AraliaDr.Contract (PDF)



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

FROM: Mr. Clint Shealy, Assistant City Manager, Columbia Water
Mrs. Shannon S. Lizewski, CPPO, NIGP-CPP
Director / Purchasing Agent for the Department of Procurement & Contracts

DATE: November 11, 2025

SUBJECT: Recommendation for Approval
WM4801 New 6" Water Main– Aralia Dr

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the construction contract for 1200 linear feet of water main replacement along Aralia Dr. The contract will be awarded to GH Smith Construction, Inc. in an amount not to exceed \$424,749.60 that includes the base cost of \$353,958.00 and a 20% contingency.

The project aims to provide reliable water service to the residents along Aralia Dr. The current infrastructure is aging, resulting in low water pressure and poor water quality. This project will also improve fire protection.

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

Infrastructure Replacement

WM4870 – New 6" Water Main – Aralia Dr

Project Description:	This project includes the replacement of 1200 linear feet of water main, renewal of water services along Aralia Dr.
-----------------------------	---

Objectives: This project aims to provide reliable water service to the residents of Aralia Dr. The current infrastructure is failing 6" pipe.

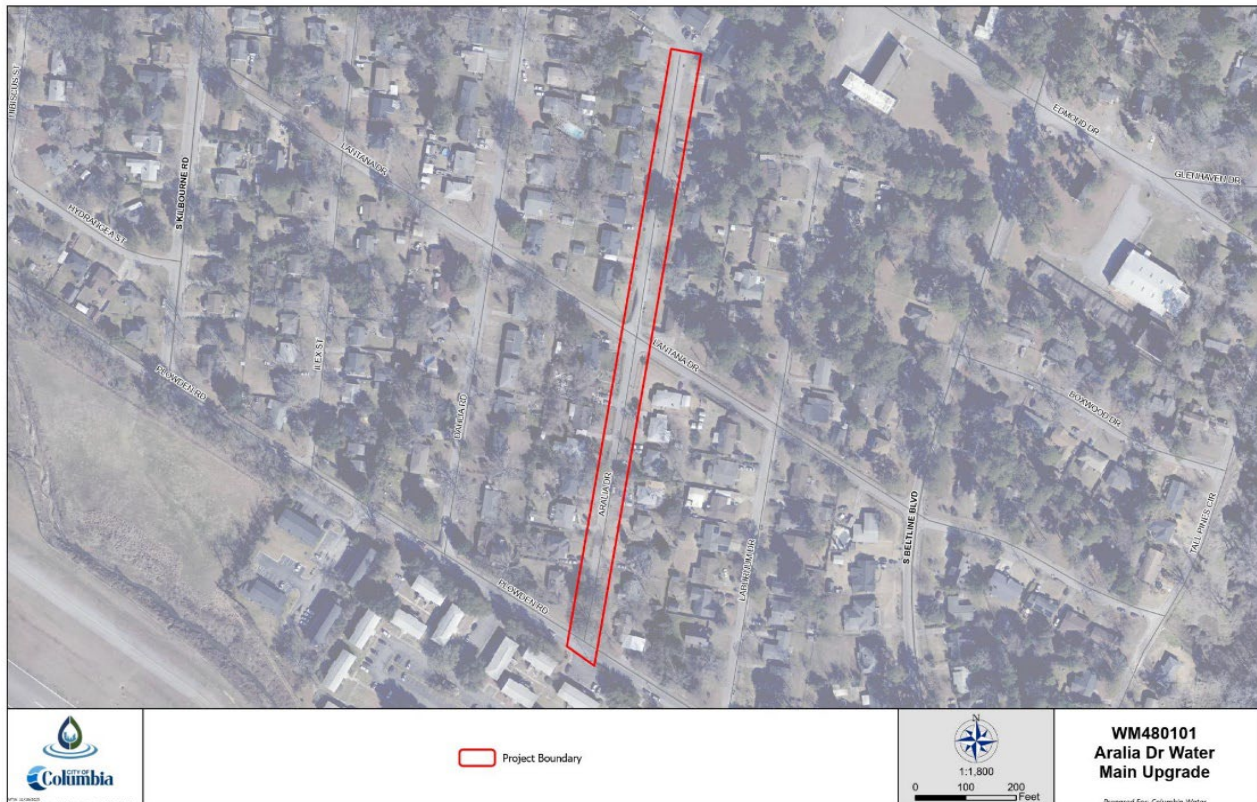
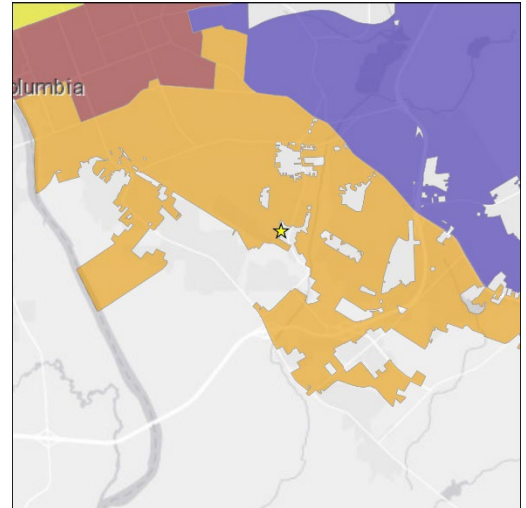
Project Type: Infrastructure replacement

Council District: District 3

Project Funding: This project is being funded through the City's CIP Program. The total project construction cost with contingency is \$424,749.60.

Current Project Status:	This project will be begin construction upon Council approval and is expected to be completed early 2026.
--------------------------------	---

Project Contact: Samuel Stiffler, City of Columbia
Civil Engineering Specialist
839.228.3673 | samuel.stiffler@columbiasc.gov



CONTRACT

City of Columbia, South Carolina

CIP #WM4801

Name of Project: New 6" Water Main

Bid # Issued From: RFQu009-23-24-KDD

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **G H Smith Construction, Inc.** with legal address and principal place of business at **430 Shuler Court, Columbia, SC 29212**, 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. The City of Columbia

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

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **Ninety (90)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional **Thirty (30)** consecutive calendar days to final completion for a total construction time of **One Hundred and Twenty (120)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP). There will be an additional **One Hundred and Twenty Days (120)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Three Hundred and Fifty-Three Thousand, Nine Hundred and Fifty-Eight Dollars and Zero Cents (\$353,958.00)**. This Contract also provides for an additional contingency in the amount of **Seventy Thousand, Seven Hundred and Ninety-One Dollars and Sixty Cents (\$70,791.60)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT.

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

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

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

ARTICLE 7. LIQUIDATED DAMAGES.

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Five Hundred Dollars and Zero Cents (\$500.00)** per day for each calendar day of delay beyond the date set for substantial completion and **Five Hundred Dollars and Zero Cents (\$500.00)** per day for each calendar day of delay beyond the date set for final completion until the Work is complete.

7.2 Liquidated damages will be assessed for the above listed amounts for each and every day the Work remains incomplete beyond the date of Substantial Completion and the date of Final Completion, either date being independent of the other.

7.3 The 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 RFQu009-23-24-KDD

9.2.2. Invitation For Bid.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract and Exhibits.

9.2.5 Performance and Payment Bonds.

9.2.6 Part 15 – Part 22 (as applicable), all of the City of Columbia's Engineering Regulations.

9.2.7 Special Provisions.

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

9.2.9 Drawings, numbered 1 through 7, inclusive and dated 08/21/2026.

9.2.10 Addenda numbers 1 to 1, inclusive.

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

ARTICLE 10. TERMINATION.

The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever by providing the Contractor with a notice of termination to be sent by registered mail, return receipt requested. Whenever the Contractor is terminated for convenience under this clause or is wrongfully terminated under any other clause of this contract, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the job prior to the effective date of the termination plus 15% or the Contractor shall be entitled to be paid a pro-rate percentage of the total contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this clause. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

ARTICLE 11. MISCELLANEOUS.

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

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

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

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

11.5 This Contract does not commit the City of Columbia to pay for any pre-bid costs. Any costs associated with IFB preparation, pre-bid conferences and any other activity prior to award of a contract shall be at the bidder's expense. Rooms, meals, travel, telephone, data processing, administrative and clerical costs associated with the project shall be at the bidder's expense.

This Contract is subject to the final approval of Council and shall become effective on the date listed on the subsequent Notice to Proceed (NTP) and City of Columbia Purchase Order. The Contractor shall not perform work on or incur any costs associated with this contract prior to the

commencement date listed on the Notice to Proceed and the City issued purchase order for work outlined herein. The City assumes no liability for any expenses incurred prior to the issuance of the NTP and purchase order.

Contractor GH Smith Const. Inc.

Owner
City of Columbia, SC

BY [Signature]

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

APPROVED AS TO FORM
[Signature]
Legal Department City of Columbia, SC
12/15/2025

Attest [Signature]

Attest

Address for giving notices:

Address for giving notices:

GH Smith Construction, Inc
430 Shuler Court
Columbia, SC 29212

Department of Procurements and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

Date: _____

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



MEETING DATE: January 6, 2026

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve Change Order #2 for Project SS7565; Lower Kinley Creek Sewer Improvements, as requested by Columbia Water on December 5, 2025. Award to McClam and Associates, Inc., in an amount not to exceed \$514,981.80. The current term of the contract ends on March 20, 2027. This firm is located in Little Mountain, SC.

REQUISITION NO.: R227337

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - Lower Kinley Creek Sewer Improvements - Capital Project Costs (5529999-SS756501-658650). The current budget amount is \$12,801,819.80. The budget amount for this change order is \$514,981.80. The revised budget amount is \$13,316,801.60.

BUSINESS PROGRAM: Columbia Disadvantaged Business Enterprise Program

CLEAN WATER 2020?: No

FOCUS AREAS: Built Infrastructure

PURPOSE:
This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 9% CDBE goal. The CDBE participation is 19.42% of the revised change order amount.

McClam and Associates, Inc., is the prime contractor and will provide rock removal and subcontractor coordination services at 80.58% (\$414,981.80) of the change order amount.

The following subcontractor will provide additional services:

L.A. Barrier and Son, Inc., a Minority Business Enterprise (W) and CDBE located in Lexington, SC, will provide hauling services at 19.42% (\$100,000.00) of the change order amount.

ATTACHMENTS:

- **#a:** PM Approval Request Memo SS7565 CO2 Lower Kinley Creek (PDF)
- **#b:** CO#2 SS7565 Lower Kinley Creek McC.._ (PDF)
- **#c:** OBO SS7565 Lower Kinley Creek _ McClam P206820 C001035 (PDF)
- **#d:** SS7565 LKC Justification signed (PDF)
- **#e:** SS7565 Location Map (PDF)



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

FROM: Mr. Clint Shealy, Assistant City Manager, Columbia Water
Ms. Shannon Lizewski, Director of Procurement and Contracts/Purchasing Agent

DATE: January 6, 2026

Subject: Recommendation for Approval
Construction Contract Change Order No. 2 – McClam & Associates Inc.
SS7565 – Lower Kinley Creek Sewer Improvements

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the Construction Contract Change Order No. 2 with McClam & Associates, Inc. to provide funding for unanticipated rock mitigation on the Lower Kinley Creek Sewer Improvements project. The amount of this Change Order is \$514, 981.80. The scope of this Change Order results in additional cost accumulated due to rock removal, and the removal of flow fill as the primary source of backfill material and incorporating 57 stone as its substitute. The original quantity for flow fill was underestimated thus leading to an increased cost for the 57 stone.

The purpose of this project is to provide the necessary sewer capacity for existing and projected growth in the Kinley Creek sub-basin from the Whitehall neighborhood just west of Piney Grove Road to the Saluda River Pump Station. As part of the larger objective, the project contributes to providing the necessary overall sewer capacity for the Saluda River basin. In support of environmental and regulatory compliance, the project contributes to sanitary sewer overflow reduction by enabling this portion of the sewer system to accommodate the design peak storm flows for existing and future development.

This is a CDBE & LBE project with a 9% goal. This Construction Contract Change Order has received OBO approval.



CIP # SS7565
Lower Kinley Creek Sewer Improvements
Change Order # 2
PO# P206820
November 4, 2025

Description of Change: A modification of the Contract Agreement between the City of Columbia (City) and McClam & Associates, Inc. (Contractor) is requested to compensate the Contractor for additional work.

Reason for Change: Due to unforeseen conditions requiring additional rock excavation and owner requested change in Field Directive 04 the Contractor has requested the following:

1. Addition for additional quantity of Rock and Boulder Excavation as follows (See RFI 7 and Contingency Authorization 1, 2, and 3):
 - As the project has progressed the Contractor has continued to encounter unforeseen rock conditions as indicated in the RFI and in the Contingency Authorization 1, 2, and 3. Through Contingency Authorization 03 a total of 2,260 CY of rock and boulder excavation has been approved in the Contract. In the field a total of 2,463 CY of rock and boulder excavation has actually been encountered which is through Sta. 85+67. The difference in the approved amount and the actual amount (overage for Contractor to be compensated) is 2463CY-2260CY which is 203 CY.
 - Based on the rock profile it is expected that an additional 163 CY of rock and boulder excavation may be encountered to finalize the project. Therefore, this change order includes an additional 366 CY (203+163) of Rock and Boulder Excavation to be added to the contract. The contract unit price for Rock and Boulder Excavation is \$515.00 and will continue to be utilized for this request. The additional quantity of Rock and Boulder Excavation added will result in additional charges up to \$188,490.00 and will be billed per CY removed and approved by the Owner/Engineer and per the project specifications.
2. Deduction for removal of a portion of flowable fill as backfill material as follows (See Field Order 04):
 - Field Order 04 authorizes the Contractor to utilize 57 stone as backfill material instead of flowable fill and directs the contractor to install a 2' deep flowable fill cap. A 12' wide trench was utilized to calculate the required flowable fill needed for the 2' deep cap; therefore, the volume of flowable fill required is 1,360 CY. Current contract quantities for flowable fill include line-item A-11 which has 465 CY and Z-13 which has 2,300 CY. To achieve the required flowable fill quantities, line-item A-11 will remain unchanged and line-item Z-13 will be decreased by 1,405 CY at the contract unit price of \$204.00/CY. This change order decreases the quantity of Z-13 from 2,300 CY to 895 CY and the schedule of values shall be appropriately adjusted. The total deduction associated with the removal of 1,405 CY of flowable fill at the contract unit price of \$204.00 per CY results in a deduction of \$286,620.00.

3. Addition for use of 57 stone as backfill material as follows (See Field Order 04):

- Field Order 04 authorizes the Contractor to utilize 57 stone as backfill material instead of flowable fill. Based on information provided by the Contractor and calculations provided by the Contractor and confirmed by Weston & Sampson it has been determined that 5,540 tons of 57 stone will be needed to utilize 57 stone as backfill material instead of flowable fill. The attached calculation for tonnage of stone has been provided as back up. To summarize the calculations, the backfill section is the volume of backfill that is in between the flowable fill section and the bedding section, the backfill section varies based on the depth of the pipe. The width of the trench is based on the depth and ranges from a ten (10) foot wide trench for the shallower depths to a twelve (12) foot wide trench for the deeper depths.
- 57 Stone was not a bid item, therefore, it was required the Contractor submit a unit price for review and approval. As part of Field Order 04 the Contractors unit price for 57 stone is \$110.67 per Ton and is inclusive of all labor, time, equipment, materials, escalation, trucking, fuel surcharges, and anything else not specifically mentioned to handle and place 57 stone as backfill material into the trench. See attached Field Directive 04 that includes the calculation of the unit price of 57 stone.
- This change order includes the addition of a line item for 57 Stone to be measured in Tons. This change order adds 5,540 Tons of 57 Stone at the agreed upon price of \$110.67 per Ton. The total increase associated with this change is an addition of \$613,111.80.

This change order does not include any additional time; therefore, the previously amended construction completion and contract completion dates remain the same. All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

Funding Source: 5529999-SS756501-658650

Additions

Item #1 Additional Rock and Boulder Excavation (as described above) 366 CY @ \$515.00/CY	\$ 188,490.00
Item #3 Additional 57 Stone as backfill material (as described above) 5,540 TON @ \$110.67/TON	\$ 613,111.80
TOTAL ADDITIONS:	\$ 801,601.80

Deductions

Item #2 Removal of Flowable Fill (as described above) (1,405CY @ \$204.00/CY)	\$ (286,620.00)
TOTAL DEDUCTIONS:	\$ (286,620.00)

Overall

TOTAL CHANGE (ADDITION):	\$ 514,981.80
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CIP # SS7565
Change Order # 2
Page 3

Proposed Change and Basis for Payment

Owner's Contingency Authorizations

Original Allowance Total:	\$ 1,072,279.30
Previous Contingency Authorizations 1-3 (Decrease):	\$ 1,072,105.50
This change:	\$ 0.00
Revised Owner's Contingency Authorizations:	\$ 173.80

Proposed Change and Basis for Payment

Original Contract Price:	\$ 10,722,793.00
Previous Change Orders 1 (Increase):	\$ 1,006,747.50
Previous Contingency Authorizations 1-3 (Increase):	\$ 1,072,105.50
This change: (Increase)	\$ 514,981.80
Revised Contract Price:	\$ 13,316,627.80

Contractual Completion Date:

Notice to Proceed: 10/21/2024
Scheduled Construction Completion Date: 05/14/2026
Scheduled Contract Completion Date: 11/10/2026
CO#1 Construction Completion Date: 09/21/2026 (Additional 130 days)
CO#1 Contract Completion Date: 03/20/2027 (Additional 130 days)
CO#2 Construction Completion Date: 09/21/2026 (0 Additional days)
CO#2 Contract Completion Date: 03/20/2027 (0 Additional days)

This Change is Acceptable:

McClam & Associates, Inc.

By: Cole McCh

Title: Project Manager

Recommended for Approval: K. Lawrence Westbury Construction Coordinator
K. Lawrence Westbury

Recommended for Approval: Richard Harrington Projects Administrator
Richard Harrington

Recommended for Approval: Andrea Bolling Assist. City Engineer for Construction
Andrea Bolling, PE

Recommended for Approval: Clint E. Shealy Assistant City Manager
Clint Shealy, PE

Approved: _____ City Manager
Teresa Wilson

APPROVED AS TO FORM

Clint E. Shealy
Legal Department City of Columbia, SC

12/10/2025

November 11, 2025

 Mr. Dillon Hodge
 Project Manager
 PO Box 147, Columbia, SC 29217

 Re: **Change Order 02 for the SS7565 – Lower Kinley Creek Sewer Improvements Project**

Mr. Hodge:

Weston & Sampson has reviewed change order 02 for the SS7565 – Lower Kinley Creek Sewer Improvements Project which includes additional quantity of Rock and Boulder Excavation, removal of flowable fill per Field Order 4, and addition of 57 Stone as backfill material. Change Order 02 references Contingency Authorization (CA) #1, #2, and #3, RFI 7, Field Order 4, and calculations for determining the amount of 57 stone required for backfill. See attached for the reference documents. Below is a summary of items included in change order 02 followed by a table for the requested compensation.

CO2 Item 1 - Additional Quantity of Rock and Boulder Excavation (See RFI 7 and CA #1, #2, and #3)

Additional quantities for rock and boulder excavation are based off actual quantities removed through the installation of the sewer main up to Sta. 85+67 and based on the amount of rock removal expected to complete the project. The scheduled amount in the cost and timetable is reflective of what is expected to complete the project, the owner/engineer will continue to approve rock and boulder excavation in the field. McClam does not request any additional time due to the additional rock and boulder excavation.

CO2 Item 2 - Removal of Flowable Fill (See Field Order 04)

Removal of Flowable fill is due to changing the backfill material from flowable fill to 57 stone as indicated in Field Order 04. Some flowable fill will still be used for a 2' deep flowable fill cap over the trench. The scheduled amount in the cost and timetable is reflective of what is expected to be used for the installation of the sewer main. The contractor will provide tickets for flowable fill and will be paid for the flowable fill in place. McClam does not request any additional time for removing flowable fill.

CO2 Item 3 - Addition of 57 Stone as Backfill Material (See Field Order 04)

Addition of 57 stone as backfill material is due to changing the backfill material from flowable fill to 57 stone as indicated in Field Order 04. 57 Stone will be used as backfill material instead of flowable fill. The scheduled amount in the cost and timetable is reflective of what is expected to be used for the installation of the sewer main. The contractor will provide tickets for 57 Stone and will be paid for the 57 Stone in place excluding the 57 stone that will be utilized for the bedding section of the sewer main. McClam does not request any additional time for utilizing 57 stone as backfill material.

Cost and Time

Work Description	Quantity	Unit	Unit Price	Scheduled Amount	Time Implication
CO2 Item 1 – Additional Quantity for Rock and Boulder Excavation	366	CY	\$ 515.00	\$ 188,490.00	0 days
CO2 Item 2 – Removal of Flowable Fill	1405	CY	\$ 204.00	(\$ 286,620.00)	0 days
CO2 Item 3 – Addition of 57 Stone as Backfill Material.	5540	Tons	\$ 110.67	\$ 613,111.80	0 days
Total				\$ 514,981.80	0 days

Recommendation

Weston & Sampson has reviewed the above requests and agrees with the additional rock removal, removal of flowable fill, and addition of 57 stone as backfill material. Therefore, Weston & Sampson recommends this Change Order 02 for approval which includes the cost and time associated in the above table.

Should you have any questions or concerns concerning this change order recommendation please feel free to contact us.

Sincerely,

A handwritten signature in blue ink that reads "Joshua Burnette". The signature is fluid and cursive, with a long horizontal stroke at the end.

Joshua Burnette, PE
WESTON & SAMPSON ENGINEERS, INC.

cc: Dillon Hodge, City of Columbia
Lawrence Westbury, City of Columbia
John Riggs, City of Columbia
Glen McManus, CW2020
Jamie Kelso, CW2020
Kip Gearhart, Weston & Sampson

OBO Columbia Disadvantaged Business Enterprise (CDBE) Change Order/Amendment Addendum

OBO Verification	Contract/Change Order Amount	Prime Amount	Prime Percentage	CDBE Subcontractor Amounts	CDBE Subcontractor Percentages	All Other Subcontractor Amounts	All Other Subcontractor Percentages
Original Contract: *excluding contingency	\$ 10,722,793.00	\$ 9,069,668.00	84.58%	\$ 1,098,625.00	10.25%	\$ 554,500.00	5.17%
CO# 1:	\$ 1,006,747.50	\$ 341,747.50	33.95%	\$ 0	0%	\$ 665,000.00	66.05%
CA# 1:	\$611,611.50	\$611,611.50	100%	\$ 0	0%	\$ 0	0%
CA# 2	\$360,500.00	\$ 360,500.00	100%	\$ 0	0%	\$ 0	0%
CA# 3	\$99,994.00	\$99,994.00	100%	\$ 0	0%	\$ 0	0%
CO# 2	\$514,981.80	\$414,981.80	80.58%	\$100,00.00	19.42%	\$ 0	0%
CO# :	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CO# :	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CO# :	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CO# :	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CO# :	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
This Change Order/Contract Amendment: (Increase)	\$514,981.80	\$414,981.80	80.58%	\$100,000.00	19.42%	\$	0%
Revised Contract: *excluding contingency	\$ 13,316,627.80	\$10,898,502.80	81.84%	\$1,198,625.00	9.00%	\$1,219,500.00	9.16%

CDBE Project #/ Lower Kinley Creek Sewer Improvements Original COC CDBE Goal on Project: 9%
 Name: CO# / CA #: 02 (Ex: 01, 02) Change Order / Amendment Amount: \$ 514,981.50

Revised Scope of Work / Amendment Justification: Provided Below; or Attach (*Justification must include a statement as to why the services could not be completed under the current timeframe or approved funding*):

adjustment of contract quantities to remove some flow fill and replace the removed flowfill with stone back fill material, as well as adjusting the rock removal quantities in the contract.

Change Order/Amendment Type:

1. ☒ **Time Extension – New End Date:** 3/20/2027 (Please sign & return form if no cost)
2. ☒ **Funding Increase – Amount** (Please continue on to questions A, B, & C below)
3. ☐ **Funding Decrease – Amount** (Please continue on to questions A, B, & C below)

A. Are there any CDBE/DBE currently on this project that can perform the work within this change order/amendment? ☐ Yes ☒ No (If **no**, skip to B)

If yes, please list CDBE/DBE _____

- Amount of Change Order/Amendment to be received by the CDBE: \$ _____
- Please indicate the services the CDBE will be providing for this change order/amendment (in box below):

LA Barrier will be utilized to do all the trucking for this change.

B. Only complete this portion if your answer was "no" from questions A above.

- Please indicate in the body below any new CDBE and/or DBE firms that will be utilized for this CO/CA.

no new ones at this time, but LA Barrier will be utilized for all of the hauling and stone purchasing

- If any CDBE/DBE will not be providing any services on this change order/amendment, please indicate why in the box below:

this is just a change in the means and methods of backfilling and an adjustment of quantities to cut cost for the City of Columbia. Part B of this is to adjust the rock removal quantities to pay the contractor for rock that has already been removed.

By signing below, all parties agree to the information submitted in this document. Additionally, the CDBE/DBE also agrees that they have received notification of the referenced change order/amendment for this project and were given the opportunity to provide services.

EXECUTED by Cole McClam (Prime Firm) this 17th day of November 2025.

By: cole mcclam Title: Project manager

EXECUTED by Nicholas Hentz (L.A. Barrier & Son Inc.) (CDBE/DBE Firm) this 17th day of November 2025.

By: Nick Hentz Title: Estimating Manager

EXECUTED by Chao & Associates, Inc. (CDBE/DBE Firm) this 17th day of November 2025.

By: James Fetter Title: Project Manager

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase, revised scope of work, contingency utilization, and time extension change order. This is a CDBE project with a goal of 9%. McClam & Associates Inc. exceeded CDBE goal at 10.25%. The original project contract amount was \$10,722,793.00. The original amount received by the CDBEs was \$1,098,625.00 or 10.25%. Due to unforeseen conditions requiring additional work to continue construction for this contract. The revised total contract amount is \$13,316,627.80, which includes the current and any change orders for this project. The CDBEs will receive \$1,198,625.00 which is currently at 9.00% of the revised contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this 18th day of November, 2025.

By: LaTonya B Germany Title: Program Compliance Specialist

*If the change order/amendment is greater than \$50,000, then the amendment must be approved by the City Council.

3/9/2022

Page 2 of 2



CITY OF COLUMBIA

DEPARTMENT OF PROCUREMENT AND CONTRACTS 1800 MAIN STREET, 2nd FLOOR, COLUMBIA, SC 29201
OFFICE: 803-545-3470 FAX: 803-733-8408
procurement@columbiasc.gov

Justification/Determination for Requested Amendment/Change Order

Change Order # 2 – McClam, SS7565- Lower Kinley Creek Sewer Improvements

(Check all applicable boxes below and attach Amendment with supporting documentation)

Change(s) to Scope of Work/Services due to:

- ☒ Unforeseen Work Discovered during performance
- ☐ Additional Work Identified to avoid future costly repairs
- ☐ Alterations/Change(s) to Architectural Design
- ☐ Additional Goods, Parts, Equipment, Supplies, etc.
- ☐ Force Majeure or Other Reasons beyond the Owner/Contractors control

Change(s) to Compensation due to:

- ☒ Original Cost Estimate/Projection Inadequate for Full Contract Period
- ☐ Market Conditions/Increase in Material & Supply Costs, Supply Chain Issues, etc.
- ☐ Staffing, Capacity and Other Resource Limitations requiring cost adjustments
- ☐ Unforeseen Additional Requirements

Renewal and Extensions due to:

- ☐ Exercising Right to Renew per Original Contract/Agreement
- ☐ Requesting Extension outside of Original Contract/Agreement
- ☐ Time Only – No Cost Change
- ☐ Add/Deduct for Final Contract Closeout Purposes

Other Change(s) not identified above:

- ☐ Administrative Only Change
- ☐ Subconsultant/Subcontractor Change
- ☐ Other Reasons not identified above (attach details)



Signature of Project Manager or Authorized Designee

11/18/2025

Date

Signature of Purchasing Agent or Deputy Director

Date



Clean Water 2020
Columbia's Clear Vision For Clean Water



We Are Columbia

EDITOR INITIALS: DATE
CW2020\LOCATION\LOCATION



SS7565 Manholes



SS7565 Gravity Mains



Sewer Manholes



Sewer Gravity Mains (>= 15")



Sewer Gravity Main



Basin Boundary



1 inch = 1,250 feet

0 270540 1,080 1,620 Feet

SS7565 Lower Kinley Creek Sewer

Prepared For: Nam

Packet Pg. 261



MEETING DATE: January 6, 2026

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 101 (portion), 119, and 125 Lake Murray Boulevard, TMS# 04908-01-01 (portion), 05009-01-01, and -02**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-104 - Annexing 101 (portion), 119, and 125 Lake Murray Boulevard, Richland County TMS # 04908-01-01 (portion), 05009-01-01, and -02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Proposal: Request to annex the property, assign the land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of Residential Mixed District (RM-2) for a pending annexation. The property is currently classified as Mixed Residential High Density and zoned Residential 3 (R3) by Richland County.

Council District: 1

Applicant: Harolyn Boulware, Harolyn Boulware Trust, and Barbara B. Zimmerman / Tyler Watson, Olympus Development Company.

Staff Recommendation: Approval

PC Recommendation: 11/13/2025; Approval (8-0)

First reading approval was given on December 16, 2025.

ATTACHMENTS:

- **#a:** 2025-104- Annex and Incorporate 101, 119, and 125 Lake Murray Boulevard (PDF)

- #b: ANNEX-2025-0021_LakeMurray_ZPH Packet (PDF)

HISTORY:**12/16/25****Columbia City Council APPROVED ON FIRST READING**

ORDINANCE NO.: 2025-104

*Annexing 101 (portion), 119, and 125 Lake Murray Boulevard, Richland County
TMS # 04908-01-01 (portion), 05009-01-01, and -02 into the City of Columbia, South Carolina,
and Incorporating said property into Columbia Compass: Envision 2036 and the Official
Zoning Map*

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2025, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.

2. The property identified as 101 (portion), 119, and 125 Lake Murray Boulevard, Richland County TMS # 04908-01-01 (portion), 05009-01-01, and -02 containing 22.6 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #1, Census Tract 103.04, and assigned a future land use classification of Urban Edge Mixed Residential (UEMR) and zoning of Residential Mixed District (RM-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 04908-01-01 (portion), 05009-01-01, and -02

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 Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2025-104**EXHIBIT "A"**
PROPERTY DESCRIPTIONS

All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and being shown and delineated as 41.4 acres on a plat prepared for Harold Boulware on April 15, 1976, by Associated Engineers and Surveyors, Inc., Registered Land Surveyors, which plat is recorded in the office of the RMC in Plat Book X at page 5764; said lot having such metes, bounds, courses and distances as are shown upon plat, reference thereto being craved for a more accurate description.

LESS AND EXCEPTING all those certain pieces, parcels or tracts of land, with any improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and being shown and delineated as Parcels "A", "B", "C", "D", and "E", totaling 17.353 acres, on a plat prepared for Interfaith Land Corporation on June 6, 1983, by Wilbur Smith and Associates, which plat is recorded in the office of the RMC in Plat Book Z at page 5390; said lots having such metes, bounds, courses and distances as are shown upon plat, reference thereto being craved for a more accurate description.

FURTHER LESS AND EXCEPTING that portion of the above property first described above which begins at the southeast corner of that certain property described on a plat prepared for Harold Boulware, which plat is recorded in the office of the RMC for Richland County in Book X at page 5764, as n/f Harold R. Boulware, Jr., containing 3.1 acres, more or less, and thence running northeast along the eastern boundary of said 3.1 acre parcel 718.5 feet to Lake Murray Blvd, thence 140 feet southeast along Lake Murray Blvd, thence southwest along the existing property line approximately 723 feet, and thence to the point of beginning.

Richland County TMS: 04908-01-01
Property Address: 101 Lake Murray Boulevard

LEGAL DEPARTMENT DRAFT

All that certain piece, parcel or lot of land situate, lying and being near the City of Columbia, on the Southern side of State Highway #60 in the County of Richland and State of South Carolina. Said lot is set off at the property of Harolyn B. Chism and contains 2.60 acres as shown on a plat prepared for Harold Boulware on April 15, 1976, by Associated Engineers and Surveyors, Inc., Registered Land Surveyors, which plat is recorded in the office of the RMC in Plat Book X at page 5764; said lot having such metes, bounds, courses and distances as are shown upon plat, reference thereto being craved for a more accurate description.

Richland County TMS: 05009-01-02
 Property Address: 119 Lake Murray Boulevard

All that certain piece, parcel or lot of land situate, lying and being near the City of Columbia, on the Southern side of State Highway #60 in the County of Richland and State of South Carolina. Said lot is set off at the property of BARBARA B. ZIMMERMAN and contains 2.65 acres as shown on a plat prepared for Harold Boulware on April 15, 1976, by Associated Engineers and Surveyors, Inc., Registered Land Surveyors, which plat is recorded in the office of the RMC in Plat Book X at page 5764; said lot having such metes, bounds, courses and distances as are shown upon plat, reference thereto being craved for a more accurate description.

Richland County TMS: 05009-01-01
 Property Address: 125 Lake Murray Boulevard

LEGAL DEPARTMENT DRAFT



CITY COUNCIL

December 16, 2025 at 4:00 P.M.

City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

101 (portion), 119, and 125 Lake Murray Boulevard, TMS# 04908-01-01 (portion),
05009-01-01, and -02

Council District: 1

Proposal: Request to annex the property, assign the land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of Residential Mixed District (RM-2) for a pending annexation. The property is currently classified as Mixed Residential High Density and zoned Residential 3 (R3) by Richland County.

Applicant: Harolyn Boulware, Harolyn Boulware Trust, and Barbara B. Zimmerman / Tyler Watson, Olympus Development Company.

Staff Recommendation: Approval

PC Recommendation: 11/13/2025; Approval (8-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 22.6 acres
Current Use: Undeveloped
Proposed Use: Residential
Reason for Annexation: Municipal Services – New Development
Urban Service Area: Primary
Current County Land Use Classification: Mixed Residential High Density
Proposed City Land Use Classification: Urban Edge Mixed Residential (UEMR)
Current County Zoning: Residential 3 (R3)
Proposed City Zoning: Residential Mixed District (RM-2)
Census Tract: 103.04

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a “Primary” in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City's long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes - in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Primary Areas

Primary Areas are made up of land contiguous to the City where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities. Annexations within Primary Areas are the second highest priority, after areas classified as Donut Hole - Primary. Barring unanticipated circumstances, annexation is recommended and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is: Urban Edge Mixed Residential (UEMR). The property is currently classified as Mixed Residential High Density by Richland County.

Refer to the attached land use classification descriptions for existing Richland County and proposed City of Columbia land use classifications.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, area, community, or corridor plan recently adopted by the City of Columbia or Richland County.

ZONING

The properties are currently zoned Residential 3 (R3) by Richland County. Adjacent parcels within the City of Columbia contain a mixture of institutional and undeveloped uses and are zoned Planned Development (PD) to the south and west. The shared Columbia Police Department - West Region / Fire Station # 16 is zoned Community Activity Center Corridor (CAC) to the west.

Adjacent parcels in unincorporated Richland County to the east contain a residential subdivision and are currently zoned Planned Development.

The proposed City of Columbia zoning is Residential Mixed District (RM-2).

Refer to the attached zoning district descriptions for more information on the proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends the assignment of the future land use classification of Urban Edge Mixed Residential (UEMR) and recommends assigning the zoning of Residential Mixed District (RM-2) at the time of annexation.



Not part of this request

Future Land Use

101(portion), 119, and 125 Lake Murray Blvd; TMS# 04908-01-01(p), 05009-01-01 & -02
 Current Richland County Future Land Use: Mixed Residential (High Density)
 Proposed City Future Land Use: Urban Edge Mixed Residential (UEMR)

16.b

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

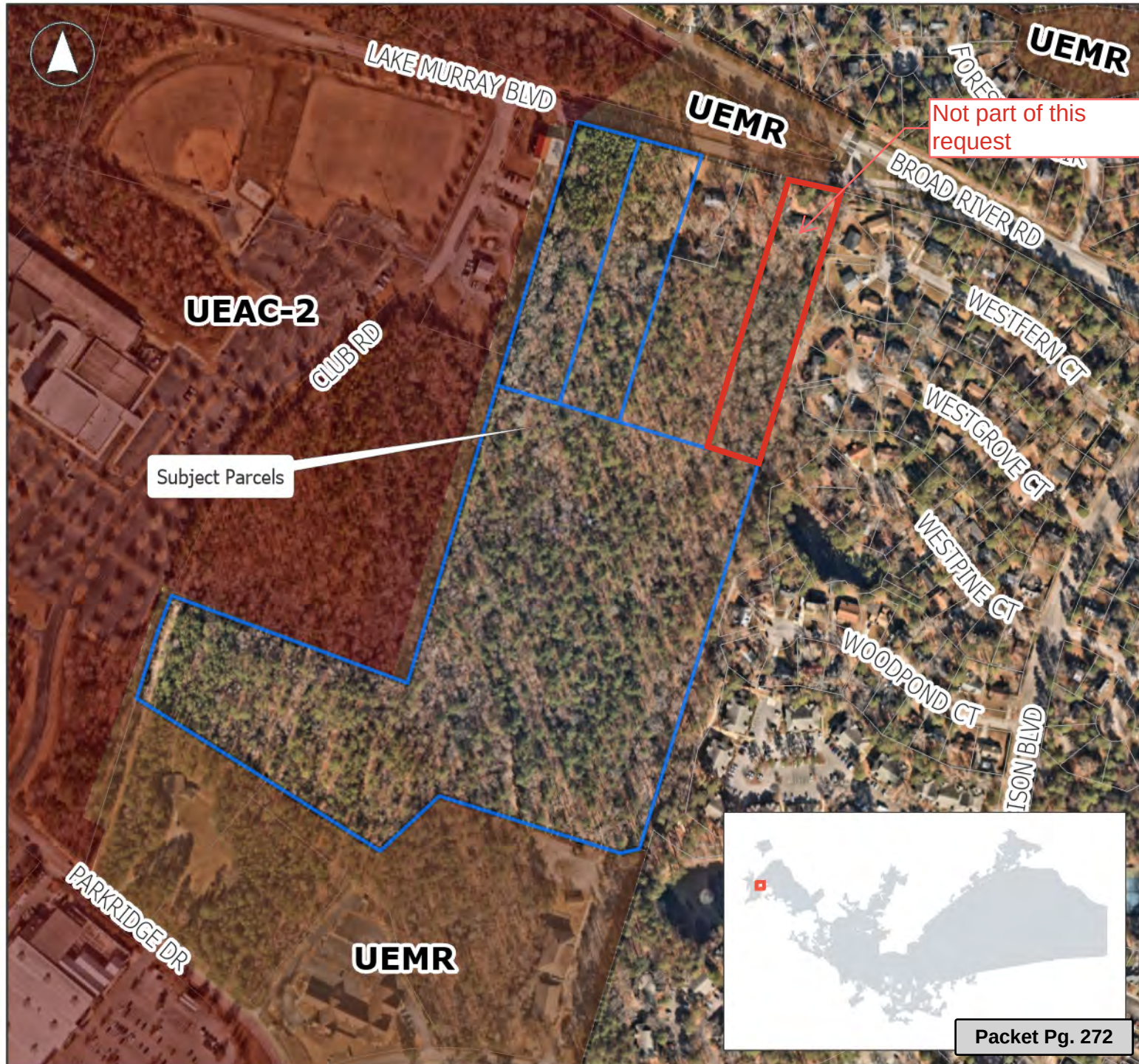
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Planning & Development
 Services Department

Created by: sw Hudson Date: 11/6/2025

This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia



Zoning

101(portion), 119, and 125 Lake Murray Blvd; TMS# 04908-01-01(p), 05009-01
Current Richland County Zoning: Residential 3 (R3)
Proposed City Zoning: Residential Mixed District (RM-2)

16.b

Legend

- CAC: Community Activity Center/Corridor
- PD: Planned Development
- Parcels
- City Limits



Current Future Land Use Classification

MIXED RESIDENTIAL

Land Use and Character

Areas include much of the urban and suburban developed areas in the County as well as edge areas adjacent to other jurisdictions in the County. These are densely developed urban and suburban areas, or opportunities for dense suburban development. Mixed residential areas include the full range of uses supportive of neighborhood, community, and regional commercial and employment needs. Residential single-family, multi-family, office and institutional, general and neighborhood commercial, and recreational uses are appropriate for this area. Some light industrial uses are also found today in these areas, but additional industrial development with significant community impacts (i.e., noise, exhaust, odor, heavy truck traffic) is discouraged, unless the area is identified specifically for these uses. Schools, churches, parks, and other institutional uses help support the full service nature of Mixed Residential areas. **See Appendix B for more detailed guidance for this category.**



Desired Development Pattern

Developments should reinforce the guiding principle of making neighborhoods and communities in Richland County more livable. Mixed Residential areas should provide a mix of housing opportunities within individual developments, preferably organized around a neighborhood center or public space. To the extent possible, commercial and office development should be located in Activity Centers and in Mixed Use Corridors. High density residential uses should be located proximate to or incorporated within Activity Centers, increasing existing and future opportunities for transit service to these locations. Grid and modified grid development patterns are preferred over curvilinear and cul-de-sac designs to support connectivity.



Transportation

Upgrades to roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. New neighborhoods should include the full range of transportation options, including recreational sidewalks, trails and greenways, as possible.

Recommended Land Uses

Primary, Secondary, and Tertiary Land Uses: See Appendix B for the map and Handbook that identify recommended Development Types and Primary, Secondary, and Tertiary Uses that are encouraged for these areas.

Policy Guidance

1. See Appendix B for the map that identifies the recommended Development Types for Mixed Residential areas, and references specific design guidance for each Development Type.

Relevant Plans

Broad River Neighborhood Master Plan, Broad River Corridor and Community Master Plan, Lower Richland Community Strategic Master Plan, Trenholm Acres/Newcastle Master Plan, Arcadia Lakes Comprehensive Plan, Blythewood Comprehensive Plan, Cayce Comprehensive Plan, Columbia Comprehensive Plan, Forest Acres Comprehensive Plan

Priority Investment Areas

1 I-26 Broad River Road interchange (south), Portion of #5 I-20 Fairfield Interchange, Most of #9 Decker Boulevard and Two Notch Road, Portion of #10 I-77 Bluff Road Interchange (Bluff Road Exit)

Areas of Common Interest

Proposed projects in the Northwest, North Central, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Proposed Future Land Use Classification

Development Types

URBAN EDGE MIXED RESIDENTIAL (UEMR)

Urban Edge Mixed Residential neighborhoods are appropriate near the perimeter of the City or in the outer ring of neighborhoods. This development type primarily represents existing post-1940s subdivisions and the auto-oriented corridors associated with them. The pattern is also suitable for small to medium infill development within these areas. It is primarily characterized by individual subdivisions or neighborhoods with a specific street and block pattern adjacent to other subdivisions or neighborhoods with a different subdivision street and block pattern. Urban Edge Mixed Residential neighborhoods can accommodate a variety of housing types from detached single-family to multi-family complexes.



UEMR BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small & Medium

TERTIARY TYPES

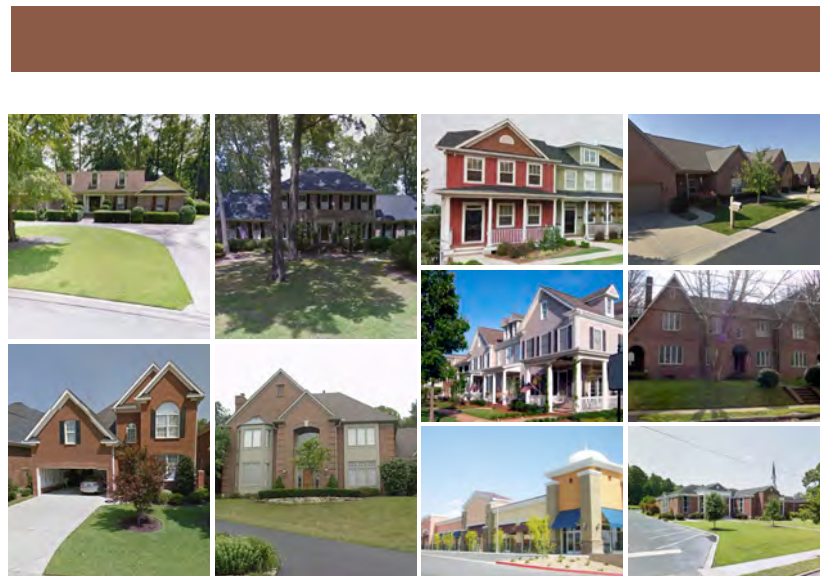
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UEMR DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure. It may have limited points of connections and frequent use of culs-de-sac.
- Streets vary in width from 30 foot rights-of-way to 60 foot rights-of-way. Sidewalks are not common in existing neighborhoods but should be provided in redevelopment or new development.
- Blocks vary by subdivision but may be similar to an urban block, or be less defined and more organically shaped by the landscape or former parent lot.
- The subdivision pattern is typically very consistent in terms of lot sizes. Lots themselves may vary from rectangular parcels to wedge-shaped parcels consistent with the more curvilinear street network and cul-de-sac lots.
- Buildings are typically located near the center of the lot, with somewhat equal front and back yards. Buildings often present a wider façade to the street and attached garages and driveways are common.
- Building scale and design of groups of housing types should be complimentary to adjacent housing types in scale. Housing types are typically developed in separate subdivisions (multi-family, single-family, townhouses). Mixing of housing types within a block is uncommon.
- Open space should be provided throughout Urban Edge Mixed Residential developments in an informal and passive manner as well as through neighborhood recreation facilities and clubhouses.



- Architectural details may vary within each subdivision depending on the mix of residential types and era of construction. Infill development should respect the existing horizontal and vertical scaling as well as location and orientation of buildings on the lots.

Proposed Zoning District



RM-2: Residential Mixed District

Purpose

The purpose of the Residential Mixed (RM-2) District is to provide lands that accommodate moderate-density mixed residential development that allows single-family, two-family, townhouse, and medium-scale multi-family dwellings.

The street network is gridded and buildings are located close to, and oriented toward, the street.

Intensity and Dimensional Standards

Standard	Townhouse	All Other Uses
Lot Area, min. (sf.)	8,000[1]/1,500[2]	3,000
Lot Width, min. (ft.)	75[1]/18[2]	40
Lot Depth, min. (ft.)	60	60
Lot Coverage, max. (% of site area)	50	50
Density, max. (du/acre)	N/A	17.2
Front Yard Setback, min. (ft.)	15	15
Side Yard Setback, min. (ft.)	[3]	5
Rear Yard Setback, min. (ft.)	10	10
Building Height, max. (ft.)	50	50

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] Applies to the development lot as a whole rather than individual lots under individual units.

[2] Applies to individual lots under individual units.

[3] A minimum of five feet required between end units and side yard and ten feet between end units and any secondary front yard.

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

Cottage neighborhood development

Dwelling, live-work¹

Dwelling, multifamily

Dwelling, single-family detached

Dwelling, townhouse

Dwelling, two-family

Community recreation center

Cultural facility²

Day care facility¹

Library

Place of worship²

Public safety facility

Elementary, middle, or high school²

Arboretum or botanical garden²

Cemetery²

Park or greenway¹

Utility facility, major²

Utility facility, minor

Dry cleaning pick-up¹

Grocery store or food market²

Community garden¹

Crop production and processing²

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.



MEETING DATE: January 6, 2026

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, INTERIM FUTURE LAND USE MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT for 1227 and 1235 Bakersfield Road, 106, 112, 118, 119, 130, 131 and 140 Diamond Lane, and 1049, 1057, and 1065 Statler Road, TMS# 07402-04-16, 07402-04-10, 07401-06-01, and 07401-06-02

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-106 - Annexing 1227 and 1235 Bakersfield Road, 106, 112, 118, 119, 130, 131 and 140 Diamond Lane, and 1049, 1057, and 1065 Statler Road, Richland County TMS# 07402-04-16, 07402-04-10, 07401-06-01, and 07401-06-02

Proposal: Request to annex the property, assign the interim land use classification of Urban Core Community Activity Center (UCAC-2) and Urban Edge Residential Large Lot (UER-2) and assign interim zoning of Community Activity Center/Corridor District (CAC) and Residential Single Family Large Lot District (RSF-1) for a pending annexation. The property is currently classified as Mixed-Use Corridor and Mixed Residential (High Density) in a Priority Investment Area and Community Activity Center with a portion in a Neighborhood Activity Center and zoned General Commercial (GC) and Residential 2 (R2) by Richland County.

Council District: 2

Applicant: Word of God Church and Ministries

Staff Recommendation: Approval

PC Recommendation: 11/13/2025; Approval (8-0)

First reading approval was given on December 16, 2025.

ATTACHMENTS:

- **#a:** 2025-106 - 1235 Bakersfield Road (with interim zoning) annex only (PDF)
- **#b:** ANNEX-2025-0022_Bakersfield1235_ZPH Packet (PDF)

HISTORY:**12/16/25****Columbia City Council APPROVED ON FIRST READING**

ORDINANCE NO.: 2025-106

Annexing 1227 and 1235 Bakersfield Road, 106, 112, 118, 119, 130, 131 and 140 Diamond Lane, and 1049, 1057, and 1065 Statler Road, Richland County TMS# 07402-04-16, 07402-04-10, 07401-06-01, and 07401-06-02

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 _____, 2025, 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 Community Activity Center/Corridor District (CAC) and Residential Single Family Large Lot District (RSF-1), apportioned to City Council District 2, Census Tract 104.03, contains 19.64 acres, and shall be assigned an interim land use classification of Urban Core Community Activity Center (UCAC-2) and Urban Edge Residential Large Lot (UER-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 07402-04-16, 07402-04-10, 07401-06-01, and 07401-06-02

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 Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2025-109

All that certain piece, parcel or tract of land with the improvements thereon, situate, lying and being near the intersection of Broad River Road and Bakersfield Road in the County of Richland, State of South Carolina and being shown and delineated upon final plat of Word of God Church and Ministries by Precision Surveying Inc., Julian E. Saverance PLS 19896 dated July 22, 2010 and recorded in the Office of the ROD for Richland County in Plat Book 1621 at page 3802 and having the following boundaries and measures to wit: Beginning at a #4 rebar on the North side of Bakersfield Road and running thence S76°10'03"W along the right of way of Bakersfield Road for a distance of 194.01 feet to a ½ inch pipe; thence continuing and running along the right of way of Bakersfield Road S75°40'35"W for a distance of 49.95 feet to a ½ inch pipe; thence continuing and running along the right of way of Bakersfield Road S75°44' 18"W for a distance of 99.97 feet to a #4 rebar; thence turning and running N16°58'45"W along property now or formerly of RJM Co., Inc. for a distance of 141.51 feet to a ¾ inch pipe; thence turning and running S75°14'56"W along property now or formerly of RJM Co., Inc. for a distance of 204.65 feet to a ½ inch pipe; thence continuing and running S75°12'19"W along property now or formerly of Henry A. Wylie Life Estate and Thomas F. and Margaret Neeley for a distance of 233.08 feet to a 1 inch pipe; thence turning and running N38°56'45"W along property now or formerly of Gerald L. & Yolanda Garner, Tyrone & Queen Fersner, James D. Campbell, W. Steve Weston, Nancy C. Robertson and Edith R. Bladen for distance of 570.68 feet to a ¾" pipe; thence continuing N38°58'26"W along property now or formerly of Terry E. Moss and Pamela K. Hiebert for distance of 199.91 feet to a ½ inch rod; thence continuing and running N40°44' 16"W along property now or formerly of Marilyn R. Becker for a distance of 101.65 feet to a 1 inch pipe; thence turning and running N40°44'36"W along property now or formerly of Boozer Shopping Center, Inc. (Shown as Barbara B. Mann on said plat) for a distance of 269. 90 feet to a point; thence turning and running S89°17'31"W along property now or formerly of Sylvia B. Brannon, et al Trustees and Boozer Shopping Center, Inc. for distance of 156.33 feet to a #4 rebar; thence continuing and running S89°04'09"W along property now or formerly of and Laurie M. Fortier for a distance of 141.57 feet to a ¾ inch pinch pipe; thence continuing and running S89°13'31"W along property now or formerly of Ronald L. & Katrina Bridgette and Leonard E. O'Shields for a distance of 185.34 feet to a ¾ inch open pipe; thence turning and running N07°44'10"E along property now or formerly of Gary A. Shull for a distance of 104.17 feet to a ¾ inch pinch pipe; thence turning and running N87°10'10"E along Interstate 20 for a distance of 369.61 feet to a concrete monument; thence turning and running N87°08'21"E along Interstate 20 for a distance of 291. 77 feet to a concrete monument; thence continuing and running N87°31'39"E along Interstate 20 for a distance of 44.44 feet to a #4 rebar; thence continuing N83°58'59"E along Interstate 20 for a distance of 182.62 feet to a concrete monument; thence continuing and running N77°48' 14"E along Interstate 20 for a distance of 159.18 feet to a concrete monument; thence continuing and running N73°57'34"E along Interstate 20 for a distance of 122.78 feet to a #3 rebar; thence turning and running S70°54'49"E for a distance of 12.41 feet to a ¾ inch open pipe; thence turning and running S59°49'03"W along property now or formerly of James W. Fields for a distance of 325 feet to a #5 rebar; thence turning and running S43°58'43"E along property now or formerly of James W. Fields for a distance of 260 feet to a ½ inch pipe; thence turning and running N53°02'29"E along property now or formerly of James W. Fields for a distance of 224.70 feet to a #5 rebar; thence turning and running S44°18'06"E along property now or formerly of NBD Bank N.A. Trustee for a distance of 145.72 feet to a #4 rebar; thence continuing and running S44°18'01"E along property now or formerly of NBD Bank N. A. Trustee for a distance of 27 .11 feet to a #5 rebar; thence turning and running N53°52'09"E along property now or formerly of NBD Bank N.A. Trustee for a distance of 151.27 feet to a ½ inch pipe; thence turning and running S43°51'50"E along the right of way of Broad River Road for a distance of 50.42 feet to a nail; thence turning and running S53°59'16"W along property now or formerly of Churpeyes, Inc. for a distance

LEGAL DEPARTMENT DRAFT

of 122.93 feet to a nail; thence turning and running S42°23'58"E along property now or formerly of Churpeyes, Inc. for a distance of 100.16 feet to a #4 rebar; thence continuing and running S42°14'00"E along property now or formerly of Churpeyes, Inc. for a distance of 29.77 feet to a #5 rebar; thence continuing and running along property now or formerly of Churpeyes, Inc. S42°10'25"E for a distance of 25.47 feet to a #5 rebar; thence turning and running S64°34'39"W along property now or formerly of Joseph S. Mack, Jr. for a distance of 11.12 feet to a #5 rebar; thence turning and running S23°09'28"E along property now or formerly of Joseph S. Mack, Jr. for a distance of 59.94 feet to a #4 rebar; thence turning and running N73°09'06"E along property now or formerly of Joseph S. Mack, Jr. for distance of 34.12 feet to a ½ inch pipe; thence turning and running S41°03'50"E along property now or formerly of Trefz & Trefz, Inc. for a distance of 167.51 feet to a ½ inch pipe; thence continuing and running S41°57'42"E along property now or formerly of Trefz & Trefz, Inc. for a distance of 20.18 feet to a ½ inch pipe; thence continuing and running S43°13'17"E along property now or formerly of Henry C. and Maurice H. Sanderson for a distance of 80.21 feet to a ½ inch pipe; thence turning and running N63°31'32"E along property now or formerly of Henry C. and Maurice H. Sanderson for a distance of 175.02 feet to an iron; thence turning and running S41°26'52"E along Broad River Road for a distance of 30.24 feet to a ½ inch pipe; thence turning and running S62°59'57"W along property now or formerly of Wyman Boozer Realty, Inc. for a distance of 173.47 feet to a ½ inch pipe; thence turning and running S37°45'49"E along property now or formerly of Wyman Boozer Realty, Inc. for a distance of 79.49 feet to a ½ inch pipe; thence continuing S38°40'50"E for a distance of 48.54 feet to a point; thence turning and running S46°41' 18"E for a distance of 59.29 feet to a point; thence turning and running S31°04'41"E for a distance of 51.00 feet to an iron; thence running S30°52'24"E for a distance of 101.68 feet to a 4 inch rebar; said rebar being the point of beginning. Be all measurement a little more or less. Reference to said plat being craved for a more complete and accurate description.

LESS AND EXCEPTING all that certain parcel of land containing 30,629 square feet (0.703 acre), more or less, and all improvements thereon, if any, and shown as Area of Acquisition From Tract 285 Proj. ID P07662 on an exhibit prepared by the South Carolina Department of Transportation on January 11, 2021 and recorded with a deed transferring said property from Word of God Church and Ministries in the Office of the Register of Deeds for Richland County in Record Book 2654 at page 3645.

ALSO, All those certain pieces, parcels or lots of land, situate, lying and being near the City of Columbia, County of Richland, State of South Carolina, and being shown as "Silvia B. Brannon, ETAL, Trustees DB. R0671 Pg. 1145, Pb. 14 pg. 63, Tax Map #7402-04-10", "Boozer Shopping Center Db.R0366 Pg. 1930, Tax Map #7402-06-01", and "Barbara B. Mann, Db R0312 Pg. 80, Tax Map #7401-06-02", upon Final Plat of Word of God Church and Ministries by Precision Surveying, Inc. dated July 22, 2010 and recorded in the Office of the Register of Deeds for Richland County in Record Book 1621 at page 3802.



CITY COUNCIL

December 16, 2025 at 4:00 P.M.

City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

ANNEXATION, INTERIM FUTURE LAND USE MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT CASE SUMMARY

1227 and 1235 Bakersfield Road, 106, 112, 118, 119, 130, 131 and 140 Diamond Lane, and 1049, 1057, and 1065 Statler Road, TMS# 07402-04-16, 07402-04-10, 07401-06-01, and 07401-06-02

Council District:	2
Proposal:	Request to annex the property, assign the interim land use classification of Urban Core Community Activity Center (UCAC-2) and Urban Edge Residential Large Lot (UER-2) and assign interim zoning of Community Activity Center/Corridor District (CAC) and Residential Single Family Large Lot District (RSF-1) for a pending annexation. The property is currently classified as Mixed Use Corridor and Mixed Residential (High Density) in a Priority Investment Area and Community Activity Center with a portion in a Neighborhood Activity Center and zoned General Commercial (GC) and Residential 2 (R2) by Richland County.
Applicant:	Word of God Church and Ministries
Staff Recommendation:	Approval
PC Recommendation:	11/13/2025; Approval (8-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 19.64 acres

Current Use: Institutional/ Commercial

Proposed Use: Institutional/ Commercial

Reason for Annexation: Municipal Services/ Existing Development

Urban Service Area: Primary Area

Current County Land Use Classification: Mixed Use Corridor and Mixed Residential (High Density) in a Priority Investment Area and Community Activity Center with a portion in a Neighborhood Activity Center

Proposed City Interim Land Use Classification: Urban Core Community Activity Center (UCAC-2) and Urban Edge Residential Large Lot (UER-2)

Current County Zoning: General Commercial (GC) and Residential 2 (R2)

Proposed City Interim Zoning: Community Activity Center/Corridor District (CAC) and Residential Single Family Large Lot District (RSF-1)

Census Tract: 104.03

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a “Primary” in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City’s long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Primary Areas

Primary Areas are made up of land contiguous to the City where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities. Annexations within Primary Areas are the second highest priority, after areas classified as Donut Hole - Primary. Barring unanticipated circumstances, annexation is recommended and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Comprehensive Plan Land Use Classification

The proposed interim future land use for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is split between Urban Core Community Activity Center (UCAC-2) for the larger parcel and Urban Edge Residential Large Lot (UER-2) for the smaller lots with frontage along Statler Road. The properties are currently classified as Mixed Use Corridor and Mixed Residential (High Density) in a Priority Investment Area and Community Activity Center with a portion in a Neighborhood Activity Center by Richland County.

Refer to the attached land use classification descriptions for existing Richland County and proposed City of Columbia land use classifications.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the [Reaching Riverbanks Community Mobility Plan](#) (adopted by the City of Columbia in 2025), and the [Broad River Corridor and Community Master Plan](#) (adopted by Richland County in 2010).

The *Reaching Riverbanks Community Mobility Plan* focuses on the nexus between land use and transportation. Recognizing that most residents within the large study area are unable to connect their local trips within the study area without utilizing large corridors, the plan makes a series of recommendations to improve community mobility within the study area. The plan also seeks to

simplify the mixture of future land use classifications across jurisdictions, setting forth a growth strategy that identifies areas as either growth or conservation based upon the future land use they have been assigned.

The subject property is split between growth and conservation areas along the same lines, with property along Statler Road identified for conservation, and the larger property identified for growth. Per the plan:

“Areas for additional growth and development are located along Riverbanks’ major corridors. Properties in these areas are lower intensity with capacity to add growth with the most direct access to major roadways and transit that can serve this growth. Growth Areas align with city and county future land use districts that already contain policies to transform corridor development to this effect.

Conservation Areas are located more internally to the study area and often located closer to the actual bank of the rivers. Aside from being primarily residential in nature, they also contain many of the study area’s natural assets that are part of Riverbanks’ unique character and should be protected. Conservation Areas generally align with existing city and county residential future land use classifications. It’s not to say these areas won’t receive growth, but growth here will be much more modest and residential in nature.” (page 77)

Overall plan recommendations include improving pedestrian and bicycle access to the rivers and existing park spaces and improving or identifying small neighborhood connections that improve internal circulation away from the major corridors (page 52). Urban trails are recommended along Statler Road, with a street connection recommended through the larger property, connecting Statler Road back with Bakersfield Road in a loop. In the Northwest Focus Area, these potential connections are further outlined as NW-06 and NW-09 on pages 116-118.

The property falls within the Dutch Square West Neighborhood Sub-Area set forth by *The Broad River Road Corridor and Community Master Plan* (page 48), and the Plan assigned a proposed land use character district of Transition Mixed-Use District to the parcels with frontage along Jacob Road and Timothy Drive (page 32). The larger parcel is identified as a potential catalyst project, referred to as the Dutch Square Transit Center (page 53).

ZONING

The property is currently zoned General Commercial (GC) and Residential 2 (R2) by Richland County. Adjacent parcels within the City of Columbia contain a mixture of commercial uses, including Dutch Square Mall, and are zoned Regional Activity Center/Corridor (RAC) to the south.

Adjacent parcels in unincorporated Richland County to the west contain a residential subdivision and are currently zoned Residential 2 (R2), and the parcels to the east is currently zoned General Commercial (GC) and occupied by a variety of commercial uses.

The proposed City of Columbia interim zoning is Community Activity Center/Corridor (CAC) District and Residential Single Family Large Lot District (RSF-1).

Refer to the attached zoning district descriptions for more information on the proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends the assignment of the future interim land use classification of Urban Core Community Activity Center (UCAC-2) and Urban Edge Residential Large Lot (UER-2) and recommends assigning the interim zoning of Community Activity Center/Corridor District (CAC) and Residential Single Family Large Lot District (RSF-1) at the time of annexation.



STUCAWA DR
OLD MANOR RD
MENLO DR
BRIARGATE CIR
MARLEY DR
EXIT 65 - BROAD RIVER RD RAMP
INTERSTATE 20 W
GARNER LN
LONGCREEK DR
I-20 ONRAMP
INTERSTATE 20 E
GALE DR
EXIT 65 - BROAD RIVER RD RAMP
I-20 ONRAMP
BROAD RIVER RD
DIAMOND LN
STATLER RD
TYEUTRL
SHIRLINGTON RD
GLEN OAKS RD
SPRINGWELL RD
MORNINGHILL DR
BURNETTE DR
INNSBROOK DR
LEYDEN LN
DELFT LN
NARROWWOOD RD
DUTCH SQUARE BLVD
WYNFIELD CT
GATEWAY LN
OMAREST DR
ELM ABODE
MELISSA LN
KOUTLER V
BERESFORD PL
RIVERSIDE CIR
BURBANK ST
ROMAIN DR
MEECH ST



Future Land Use

1227 & 1235 Bakersfield Rd, 106, 112, 118, 119, 130, 131 & 140 Diamond Ln, & 1049, 1057, & 1065 Statler Rd;
TMS# 07401-06-01 & -02, 07402-04-10 & -16
Current Richland County Future Land Use: Mixed Use Corridor & Mixed Residential (High Density)
Proposed City Future Land Use: Urban Core Community Activity Center (UCAC-2) and Urban Edge Residential Large Lot (UER-2)

17.b

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

0 100 200 Feet

0 100 200



Planning & Development
Services Department

Created by: sw Hudson Date: 11/4/2025

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Zoning

1227 & 1235 Bakersfield Rd, 106, 112, 118, 119, 130, 131 & 140 Diamond Ln, & 1049, 1057, & 1065 Statler Rd
TMS# 07401-06-01 & -02, 07402-04-10 & -16
Current Richland County Zoning: GC and R2
Proposed City Zoning: Community Activity Center/Corridor (CAC) & Residential Single Family - Large Lot District (RSF-1)

17.b

Legend

- RAC: Regional Activity Center/Corridor
- CAC: Community Activity Center/Corridor
- RSF-2: Residential Single Family - Medium Lot District
- Parcels
- City Limits



0 100 200 Feet



Planning & Development
Services Department

Created by: swhudson Date: 11/4/2025

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Packet Pg. 292

Current Future Land Use Classification

MIXED-USE CORRIDOR

Land Use and Character

Areas include established commercial, office, and medium-density residential developments located along principal arterial roads, and exclude established single-family residential subdivisions that may be located in the corridor. Mixed-use corridor areas should provide a vertical and horizontal mix of suburban scale retail, commercial, office, high-density residential, and institutional land uses. Open spaces and parks are also important uses within Mixed-Use Corridors. These corridors are punctuated by higher intensity development located at “nodes” called Activity Centers where the highest density and integration of mixed uses occurs.



Desired Development Pattern

Suburban commercial corridors should be transformed over time from traditional strip commercial development to Mixed-Use Corridors connecting Activity Centers. Between Activity Centers, corridors should be redeveloped to convert single story, single use developments on individual lots to multi-story, mixed use formats that organize uses in a pedestrian-friendly format.



Transportation

Developments are encouraged to be planned as larger master planned developments to increase access management opportunities and reduce the number of driveways on serving roads. Internal connectivity between commercial, office, and residential developments should occur. As feasible, new road improvements and suburban commercial centers should provide safe and easy access to travelers riding the bus and walking from adjacent developments. Long term strategies should be developed to assess necessary adjustments to accommodate future rail transit.

Recommended Land Uses

Primary Land Uses: Multi-family housing, professional offices, restaurants and bars, financial institutions, medical offices, personal services, drug stores, smaller-scale retail shopping, parks and recreational facilities are appropriate along the corridor, and are preferably developed within mixed-use centers.

Secondary Land Uses: Other commercial uses such as drive-through restaurants, convenience stores and gasoline stations, and other more intensive commercial uses are more appropriate proximate to and within Activity Centers.

Policy Guidance

1. Access management techniques that consolidate methods of ingress and egress as a means to preserve transportation system capacity are encouraged.
2. To increase the vitality of corridors and their adjacent Activity Centers, new development should be sited with fronts facing the road or other site orientations to create a “main street” pattern of development.
3. Vertical mixing of uses (“stacking”) is the preferred form of development along the corridor and generally should range from 2-5 stories, with the tallest buildings in transition areas outside of activity centers and lower heights along the central portions of the corridor.
4. New development and redevelopment within aging commercial corridors should improve visual character along the corridor through site orientation, tree plantings and landscaping, architectural features, location of parking, and signage.
5. Larger master-planned developments are encouraged to use consistent design themes throughout, including architectural features and signage.
6. The location of parking to the side or rear of developments is encouraged. Consideration should be given to reduce parking requirements to facilitate redevelopment of underutilized properties.
7. Internal circulation for vehicles and pedestrians should be provided between uses, and connectivity with adjacent developments is preferred.

MIXED-USE CORRIDOR

8. Public-private partnerships should be undertaken on catalyst projects to trigger the redevelopment process in underutilized commercial corridors. Public investments may include the sale or conveyance of lands and public infrastructure improvements.

Relevant Plans

Broad River Road Corridor Master Plan, Lower Richland Community Strategic Master Plan, Southeast Richland Neighborhood Master Plan, The Renaissance Plan: Decker Boulevard/Woodfield Park Area, Trenholm Acres Master Plan

Priority Investment Areas

#9 Decker Boulevard and Two Notch Road

Areas of Common Interest

Proposed projects in the Northwest, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Existing Zoning Districts of Similar Character

OI, NC, GC, RS-HS, RM-MD, RM-HD, PDD, RD, CRD, DBWP

MIXED RESIDENTIAL

Land Use and Character

Areas include much of the urban and suburban developed areas in the County as well as edge areas adjacent to other jurisdictions in the County. These are densely developed urban and suburban areas, or opportunities for dense suburban development. Mixed residential areas include the full range of uses supportive of neighborhood, community, and regional commercial and employment needs. Residential single-family, multi-family, office and institutional, general and neighborhood commercial, and recreational uses are appropriate for this area. Some light industrial uses are also found today in these areas, but additional industrial development with significant community impacts (i.e., noise, exhaust, odor, heavy truck traffic) is discouraged, unless the area is identified specifically for these uses. Schools, churches, parks, and other institutional uses help support the full service nature of Mixed Residential areas. **See Appendix B for more detailed guidance for this category.**



Desired Development Pattern

Developments should reinforce the guiding principle of making neighborhoods and communities in Richland County more livable. Mixed Residential areas should provide a mix of housing opportunities within individual developments, preferably organized around a neighborhood center or public space. To the extent possible, commercial and office development should be located in Activity Centers and in Mixed Use Corridors. High density residential uses should be located proximate to or incorporated within Activity Centers, increasing existing and future opportunities for transit service to these locations. Grid and modified grid development patterns are preferred over curvilinear and cul-de-sac designs to support connectivity.



Transportation

Upgrades to roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. New neighborhoods should include the full range of transportation options, including recreational sidewalks, trails and greenways, as possible.

Recommended Land Uses

Primary, Secondary, and Tertiary Land Uses: See Appendix B for the map and Handbook that identify recommended Development Types and Primary, Secondary, and Tertiary Uses that are encouraged for these areas.

Policy Guidance

1. See Appendix B for the map that identifies the recommended Development Types for Mixed Residential areas, and references specific design guidance for each Development Type.

Relevant Plans

Broad River Neighborhood Master Plan, Broad River Corridor and Community Master Plan, Lower Richland Community Strategic Master Plan, Trenholm Acres/Newcastle Master Plan, Arcadia Lakes Comprehensive Plan, Blythewood Comprehensive Plan, Cayce Comprehensive Plan, Columbia Comprehensive Plan, Forest Acres Comprehensive Plan

Priority Investment Areas

1 I-26 Broad River Road interchange (south), Portion of #5 I-20 Fairfield Interchange, Most of #9 Decker Boulevard and Two Notch Road, Portion of #10 I-77 Bluff Road Interchange (Bluff Road Exit)

Areas of Common Interest

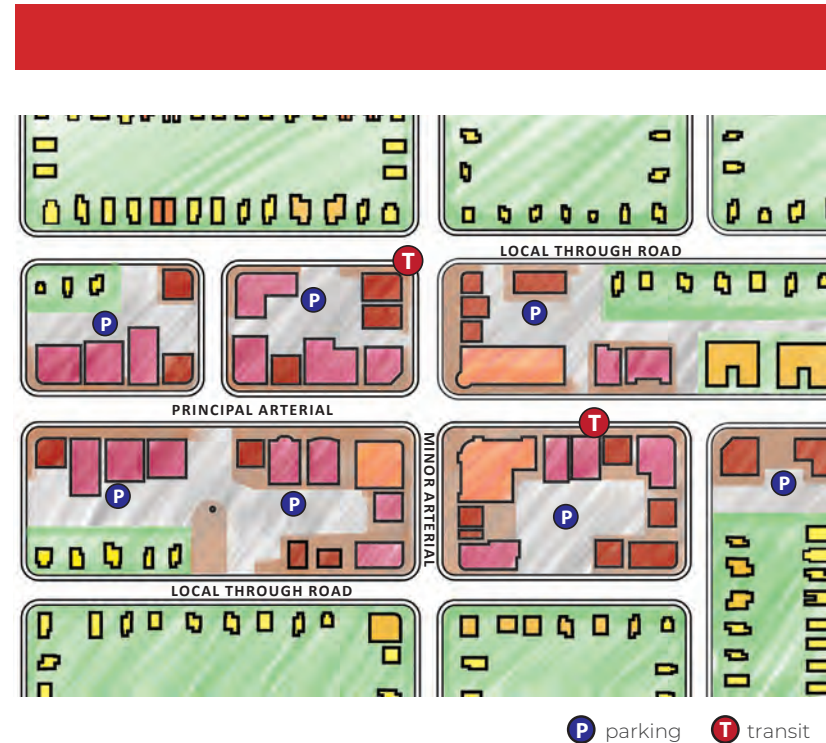
Proposed projects in the Northwest, North Central, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Proposed Future Land Use Classification

Development Types

URBAN CORE COMMUNITY ACTIVITY CENTER (UCAC-2)

Urban Core Community Activity Centers are medium scale collections of primarily business uses, developed within the urban grid of Columbia's neighborhoods. They are destination locations that serve an area of about a three-mile to five-mile radius or drive distance. These centers often occupy several city blocks (within a neighborhood) and include several dozen businesses and multi-family or mixed-use buildings. The destination nature of these centers means significant demand for transit facilities and parking. Their scale and architecture are larger than most of the surrounding single-family homes. They may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods.



UCAC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

SECONDARY TYPES

- Multi-family Small & Medium

TERTIARY TYPES

- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

UCAC-2 DEVELOPMENT PATTERN/CONTEXT

- Blocks are square or rectangular, and the uses in the activity center typically occupy only a quarter or half of the block. Alleyways are not common but can be used in redevelopment or infill to provide access to rear parking lots.
- 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 in an activity center. Deeper lots are typically found along major roads.
- Buildings are typically set to the sidewalk edge or may have a small lawn when a converted residential structure is used. Entrances should be located on the main façade. Front yard setbacks are typically consistent along a block.
- Individual buildings may be attached or built close to each other to establish a continuous street frontage. Individual lots may have only one narrow side yard and a zero lot line setback from front or side property lines.
- Building types may be mixed on a block, but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Structures may just utilize on-street parking or may have small parking areas behind the building; activity center parking may be shared in small lots, and in some cases structured parking may be required in Community Activity Centers. Multimodal transit should also be factored into the design of activity centers.
- Open spaces in the form of neighborhood parks, plazas, linear parks, and greens are also contributing uses in an activity center. Pedestrian-oriented streetscape elements such as benches,



street trees, landscaping, and outdoor dining areas are typical.

- Architectural detailing is human scale but may include grander elements than found in Neighborhood Activity Centers. The majority of buildings are two to four stories; taller structures are strategically located where increased density and intensity are appropriate.

Development Types

URBAN EDGE RESIDENTIAL LARGE LOT (UER-2)

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.



UER-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached
- *Accessory dwelling units

TERTIARY TYPES

- Single-family Attached
- Two-family
- Three-family
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UER-2 DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure and limited points of connection to the main road network. Street widths may be narrow or wide. Sidewalks may or may not be present in existing neighborhoods but should be provided in new developments. On-street parking is uncommon in these neighborhoods when street widths are narrow.
- Blocks are slightly irregular and may display a range of sizes and shapes determined by the parent lot shape and the internal street network.
- Blocks are subdivided into regular sized lots over 10,000 square feet.
- Buildings are typically set back from the street with deep front yards; buildings sit parallel to the street.
- Building sizes vary slightly within a block, but most are one to two stories in height with more than 2,000 square feet of livable space. Exceptions in the number of stories would be for neighborhoods with many split-level homes.
- Most homes have dedicated parking areas in front or side yards. Attached garages or carports are common.
- Open or green spaces are included in individual properties, retention or detention areas, or neighborhood parks. Passive green spaces should be included in new developments.
- Within a single development, building architecture, density, scale, and design will typically be fairly consistent along with front yard setbacks and driveway and garage arrangements. Side loading garages may be more common in a large lot neighborhood than in small lot neighborhoods.



Proposed Zoning District



CAC: Community Activity Center/Corridor District

Purpose

The purpose of the Community Activity Center/Corridor (CAC) District is to provide lands that accommodate moderate-density, walkable, and medium-scale mixed-use development, and commercial development that serves multiple neighborhoods. Some auto-oriented uses are allowed, but the design and location of those uses must be compatible with and support pedestrian-oriented development. Allowed uses include live/work and multi-family dwellings, mixed-use, offices, recreation/entertainment, cultural facilities, restaurants, and drinking establishments. *No minimum parking.

Intensity and Dimensional Standards

Standard	Multi-family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)	10,000	5,000
1 Lot Width, min. (ft.)	75	50
Lot Coverage, max. (% of site area)	N/A	
Density, max. (du/acre)	N/A	
2 Front Yard Setback, (ft.)	Min.	5 [1]
	Max.	15 [1]
3 Side Yard Setback, min. (ft.)	0 to 5	
4 Rear Yard Setback, min. (ft.)	20	
5 Building Height, max. (ft.)	75	

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] In lieu of this standard, the Zoning Administrator may approve a front yard setback that is within 90 percent and 110 percent of the average front yard setback for properties on the same block face, if more than 50 percent of the lots on the block face have buildings.

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

Dwelling, live-work¹

Dwelling, mixed-use

Dwelling, multifamily

Continuing care retirement community (CCRC)¹

Dormitory, public

Fraternity or sorority house²

Residential care facility²

Rooming house or boardinghouse²

Broadcasting studio

Newspaper or periodical publishing establishment

Community recreation center

Cultural facility

Day care facility¹

Government office

Library

Membership organization facility

Place of worship¹

Public safety facility

Social services facility

College or university

Elementary, middle, or high school

School, business or trade

Hospital

Laboratory, medical or dental

Medical or dental clinic/office

Nursing care facility

Arboretum or botanical garden

Cemetery

Park or greenway¹

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

CAC: COMMUNITY ACTIVITY CENTER/CORRIDOR

Park and ride	Recreation facility, indoor, not elsewhere listed
Parking lot ¹	
Parking structure ¹	Recreation facility, outdoor, not elsewhere listed
Passenger terminal, surface transportation	Consumer goods store
Utility facility, major ²	Convenience store ²
Utility facility, minor	Smoke or Vape Shop ¹
Kennel ¹	Farmers' market
Veterinary hospital or clinic ¹	Grocery store or food market
Self-service storage ¹	Liquor store ²
Eating establishment only ¹	Pawn shop ²
Eating and drinking establishment, Type 1 ¹	Gasoline sales and service station ¹
Eating and drinking establishment, Type 2 ²	Personal vehicle repair and maintenance ¹
Funeral home or mortuary	Vehicle equipment supplies sales and rentals
Business/Professional office	Hotel or motel
Contractor's office	Community garden ¹
Bank, retail	Manufacturing, assembly, or fabrication, light
Beauty salon or barbershop	
Body piercing or tattoo establishment ¹	
Dry cleaning pick-up ¹	
Laundry, coin-operated	
Nail salon	
Repair of personal goods	
Car wash	
Banquet hall	
Performing arts center	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.



RSF-1: Residential Single Family – Large Lot District

Purpose

The purpose of the Residential Single-Family - Large Lot (RSF-1) District is to provide lands that accommodate primarily single-family detached dwellings at very low densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	15,000
Lot Width, min. (ft.)	90
Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	40
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	25
Side Yard Setback, min. (ft.)	8
Rear Yard Setback, min. (ft.)	15
Building Height, max. (ft.)	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED	Cemetery ²
Dwelling, single-family detached	Park or greenway ¹
Community recreation center	Utility facility, major ²
Cultural facility ²	Utility facility, minor
Day care facility ²	Community garden ¹
Library	Crop production and processing ²
Place of worship ²	
Public safety facility	
Elementary, middle, or high school ²	
Arboretum or botanical garden ²	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.



MEETING DATE: January 6, 2026

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2430 Chappelle Street and unincorporated portion of 2428 Chappelle Street, TMS# 11605-15-04 and a portion of 11605-15-03

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-105 - Annexing 2430 Chappelle Street and unincorporated portion of 2428 Chappelle Street, Richland County TMS # 11605-15-04 and a portion of 11605-15-03 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Proposal: Request to annex the property, assign the land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of Residential Single Family Medium Lot (RSF-2) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential 5 (R5) by Richland County.

Council District: 2

Applicant: Nova Homes-CAE, LLC

Staff Recommendation: Approval

PC Recommendation: 11/13/2025; Approval (8-0)

First reading approval was given on December 16, 2025.

ATTACHMENTS:

- **#a:** 2025-105 - Annex and Incorporate 2430 Chappelle Street (PDF)

- #b: ANNEX-2025-0020_Chappelle2430_ZPH Packet (PDF)

HISTORY:**12/16/25****Columbia City Council APPROVED ON FIRST READING**

ORDINANCE NO.: 2025-105

Annexing 2430 Chappelle Street and unincorporated portion of 2428 Chappelle Street, Richland County TMS # 11605-15-04 and a portion of 11605-15-03 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2025, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.

2. The property identified as 2430 Chappelle Street and unincorporated portion of 2428 Chappelle Street, Richland County TMS # 11605-15-04 and a portion of 11605-15-03 containing 0.39 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #2, Census Tract 5, and assigned a future land use classification of Urban Core Residential Small Lot (UCR-1) and zoning of Residential Single Family Medium Lot (RSF-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 11605-15-04 and a portion of 11605-15-03

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

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2025-105**EXHIBIT "A"**
PROPERTY DESCRIPTIONS

All those certain pieces, parcels or lots 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 0.39 acres, more or less, and shown and designated as block 15, lot 04 and the unincorporated portion of lot 03, on Richland County Tax Map 11605. Said parcels having such boundaries and measurements as are shown on said tax map.

LEGAL DEPARTMENT DRAFT



CITY COUNCIL

December 16, 2025 at 4:00 P.M.

City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

2430 Chappelle Street and unincorporated portion of 2428 Chappelle Street,
TMS# 11605-15-04 and a portion of 11605-15-03

Council District:	2
Proposal:	Request to annex the property, assign the land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of Residential Single Family Medium Lot (RSF-2) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential 5 (R5) by Richland County.
Applicant:	Nova Homes-CAE, LLC
Staff Recommendation:	Approval
PC Recommendation:	11/13/2025; Approval (8-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.39 acres

Current Use: Undeveloped Lots

Proposed Use: Residential

Reason for Annexation: Municipal Services – New Development

Urban Service Area: Donut Hole - Primary

Current County Land Use Classification: Mixed Residential (High Density)

Proposed City Land Use Classification: Urban Core Residential Small Lot (UCR-1)

Current County Zoning: Residential 5 (R5)

Proposed City Zoning: Residential Single Family Medium Lot (RSF-2)

Census Tract: 5

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a “Donut Hole - Primary” in the Urban Service Area Plan.

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a “Donut Hole - Primary” in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City’s long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Donut Holes - Primary

Donut Holes - Primary are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexation within an area classified as Donut Hole - Primary is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Core Residential Small Lot (UCR-1). The property is currently classified as Mixed Residential (High Density) by Richland County.

Refer to the attached land use classification descriptions for existing Richland County and proposed City of Columbia land use classifications.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area for the *Walkable 29203 Pedestrian Master Plan* (2017).

The subject property is also located within the study area of the Walkable 29203 Pedestrian Master Plan, which was the result of a joint planning effort between SCDHEC, Richland County, and the City of Columbia. The plan makes broad policy recommendations for the entire 29203 zip code, as well as specific policy and infrastructure recommendations within and adjacent to the North Main and Crane Creek planning areas. Area-wide, the Plan recommends improving the streetscape for pedestrian use to combat perceptions of crime and encourage pedestrian use (Page 117). The plan does not make any recommendations specific to the subject property.

ZONING

The properties are currently zoned Residential 5 (R5) by Richland County. Adjacent parcels within the City of Columbia contain a mixture of residential and commercial uses and are zoned Residential Mixed District (RM1) to the east and northeast with Residential Single Family - Medium Lot District (RSF2) to the west and northwest.

The adjacent parcel in unincorporated Richland County to the northeast contain a residential use and is currently zoned Residential 5 (R5) and I-277 on-ramp is to the south.

The proposed City of Columbia zoning is Residential Single Family Medium Lot (RSF-2).

Refer to the attached zoning district descriptions for more information on the proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends the assignment of the future land use classification of Urban Core Residential Small Lot (UCR-1) and recommends assigning the zoning of Residential Single Family Medium Lot (RSF-2) at the time of annexation.



Future Land Use

2430 Chappelle Street & 2428 Chappelle Street (portion); TMS# 11605-15-04 & -03 (p)
 Current Richland County Future Land Use: Mixed Residential (High Density)
 Proposed City Future Land Use: Urban Core Residential Small Lot (UCR-1)

18.b

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
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- UCR-1 - Urban Core Residential Small Lot
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- UCAC-1 - Urban Core Neighborhood Activity Center
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- Parcels
- City Limits

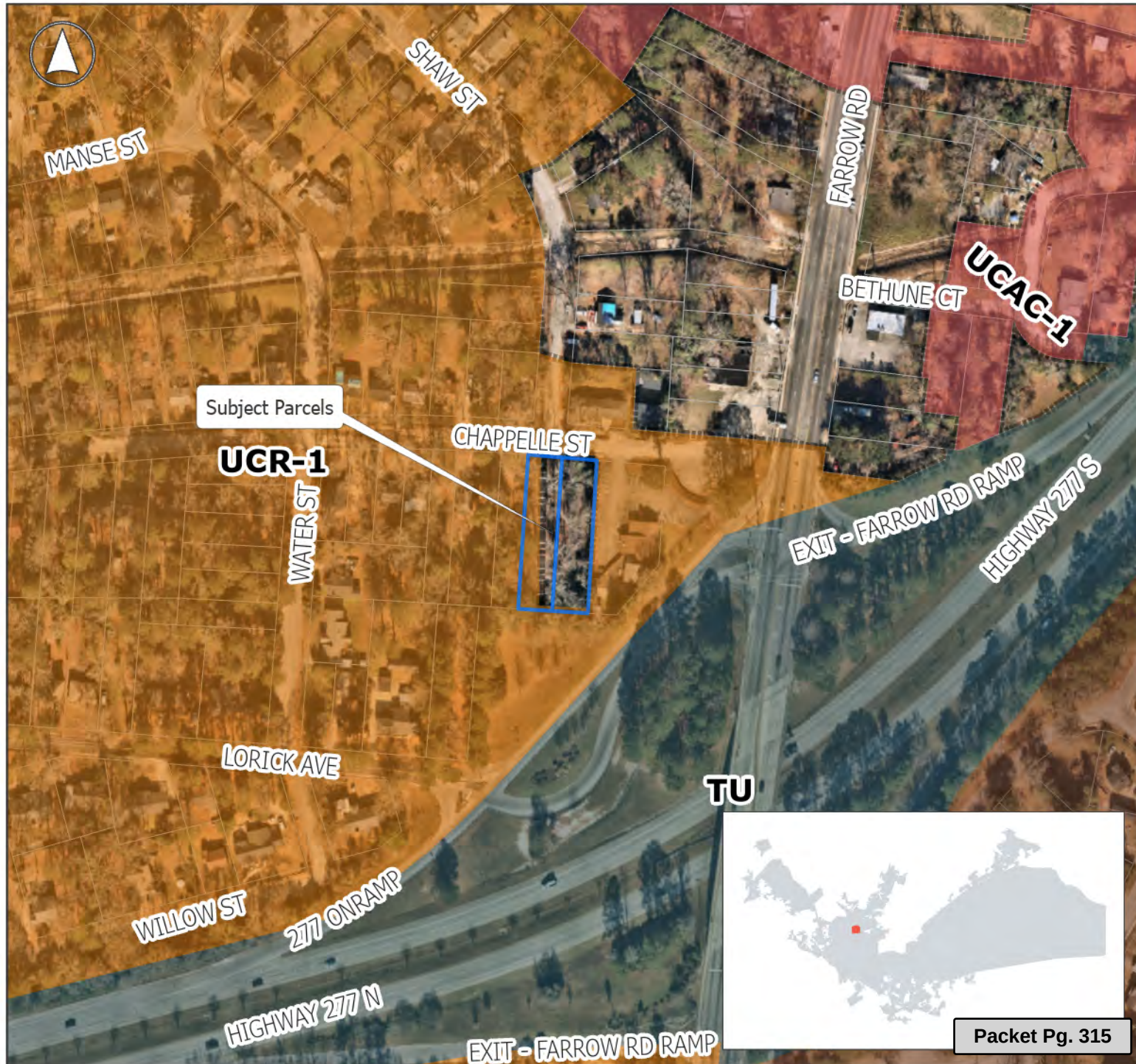
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Planning & Development
 Services Department

Created by: swudson Date: 11/6/2025

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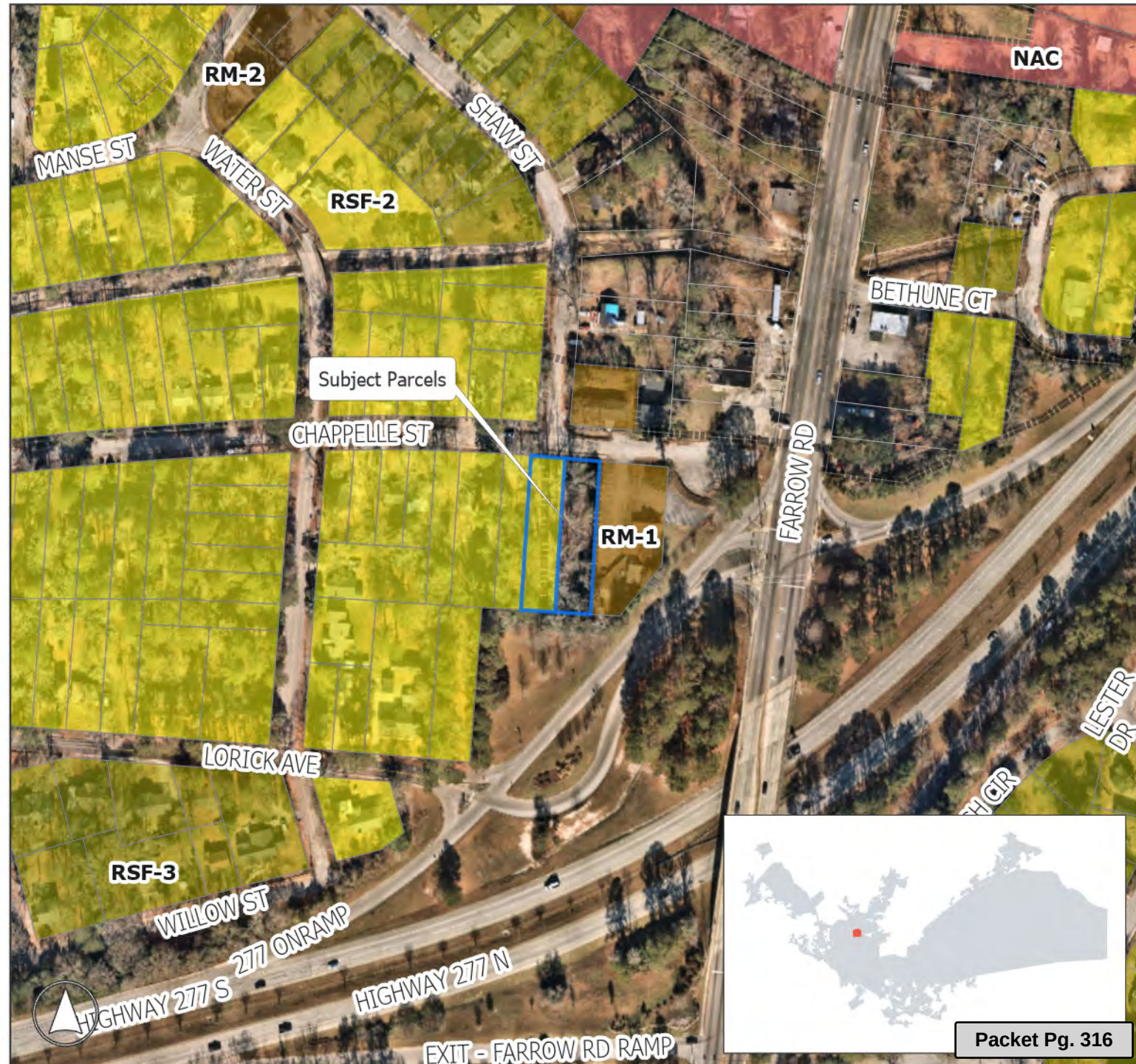
Zoning

2430 Chappelle Street & 2428 Chappelle Street (portion); TMS# 11605-15-04 &
Current Richland County Zoning: Residential 5 (R5)
Proposed City Zoning: Residential Single Family Medium Lot (RSF-2)

18.b

Legend

- NAC: Neighborhood Center/Corridor
- RSF-3: Residential Single Family - Small Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RM-2: Residential Mixed
- RM-1: Residential Mixed
- Parcels
- City Limits



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Planning & Development
Services Department

Created by: sw Hudson Date: 11/6/2025

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Current Future Land Use Classification

MIXED RESIDENTIAL

Land Use and Character

Areas include much of the urban and suburban developed areas in the County as well as edge areas adjacent to other jurisdictions in the County. These are densely developed urban and suburban areas, or opportunities for dense suburban development. Mixed residential areas include the full range of uses supportive of neighborhood, community, and regional commercial and employment needs. Residential single-family, multi-family, office and institutional, general and neighborhood commercial, and recreational uses are appropriate for this area. Some light industrial uses are also found today in these areas, but additional industrial development with significant community impacts (i.e., noise, exhaust, odor, heavy truck traffic) is discouraged, unless the area is identified specifically for these uses. Schools, churches, parks, and other institutional uses help support the full service nature of Mixed Residential areas. **See Appendix B for more detailed guidance for this category.**



Desired Development Pattern

Developments should reinforce the guiding principle of making neighborhoods and communities in Richland County more livable. Mixed Residential areas should provide a mix of housing opportunities within individual developments, preferably organized around a neighborhood center or public space. To the extent possible, commercial and office development should be located in Activity Centers and in Mixed Use Corridors. High density residential uses should be located proximate to or incorporated within Activity Centers, increasing existing and future opportunities for transit service to these locations. Grid and modified grid development patterns are preferred over curvilinear and cul-de-sac designs to support connectivity.



Transportation

Upgrades to roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. New neighborhoods should include the full range of transportation options, including recreational sidewalks, trails and greenways, as possible.

Recommended Land Uses

Primary, Secondary, and Tertiary Land Uses: See Appendix B for the map and Handbook that identify recommended Development Types and Primary, Secondary, and Tertiary Uses that are encouraged for these areas.

Policy Guidance

1. See Appendix B for the map that identifies the recommended Development Types for Mixed Residential areas, and references specific design guidance for each Development Type.

Relevant Plans

Broad River Neighborhood Master Plan, Broad River Corridor and Community Master Plan, Lower Richland Community Strategic Master Plan, Trenholm Acres/Newcastle Master Plan, Arcadia Lakes Comprehensive Plan, Blythewood Comprehensive Plan, Cayce Comprehensive Plan, Columbia Comprehensive Plan, Forest Acres Comprehensive Plan

Priority Investment Areas

1 I-26 Broad River Road interchange (south), Portion of #5 I-20 Fairfield Interchange, Most of #9 Decker Boulevard and Two Notch Road, Portion of #10 I-77 Bluff Road Interchange (Bluff Road Exit)

Areas of Common Interest

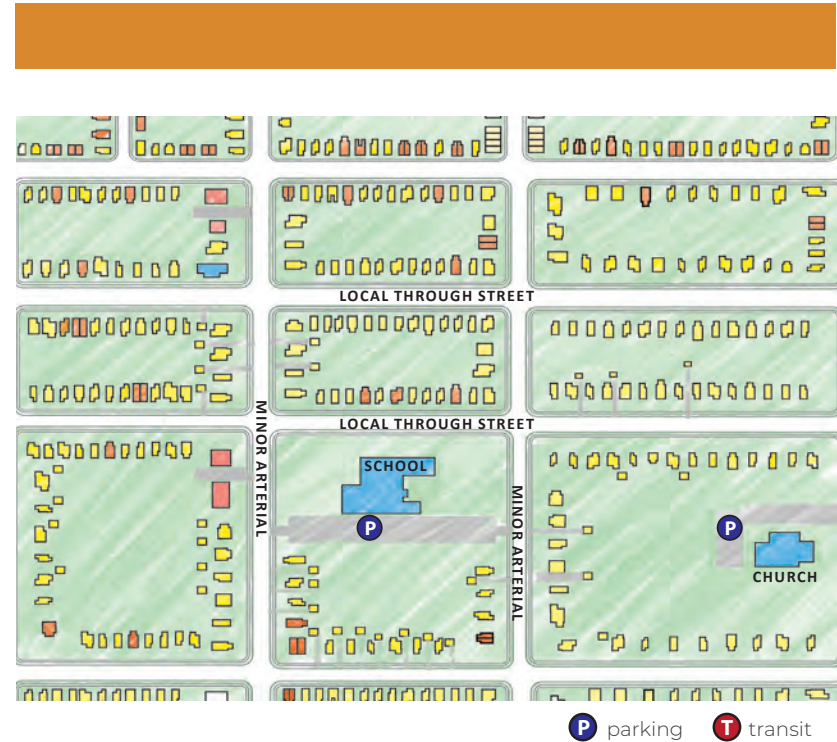
Proposed projects in the Northwest, North Central, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Proposed Future Land Use Classification

Development Types

URBAN CORE RESIDENTIAL SMALL LOT (UCR-1)

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950 and many continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.



UCR-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

- Single-family Attached
- Two-family
- Three-family

TERTIARY TYPES

- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UCR-I DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight; they include sidewalks and tree lawns, preferably lining both sides of the street. Local streets may be narrower than the principal and minor arterial roads.
- Transit may be found along principal and minor arterials or in adjacent activity corridors or centers.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban center. Alleyways are not common but can be used in redevelopment or infill to increase accessibility.
- The subdivision of blocks is regular and results in equally sized lots that average less than 8,700 square feet. Multiple smaller lots are consolidated to accommodate larger buildings like schools. Deeper lots may be 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.
- Individual lots may have only one narrow side yard and have a zero lot line setback from front or side property lines, however buildings set in the center of the lot are also common.
- Housing is primarily single family residential, and most buildings are of a similar size, height, and style within a block. Building sizes vary, but most are one to two stories in height with less than 2,000 square feet of livable space per unit.
- Some lots have dedicated parking areas - in driveways, or detached garages located in the interior of the block. On-street parking is also common.



- Open spaces for community gardens or informal passive neighborhood and community scale parks are important open space elements in a more densely developed neighborhood.
- Architecture is vernacular and detailing is human scale with frequent windows, front entrances, porches, stoops, and/or balconies. Neighborhoods display era-specific architectural styles which should be used as a reference for scale and massing for any infill buildings.

Proposed Zoning District



RSF-2: Residential Single Family – Medium Lot District

Purpose

The purpose of the Residential Single-Family - Medium Lot (RSF-2) District is to provide lands that accommodate primarily single-family detached dwellings at moderate densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	8,500
Lot Width, min. (ft.)	60
Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	40
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	20
Side Yard Setback, min. (ft.)	5
Rear Yard Setback, min. (ft.)	10
Building Height, max. (ft.)	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Cemetery ²
Cottage Neighborhood Development	Park or greenway ¹
Dwelling, single-family detached	Utility facility, major ²
Community recreation center	Utility facility, minor
Cultural facility ²	Community garden ¹
Day care facility ²	Crop production and processing ²
Library	
Place of worship ²	
Public safety facility	
Elementary, middle, or high school ²	
Arboretum or botanical garden ²	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.



MEETING DATE: January 6, 2026

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP
AMENDMENT, AND ZONING MAP AMENDMENT for
5603, 5607, and 5615 Old Forest Drive, TMS#
16711-05-13 and 16711-05-14

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-094 - Annexing 5603, 5607, and 5615 Old Forest Drive, Richland County TMS # 16711-05-13 and 16711-05-14 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 4

Proposal: Request to annex the property, assign the land use classification of Urban Edge Regional Activity Center (UEAC-2) and assign zoning of General Commercial District (GC) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned General Commercial (GC) by Richland County.

Applicant: Dorothy S. Hendrix / Old Forest Storage Partners LLC

Staff Recommendation: Approval

PC Recommendation: 10/09/2025; Approval (7-0)

First reading approval was given on December 16, 2025.

ATTACHMENTS:

- **#a:** 2025-094- Annex and Incorporate 5603 5607 5615 Old Forest Drive (PDF)
- **#b:** ANNEX-2025-0019_OldForest_ZPH Packet (PDF)

Action Item (ID # 10551)

Meeting of January 6, 2026

HISTORY:

12/16/25

Columbia City Council APPROVED ON FIRST READING

ORDINANCE NO.: 2025-094

Annexing 5603, 5607, and 5615 Old Forest Drive, Richland County TMS # 16711-05-13 and 16711-05-14 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2025, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 5603, 5607, and 5615 Old Forest Drive, Richland County TMS # 16711-05-13 and 16711-05-14 containing 2.03 acres, further identified in

Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.

3. This property shall be apportioned to City Council District #4, Census Tract 113.07, and assigned a future land use classification of Urban Edge Regional Activity Center (UEAC-2) and zoning of General Commercial District (GC).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 16711-05-13 and 16711-05-14

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 Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2025-094**EXHIBIT "A"**
PROPERTY DESCRIPTION

All those certain pieces, parcels or lots of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 2.03 acres, more or less, and shown and designated as block 05, lots 13 and 14 on Richland County Tax Map 16711. Said parcels having such boundaries and measurements as are shown on said tax map.

LEGAL DEPARTMENT DRAFT



CITY COUNCIL

November 18, 2025 at 4:00 P.M.

City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

5603, 5607, and 5615 Old Forest Drive, TMS# 16711-05-13 and 16711-05-14

Council District: 4

Proposal: Request to annex the property, assign the land use classification of Urban Edge Regional Activity Center (UEAC-2) and assign zoning of General Commercial District (GC) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned General Commercial (GC) by Richland County.

Applicant: Dorothy S. Hendrix / Old Forest Storage Partners LLC

Staff Recommendation: Approval

PC Recommendation: 10/09/2025; Approval (7-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 2.03 acres

Current Use: Commercial

Proposed Use: Commercial

Reason for Annexation: Municipal Services – New Development

Urban Service Area: Donut Hole - Secondary

Current County Land Use Classification: Mixed Residential (High Density)

Proposed City Land Use Classification: Urban Edge Regional Activity Center (UEAC-2)

Current County Zoning: General Commercial (GC)

Proposed City Zoning: General Commercial District (GC)

Census Tract: 113.07

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a “Donut Hole - Secondary” in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City's long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes - in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Donut Holes - Secondary

Donut Holes - Secondary are the donut holes where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation at this time. For example, it may be that the storm drainage and/or road system is substandard or that the area is in an overburdened service area.

Annexation within an area classified as Donut Hole - Secondary should be considered, but an assessment of the impact on the City's revenue and ability to serve the property/area in question is needed. In areas lacking infrastructure or serviceability, the City should work towards improving these conditions in collaboration with the communities, the County, and other organizations if possible.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Edge Regional Activity Center (UEAC-2). The property is currently classified as Mixed Residential (High Density) by Richland County.

Refer to the attached land use classification descriptions for existing Richland County and proposed City of Columbia land use classifications.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, area, community, or corridor plan recently adopted by the City of Columbia or Richland County.

ZONING

The property is currently zoned General Commercial (GC) by Richland County. Adjacent parcels within the City of Columbia contain a mixture of commercial uses and are zoned General Commercial District (GC) to the west and south.

Adjacent parcels in unincorporated Richland County to the north contain a residential subdivision and are currently zoned Residential 4 (R4), and the parcel to the east is currently zoned Residential 6 (R6) and occupied by the County owned Columbia-Richland Fire Station #33.

The proposed City of Columbia zoning is General Commercial District (GC).

Refer to the attached zoning district descriptions for more information on the proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends the assignment of the future land use classification of Urban Edge Regional Activity Center (UEAC-2) and recommends assigning the zoning of General Commercial District (GC) at the time of annexation.



Future Land Use

5603, 5607, and 5615 Old Forest Drive; TMS# 16711-05-13 and -14
 Current Richland County Future Land Use: Mixed Residential (High Density)
 Proposed City Future Land Use: Urban Edge Regional Activity Center (UEAC-2)

19.b

Legend

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Planning & Development
 Services Department

Created by: sw Hudson Date: 10/2/2025

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Zoning

5603, 5607, and 5615 Old Forest Drive; TMS# 16711-05-13 and -14
Current Richland County Zoning: GC
Proposed City Zoning: General Commercial (GC)

19.b

Legend

- GC: General Commercial District
- RM-2: Residential Mixed
- Parcels
- City Limits



0 100 200 Feet



Planning & Development
Services Department

Created by: swhudson Date: 10/2/2025

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1 I-26 Broad River Road interchange (south), Portion of #5 I-20 Fairfield Interchange, Most of #9 Decker Boulevard and Two Notch Road, Portion of #10 I-77 Bluff Road Interchange (Bluff Road Exit)

Areas of Common Interest

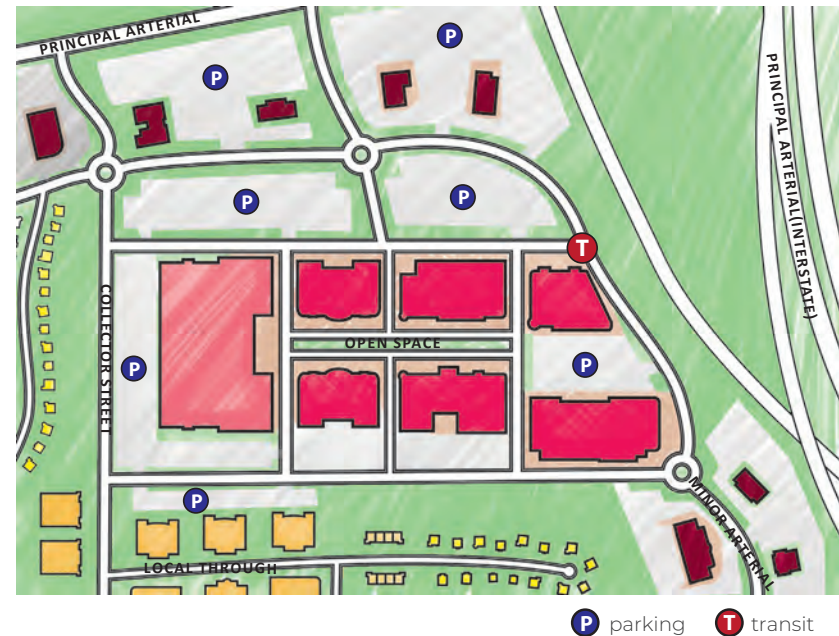
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Proposed Future Land Use Classification

Development Types

URBAN EDGE REGIONAL ACTIVITY CENTER (UEAC-2)

Urban Edge Regional Activity Centers are large to extra-large scale, mixed-use activity centers with region-serving commercial uses and a medium to high intensity residential component, typically with a significant open space element. They provide a daily retail and service destination for a portion of the City, typically within up to a 20-mile radius or drive distance. These activity centers are found in the outer areas of the City (frequently near highway interchanges) and are subdivided from large undeveloped tracts or as redevelopment of larger commercial sites. They are typically found at major intersections of major corridors and may occupy all quadrants of the intersection.



P parking T transit

UEAC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small to Extra Large (incl. High-rise)

SECONDARY TYPES

- Multi-family Small to High-rise
- Civic/Institutional Small to Large
- Parking Structures

TERTIARY TYPES

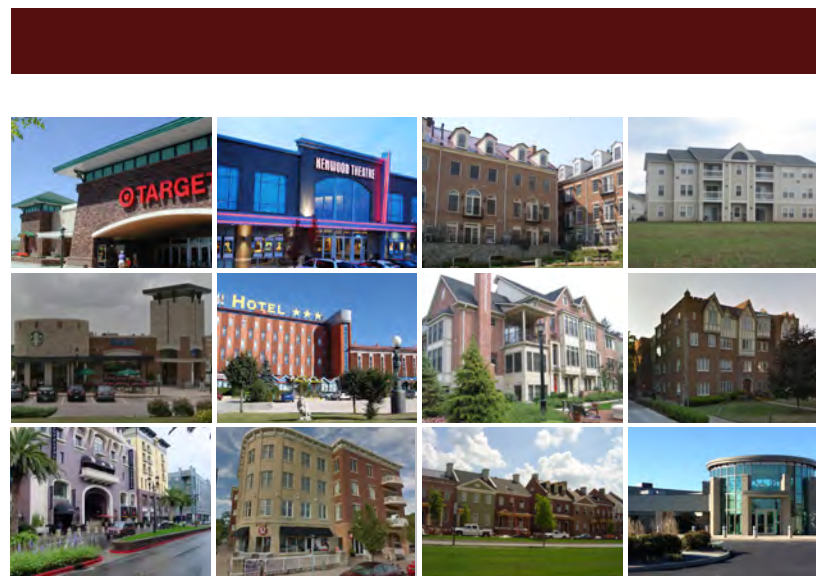
- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

See matrix for appropriate park/open space types.

Development Types

UEAC-2 DEVELOPMENT PATTERN/CONTEXT

- Internal street networks may be laid out in a grid to create various block sizes and shapes, but typically do not continue the urban street grid. Ingress and egress to the primary road network may be managed by collector drives. Wide sidewalks on both sides of the street are common.
- Blocks vary in size based on tenant mix; subdivision beyond blocks may be non-existent.
- Buildings may be street-oriented or face a parking lot within a development. Buildings often have a larger footprint and are stand-alone single-use structures or are organized in a shopping center configuration.
- Buildings range from small to extra large scale footprint and are typically between one to six stories.
- Design of centers is auto-oriented, but should fully accommodate pedestrians and cyclists as well as automobiles, with sidewalks or other pedestrian connections established between developments.
- Transit facilities should be located near or within these activity centers.
- Depending on the density of uses within a Regional Activity Center, parking for businesses should be accommodated in inner block surface parking or in parking structures and on-street parking. Parking for residential uses should be accommodated in attached parking structures, inner block surface lots, on streets, and in individual rear-loaded garages.
- Regional Activity Centers typically contain multiple developments along an arterial or collector road, and surrounding areas may transition into Community or Regional Activity Corridors. Developments will range in size and intensity.



- Plazas, street trees and plantings, greens, neighborhood parks, and outdoor event venues can provide open spaces and outdoor recreation opportunities in Regional Activity Centers. Bike racks, benches, and other pedestrian and cycling amenities are found along sidewalks and in open spaces.
- Open spaces for buffering from adjacent development may be used; however transitions in building scale, use, and orientation, as well as street connectivity, are all preferred methods of connecting developments of different types rather than buffering them from one another.

Proposed Zoning District



GC: General Commercial District

Purpose

The purpose of the General Commercial (GC) District is to provide lands that accommodate a broad range of nonresidential uses characterized primarily by retail, office, and service establishments. Development is primarily auto-oriented, serving isolated commercial areas outside of the activity centers.

Allowed uses include personal services, retail sales, recreation/entertainment, commercial services, eating and drinking establishments, visitor accommodation, and vehicle sales and services.

Intensity and Dimensional Standards

(1) Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	N/A
Lot Width, min. (ft.)	N/A
Lot Coverage, max. (% of site area)	N/A
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	20
Side Yard Setback, min. (ft.)	N/A
Rear Yard Setback, min. (ft.)	10
Building Height, max. (ft.)	75

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Community recreation center ²	Elementary, middle, or high school
Dwelling, mixed-use ²	Cultural facility	School, business or trade
Dwelling, multifamily ²	Day care facility ¹	Hospital
Dwelling, single-family detached ²	Government office	Laboratory, medical or dental
Dwelling, two-family ²	Library	Medical or dental clinic/office
Continuing care retirement community (CCRC) ¹	Membership organization facility	Nursing care facility
Residential care facility ²	Place of worship ¹	Arboretum or botanical garden
Broadcasting studio	Public safety facility	Cemetery
Newspaper or periodical publishing establishment	Social services facility	Park or greenway ¹
	College or university	Park and ride

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

GC: GENERAL COMMERCIAL

Parking lot ¹	Non-depository personal credit institution ¹	Hotel or motel
Parking structure ²		Community garden ²
Passenger terminal, surface transportation	Repair of personal goods	Crop production and processing
	Car wash	Warehouse distribution and storage ²
Utility facility, major ²	Amusement park	
Utility facility, minor	Arena, stadium, or outdoor theater	Wholesale sales, not elsewhere listed ²
Animal shelter ²	Banquet hall	
Kennel ¹	Performing arts center	Manufacturing, assembly, or fabrication, light
Veterinary hospital or clinic ¹	Recreation facility, indoor, not elsewhere listed	
Equipment rental		
Laboratory, testing or research	Recreation facility, outdoor, not elsewhere listed	
Lawn, tree, or pest control services	Building supplies and equipment store ²	
Linen or uniform supply		
Self-service storage ¹	Consumer goods store	
Eating establishment only ¹	Convenience store ²	
Eating and drinking establishment, Type 1 ¹	Smoke or Vape Shop ¹	
	Farmers' market	
Eating and drinking establishment, Type 2 ²	Fuel sales (bulk) ²	
Funeral home or mortuary	Grocery store or food market ¹	
Business/Professional office	Liquor store ²	
Contractor's office	Pawn shop ²	
Bank, retail	Commercial vehicle sales and rentals ¹	
Beauty salon or barbershop	Gasoline sales and service station ¹	
Body piercing or tattoo establishment ¹	Personal vehicle repair and maintenance ¹	
Dry cleaning pick-up ¹	Personal vehicle sales and rentals ¹	
Laundry, coin-operated	Vehicle equipment supplies sales and rentals	
Nail salon		
	Bed and breakfast ¹	

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MEETING DATE: January 6, 2026

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **AMENDMENT TO THE UNIFIED DEVELOPMENT
ORDINANCE to Reconfigure Design Development
Review Commission**

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-096 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Article 2: Administration Sec. 17-2.3 Advisory and Decision-Making Bodies and Persons (e.) Design Development Review Commission, Section 17-2.5 Application-Specific Review Procedures and Decision Standards, Article 3: Zoning Districts, Sec. 17-3.7 Overlay Districts, Article 5: Development Standards, Sec. 17-5.10 Signs, Article 9: Definitions and Rules of Measurement, Sec. 17-9.4 Definitions as related to the reconfiguration of the Design Development Review Commission (DDRC)

Proposal: Amend the Unified Development Ordinance, Chapter 17- Article 2: Administration, Sec. 17-2.3 Advisory and Decision-Making Bodies and Persons (e.) Design Development Review Commission; Section 17-2.5 Application-Specific Review Procedures and Decision Standards, Article 3: Zoning Districts, Sec. 17-3.7 Overlay Districts; Article 5: Development Standards, Sec. 17-5.10 Signs; Article 9: Definitions and Rules of Measurement, Sec. 17-9.4 Definitions as related to the reconfiguration of the Design Development Review Commission (DDRC).

Applicant: Andrew Livengood, Zoning Administrator

Staff Recommendation: Staff Sponsored

PC Recommendation: 10/09/2025; Approval (7-0)

Endorsed by the Administrative Policy Committee on October 28, 2025.

First reading approval was given on December 16, 2025.

ATTACHMENTS:

- **#a:** 2025-096 - TA-2025-0015_DDRCSplit_PC v2 (PDF)
- **#b:** TA-2025-0015_DDRCSplit_ZPH (PDF)

HISTORY:**12/16/25****Columbia City Council APPROVED ON FIRST READING**

ORDINANCE NO.: 2025-096

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Article 2: Administration Sec. 17-2.3 Advisory and Decision-Making Bodies and Persons (e.) Design Development Review Commission, Section 17-2.5 Application-Specific Review Procedures and Decision Standards, Article 3: Zoning Districts, Sec.17-3.7 Overlay Districts, Article 5: Development Standards, Sec.17-5.10 Signs, Article 9: Definitions and Rules of Measurement, Sec. 17-9.4 Definitions as related to the reconfiguration of the Design Development Review Commission (DDRC)

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2025, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Article 2: Administration Sec. 17-2.3 Advisory and Decision-Making Bodies and Persons (e.) Design Development Review Commission, Section 17-2.5 Application-Specific Review Procedures and Decision Standards, Article 3: Zoning Districts, Sec.17-3.7 Overlay Districts, Article 5: Development Standards, Sec.17-5.10 Signs, Article 9: Definitions and Rules of Measurement, Sec. 17-9.4 Definitions as related to the reconfiguration of the Design Development Review Commission (DDRC) is amended to read as follows:

LEGAL DEPARTMENT DRAFT

Article 2: Administration**Sec. 17-2.2. Summary Table of Development Review Responsibilities****(d) Approved Applications**

TABLE 17-2.2: SUMMARY OF DEVELOPMENT REVIEW RESPONSIBILITIES									
D = DECISION R = RECOMMENDATION A = APPEAL <D> = PUBLIC HEARING									
APPLICATION TYPE	CITY COUNCIL	PLANNING COMMISSION	BOARD OF ZONING APPEALS	BOARD OF ZONING APPEALS – FORM-	DESIGN DEVELOPMENT REVIEW COMMISSION	ZONING ADMINISTRATOR	LAND DEVELOPMENT	CITY ENGINEER	SITE PLAN REVIEW TEAM
DISCRETIONARY APPROVALS									
Text Amendment	<D>	R				R			
Zoning Map Amendment	<D>	R			R[1]	R			
Planned Development	<D>	R				R			
Special Exception Permit			<D>						
Development Agreement	<D>	<R>							
HISTORIC PROPERTIES AND ARCHITECTURAL REVIEW									
Certificate of Design Approval – Historic Districts and Landmarks									
Minor					<A>	D			
Major					<D>	R			
Certificate of Design Approval – Design Districts									
Minor					<A>	D			
Major					<D>	R			
Bailey Bill					<D>				
LAND DEVELOPMENT									
Site Plan									
Minor		A					D		R
Major		D							R
Subdivision									
Minor Subdivision – Final Plat		A					D		
Major Subdivision									
Sketch Plan		A					D		
Preliminary Plat		D					R		R
Final Plat		A						D	
Street or Road Name Change		<D>					R		
PERMITS									
Conditional Use Permit			<A>			D			
Tree Removal Permit			<A>			D			
Forestry Permit			<A>			D			
Sign Permit			<A>			D			
Temporary Use Permit			<A>			D			
Zoning Permit			<A>			D			

Article 2: Administration**Sec. 17-2.3. Advisory and Decision-Making Bodies and Persons****(a) City Council****TABLE 17-2.2: SUMMARY OF DEVELOPMENT REVIEW RESPONSIBILITIES****D=DECISION R=RECOMMENDATION A=APPEAL <D>=PUBLIC HEARING**

APPLICATION TYPE	CITY COUNCIL	PLANNING COMMISSION	BOARD OF ZONING APPEALS	BOARD OF ZONING APPEALS – FORM-APPEALS	DESIGN DEVELOPMENT REVIEW COMMISSION	ZONING ADMINISTRATOR	LAND DEVELOPMENT	CITY ENGINEER	SITE PLAN REVIEW TEAM
RELIEF									
Administrative Adjustment			<A>			D			
Variance – Zoning			<D>	<D>[2]					
Variance – Land Development (Subdivision and Site Plan)		<D>							
Appeal – Zoning			<A>	<A>[3]					
Appeal – Land Development (Subdivision and Site Plan)		A							
INTERPRETATIONS									
Interpretation – Zoning			<A>	<A>[3]		D			
Interpretation – Land Development (Subdivision and Site Plan)		<A>					D		
NOTES:									
[1] Review and recommendation by the Design Development Review Commission is required only for a Zoning Map Amendment application that involves a Historic Districts and Landmarks Designation or a Design District Designation.									
[2] The Board of Zoning Appeals – Form-based Codes, hears and makes decisions on applications for Variance – Zoning from requirements specific to an adopted Form-based Code, such as the Bull Street PUD.									
[3] The Board of Zoning Appeals – Form-based Codes, hears and decides appeals from decisions of the Zoning Administrator in administering, enforcing, or interpreting provisions of this Ordinance specific to an adopted Form-based Code, such as the Bull Street PUD.									

Sec. 17-2.3 Advisory and Decision-Making Bodies and Persons

(a) City Council

To exercise its authority in accordance with State law, the City Council shall have the following powers and duties under this Ordinance:

- a. To review and decide the following:
 1. Text Amendments (Sec. 17-2.5(b));
 2. Zoning Map Amendments (including Historic Districts and Landmarks Designations and Design Districts Designations) (Sec. 17-2.5(c));

Article 2: Administration

Sec. 17-2.3. Advisory and Decision-Making Bodies and Persons

(e) Design Development Review Commission

5. The Chair, or, in the Chair's absence, the acting Chair, may administer oaths and compel the attendance of witnesses by subpoena.
6. The Board of Zoning Appeals—Form-based Codes shall keep minutes of its proceedings in accordance with State law, showing, for each question, the vote of each member and any member that is absent or fails to vote. The Board shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the Zoning Administrator and shall be a public record.

(f) **Design Development Review Commission**

A Two boards of architectural review, both of which which shall be under the umbrella known as the Columbia Design and Development **Design** Review Commission (abbreviated "~~DDRC~~**DRC**" in this Ordinance), is established in accordance with State law under this Ordinance. "**HP/DRC**" refers to the Board established for matters involving Historic Districts and Landmarks, and "**U/DRC**" refers to the Board established for matters involving Urban Design Districts. Where only "**DRC**" (or "~~DDRC~~" as it has previously been known) is referenced, the provision will apply to both boards.

(1) Powers and Duties

The ~~DDRC~~**DRC** shall have the following powers and duties under this Ordinance:

- a. To review and make recommendations to the City Council on the following:
 1. Zoning Map Amendments involving Historic Districts and Landmarks Designations or Design Districts Designations (Sec. 17-2.5(c));
- b. To review and decide applications for the following:
 1. **HP/DRC** Major Certificates of Design Approval – Historic Districts and Landmarks (Sec. 17-2.5(g)(5)) and
 2. **U/DRC** Major Certificates of Design Approval – Design District (Sec. 17- 2.5(h)(5)).
- c. To hear and decide appeals from decisions of the Zoning Administrator on the following:
 1. **HP/DRC** Minor Certificates of Design Approval – Historic Districts and Landmarks (Sec. 17-2.5(g)(4)) and
 2. **U/DRC** Minor Certificates of Design Approval – Design District (Sec. 17- 2.5(h)(4)).
- d. Plan and direct continuing studies of areas, physical features and improvements in the City relating to urban design, historic preservation, beautification, civic improvement and other considerations in furtherance of this Ordinance. In doing so, the ~~DDRC~~**DRC** shall properly coordinate such plans and studies with the various departments and agencies of the City.

Article 2: Administration

Sec. 17-2.3. Advisory and Decision-Making Bodies and Persons (e) Design Development Review Commission

- e. Engage in educational activities related to promoting appropriate urban design, historic preservation, and the conservation of historic or aesthetic features of the City.
- f. Advise and assist the City Council, at the Council's request, to further the purposes of this Ordinance.

(2) Membership and Terms

a. Number, Appointment, and Qualifications

1. The ~~HP/DDRC~~DRC shall consist of ~~nine~~ seven members, ~~and the U/DRC shall consist of five members, all~~ appointed by the City Council. No member shall hold any other public office or position in the City or County.

(i) Of the members appointed to the ~~HP/DDRC~~DRC, at least one shall be an architect registered in the State, ~~at least one shall be a lawyer admitted to practice before the South Carolina Supreme Court,~~ at least one shall be an individual with demonstrated preservation experience, at least one shall be a contractor or crafts person with hands-on experience working on historic structures, experienced as a city planner, at least one shall be a real estate developer or licensed real estate broker, one shall be an architect with historic preservation experience, and the remainder, if any, shall be persons who, by reason of other experience or education, shall be qualified for service on the ~~DDRC~~DRC.

~~(i)~~(ii) Of the members appointed to the U/DRC, at least one member shall be an architect registered in the State of SC, at least one shall be an urban planner, at least one shall be a landscape architect or urban design professional, and at least one shall be a real estate developer or licensed real estate broker.

b. Terms

Members shall be appointed for three-year terms. Members may continue to serve until their successors are appointed.

c. Current Members

Members of the ~~HP/DDRC~~DRC and the U/DRC on January 1, 2026 who have been appointed to continue serving from the 2025 DDRC ~~on August 30, 2021~~ shall continue to serve at the pleasure of the City Council until their respective terms expire according to the rules in place when they were appointed, unless they are removed in accordance with subsection d below.

d. Removal

The City Council may remove a member of the ~~DDRC~~DRC for cause, after written notice and a public hearing. Cause may include, but is not limited to, nonattendance at meetings.

Article 2: Administration

Sec. 17-2.3. Advisory and Decision-Making Bodies and Persons

(g) Zoning Administrator

e. Vacancies

Vacancies, for whatever reason, shall be filled by the City Council for the balance of an unexpired term.

(3) Officers, Rules of Proceeding, and Meetings

a. Officers

1. The ~~DDRC~~DRC shall elect one of its members Chair and another Vice-Chair, each for a term of one year.

b. Rules of Proceeding

The ~~DDRC~~DRC shall adopt rules for the conduct of business.

c. Meetings

1. Meetings of the ~~DDRC~~DRC shall be held at the call of the Chair and at such other times as the ~~DDRC~~DRC may determine.
2. Public notice of meetings of the ~~DDRC~~DRC shall be provided in accordance with State law and this Ordinance.
3. A majority of Four members of the ~~DDRC~~DRC shall constitute a quorum for the conduct of business.
4. The Chair shall preside over all ~~DDRC~~DRC meetings. The Vice-Chair shall serve as acting chair and preside over ~~DDRC~~DRC meetings in the absence of the Chair. If both the Chair and Vice-Chair are absent, the ~~DDRC~~DRC shall vote to determine who shall serve as acting Chair for the meeting.
5. The Chair or, in the Chair's absence, the acting Chair, may administer oaths and compel the attendance of witnesses by subpoena.
6. The ~~DDRC~~DRC shall keep minutes of its proceedings in accordance with State law, showing the vote of each member upon each question, or if absent or failing to vote, indicating that fact. The ~~DDRC~~DRC shall keep records of its examinations and other official actions, all of which shall be filed within a reasonable time in the office of the Zoning Administrator. The records of the ~~DDRC~~DRC shall be a public record.

(f) Zoning Administrator

The Zoning Administrator, abbreviated as "ZA" in this Ordinance, is designated by the City Manager to administer and enforce all provisions of this Ordinance, except Article 6: Land Development (Subdivision) Standards. The Zoning Administrator may delegate any administrative, decision, or review authority under this Ordinance to any professional-level City staff. Any such delegation shall be specified in the Procedures Manual.

(1) Powers and Duties

The Zoning Administrator shall have the following powers and duties under this Ordinance:

Article 2: Administration**Sec. 17-2.4. Standard Review Procedures****(h) Decision-Making Body Hearing, Review, and Decision**

Conditions of approval must relate in both type and extent to the anticipated impacts of the proposed development.

(h) Decision-Making Body Hearing, Review, and Decision

If an application is subject a final decision by the City Council, the Planning Commission, the Board of Zoning Appeals, the Board of Zoning Appeals – Form-based Codes, or the Design Development Review Board **Commission** in accordance with Sec. 17-2.2, Summary Table of Development Review Responsibilities, such decision-making body shall review and make a final decision on the application in accordance with the requirements in this subsection.

(1) General

The decision-making body shall hold any required public hearing on the application in accordance with Sec. 17-2.2, Summary Table of Development Review Responsibilities. At the hearing, the decision-making body shall consider the application, relevant support materials, staff report, any advisory body recommendations, and any public comments. It shall then make one of the decisions authorized for the particular type of application, based on the review standards applicable to the application type, as set forth in Sec. 17-2.5, Application-Specific Review Procedures and Decision Standards.

a. Statement of Basis

The decision-making body shall clearly state the basis or rationale for the decision.

b. Timing

The decision-making body shall take action as promptly as reasonably possible in consideration of the interests of the applicant, affected parties, and citizens of the City.

(2) Remand

Before making its decision, the decision-making body may remand the application to the advisory body or to the ZA or LDA, as applicable, for further consideration of any issue.

(3) Conditions of Approval

If permitted for the particular type of application in accordance with Sec. 17-2.5, Application-Specific Review Procedures and Decision Standards, approval of an application may be with conditions. Conditions of approval must relate in both type and extent to the anticipated impacts of the proposed development.

(4) Effect of Approval

Approval of a development application in accordance with this Ordinance authorizes only the particular use, plan, or other specific activity approved, and not any other development requiring separate application and approval. In the event that one development approval or permit is a prerequisite to another development approval or permit (e.g., variance approval prior to a site plan

Article 2: Administration**Sec. 17-2.4. Standard Review Procedures****(i) Notification to Applicant of Decision**

approval), development may not take place until all required approvals or permits are obtained. Approval of one development application does not necessarily guarantee approval of any subsequent development application.

(5) Lapse of Approval

- a. Development approvals and permits shall expire as provided in Sec. 17-2.5, Application-Specific Review Procedures and Decision Standards, for each type of development approval or permit. If no expiration period is provided for the specific type of development approval or permit, and if no expiration period is imposed as part of the approval by the decision-making body or person, the development approval or permit shall expire if a Zoning Permit authorizing the approved development is not obtained within two years.
- b. Subsection a above shall not apply where a vested right has been established in accordance with Sec. 17-1.9, Vested Rights.
- c. A change in ownership of the land that is the subject of a development approval or permit shall not affect the established expiration time period for the development approval or permit.

(i) Notification to Applicant of Decision

Within a reasonable period of time after a final decision on a development application, the ZA or LDA, whichever received the application, shall notify the applicant of the decision in writing in accordance with the requirements of State law and shall make a copy of the decision available to the public at either the ZA's office or LDA's office, as applicable, during normal business hours.

(j) Appeal

- (1) An appeal from a final decision by the City Council, the Planning Commission, the Board of Zoning Appeals, the Board of Zoning Appeals – Form-based Codes, or the Design Development Review Board ~~Commission~~ shall be to a court of competent jurisdiction in accordance with requirements of State law.
- (2) Unless otherwise provided in Sec. 17-2.5, Application-Specific Review Procedures and Decision Standards, an appeal from an order, requirement, decision, or determination made by the ZA in the review of a development application or the enforcement of this Ordinance shall be in accordance with Sec. 17-2.5(u), Appeal – Zoning.
- (3) Unless otherwise provided in Sec. 17-2.5, Application-Specific Review Procedures and Decision Standards, any appeal from an order, requirement, decision, or determination made by the LDA in the review of a development application shall be in accordance with Sec. 17-2.5(v), Appeal – Land Development (Subdivision).

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(c) Zoning Map Amendment**

- (v) The ZA in accordance with a motion adopted by the City Council or the Planning Commission; or
 - (vi) The owner of the property that is the subject of the application or an authorized agent of the owner.
- 2. The property that is the subject of the application must have a minimum land area of at least two acres or must be extending an existing district boundary
- c. Determination of Application Completeness**
Required (see Sec. 17-2.4(d), Determination of Application Completeness).
- d. Staff Review and Action**
Required (see Sec. 17-2.4(e), Staff Review and Action).
- e. Scheduling of Public Hearing and Public Notification**
Required (see Sec. 17-2.4(f), Scheduling of Public Hearing and Public Notification).
- f. Advisory Body Review and Recommendation**
Required (see Sec. 17-2.4(g), Advisory Body Review and Recommendation).
 - 1. Within 30 days from the date that an application is referred to it, the Planning Commission shall submit its report and recommendation to the City Council. The recommendation of the Planning Commission shall be advisory only. If the Planning Commission does not submit its report within the prescribed time, the City Council may proceed to act on the proposed amendment without further awaiting the recommendations of the Planning Commission.
 - 2. The Planning Commission's recommendation shall address:
 - (i) Whether the application complies with Sec. 17-2.5(c)(4), Zoning Map Amendment Decision Standards;
 - (ii) The need and justification for the change;
 - (iii) The effect of the change, if any, on the property and on surrounding neighborhoods; and
 - (iv) The relationship of the proposed zoning map amendment to the purposes of the general planning program, with appropriate consideration as to whether the proposed change will further the purposes of this Ordinance and the Comprehensive Plan.
 - 3. If the proposed zoning map amendment involves the establishment or a change in the boundaries of a design district in which the standards and procedures in Sec. 17-2.5(h), Certificate of Design Approval – Design Districts, apply, the Design Development Review Commission U/DRC shall, prior to the Planning Commission's review of the proposed

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(c) Zoning Map Amendment**

amendment, if practicable, review the application and prepare a report that includes:

- (i) A recommendation for the design district boundary location; and
 - (ii) A recommendation for general standards for urban design control and other regulatory standards for the design district consistent with the purposes of this Ordinance.
4. If the proposed zoning map amendment involves the establishment or a change in the boundaries of the Historic Preservation Overlay district, the Design Development Review Commission **HP/DRC** shall, prior to the Planning Commission's review of the proposed amendment, if practicable, review the application and prepare a report that includes:
- (i) A recommendation for the location of the overlay district boundary; and
 - (ii) A recommendation for general standards for urban design, historic preservation control, and other regulatory standards, consistent with the general purpose of the Historic Preservation Overlay and the differences in significance and purpose between landmarks, landmark districts, architectural conservation districts, historic commercial districts, and protection areas, as set forth in Sec. 17-3.7(i), OV-HP: Historic Preservation Overlay District

g. Decision-making Body Hearing, Review, and Decision

Required (see Sec. 17-2.4(h), Decision-Making Body Hearing, Review, and Decision).

1. The City Council shall review and make a decision on the application in accordance with Sec. 17-2.5(c)(4), Zoning Map Amendment Decision Standards, within 180 days after the public hearing on the application. If no action is taken by the City Council within 180 days after the public hearing, the proposed amendment shall be considered disapproved. The City Council's decision shall be one of the following:
 - (i) Adopt by ordinance the proposed zoning map amendment;
 - (ii) Adopt by ordinance a revised zoning map amendment, only if the revisions are first submitted to the Planning Commission for review and recommendation in accordance with State law; or
 - (iii) Deny the proposed zoning map amendment.
2. If the City Council's adoption of the zoning map amendment involves the establishment or a change in the boundaries of a design district in which the standards and procedures in Sec. 17-2.5(h), Certificate of Design Approval – Design Districts, apply, or the establishment or a change in the boundaries of the Historic Preservation Overlay district, any corresponding establishment or amendment of the standards and

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(c) Zoning Map Amendment**

design guidelines for the district that are recommended by the ~~DDRC~~**HP/DRC** shall be adopted by the City Council by ordinance, concurrently with the zoning map amendment, as an amendment to the text of this ordinance. Such amendment to the text of this Ordinance shall incorporate the standards and design guidelines in whole or by reference and may include other provisions determined by the City Council to be appropriate.

h. Notification to Applicant of Decision

Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).

i. Appeal

Optional (see Sec. 17-2.4(j), Appeal).

j. Designation on Official Zoning Map

If a zoning map amendment is adopted by the City Council, the ZA shall place the amendment on the Official Zoning Map within a reasonable period of time after its adoption.

(4) Zoning Map Amendment Decision Standards

The advisability of amending the Official Zoning Map is a matter committed to the legislative discretion of the City Council and is not controlled by any one factor. In determining whether to adopt or disapprove a proposed zoning map amendment, the City Council may consider many factors, including but not limited to whether, and the extent to which, the proposed amendment:

1. Is consistent with the goals and policies of the Comprehensive Plan and other applicable plans and planning documents adopted by the City;
2. Would allow a range of uses that are compatible with the uses allowed on other property in the immediate vicinity;
3. Is appropriate for the land;
4. Addresses a demonstrated community need;
5. Is consistent with the overall zoning program as expressed in future plans for the City;
6. Would avoid creating an inappropriately isolated zoning district unrelated to adjacent and surrounding zoning districts;
7. Would allow the subject property to be put to a reasonably viable economic use;
8. Would result in development that can be served by available, adequate, and suitable public facilities (e.g., streets, potable water, sewerage, stormwater management);
9. Would avoid creating significantly adverse impacts on the natural environment, including but not limited to water, air, noise, stormwater

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(g) Certificate of Design Approval – Historic Districts and Landmarks**

- (i) Repairs to individually designated landmarks which utilize large quantities of replacement material;
- (ii) Major alterations which alter the exterior appearance or materials of individually designated landmarks and contributing historic buildings in landmark districts, architectural conservation districts, historic commercial districts, and protection areas;
- (iii) New construction in the Historic Preservation Overlay district which is visible from the street;
- (iv) Signage for all individually designated landmarks;
- (v) Demolition of all contributing historic buildings and all individually designated landmarks, except that listed in subsection a above;
- (vi) Site improvements for individually designated landmarks;
- (vii) Relocation of contributing buildings and landmarks; and
- (viii) Development identified as requiring review by the ~~DDRC~~HP/DRC in the applicable adopted standards and guidelines.
- ~~(viii)~~(ix) Change to an approved design which substantially changes a feature or features reviewed and approved by the HP/DRC.

(4) Procedure for Minor Certificate of Design Approval – Historic Districts and Landmarks

Figure 17-2.5(g)(4) identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to applications for a Minor Certificate of

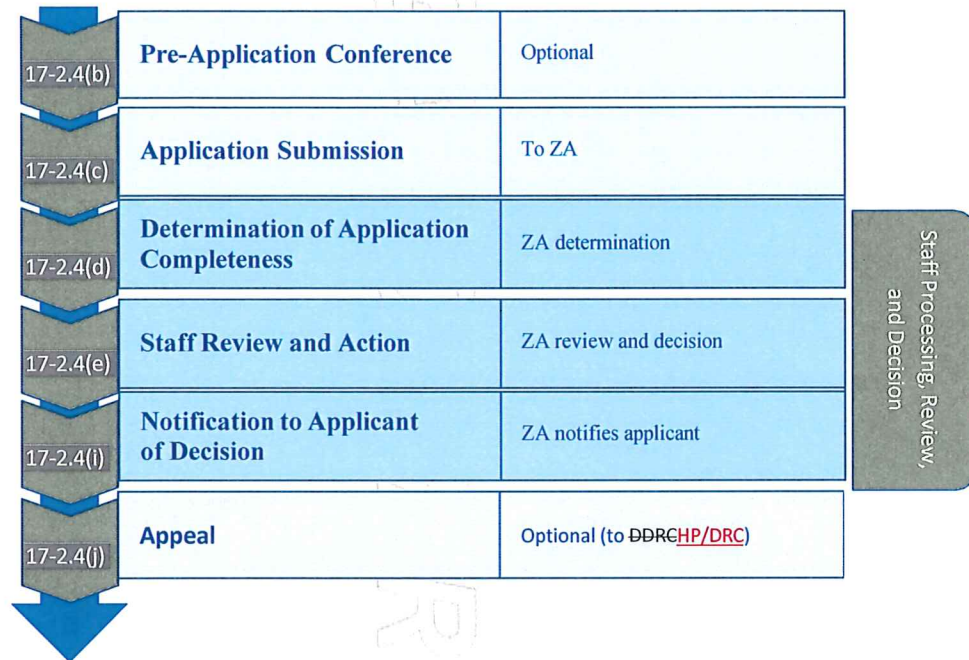
Article 2: Administration

Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards

(g) Certificate of Design Approval – Historic Districts and Landmarks

Design Approval – Historic Districts and Landmarks. Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(g)(4): Summary of Minor Certificate of Design Approval – Historic Districts and Landmarks Procedure



- a. **Pre-Application Conference**
Optional (see Sec. 17-2.4(b), Pre-Application Conference).
- b. **Application Submission**
Required (see Sec. 17-2.4(c), Application Submission).
- c. **Determination of Application Completeness**
Required (see Sec. 17-2.4(d), Determination of Application Completeness).
- d. **Staff Review and Action**
Required (see Sec. 17-2.4(e), Staff Review and Action). The ZA shall review and make a decision in whole or in part on the application in accordance with Sec. 17-2.5(g)(6), Decision Standards for Certificate of Design Approval – Historic Districts and Landmarks. The decision shall be one of the following:
 - (i) Approve the application as submitted;
 - (ii) Approve the application subject to conditions of approval; or
 - (iii) Deny the application.
- e. **Notification to Applicant of Decision**
Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(g) Certificate of Design Approval – Historic Districts and Landmarks****f. Appeal**

Optional (see Sec. 17-2.4(j), Appeal).

1. Appeal to ~~Design Development Review Commission~~ HP/DRC

Any appeal of the ZA's decision to approve, approve subject to conditions, or deny an application for a Certificate of Design Approval – Historic Districts and Landmarks or portion thereof shall be to the Design Development Review Commission (~~DDRC~~ HP/DRC).

2. Notice of Appeal

Within 30 days of receipt of notice of the ZA's decision, any party aggrieved by the decision may appeal the decision by submitting a notice of appeal to the ZA specifying the grounds of the appeal.

3. Transmittal of Record and Scheduling of Public Hearing

Upon receipt of the notice of appeal, the ZA shall forthwith transmit the notice of appeal and all papers constituting the record upon which the decision was made to the ~~DDRC~~ HP/DRC and schedule a public hearing in accordance with Sec. 17-2.4(f), Scheduling of Public Hearing and Public Notification.

4. Hearing and Decision

(i) The ~~DDRC~~ HP/DRC shall conduct a public hearing, review the application and all relevant materials and testimony, and make one of the following decisions within a reasonable time:

- (a) Affirm the decision being appealed (in whole or in part);
- (b) Modify the decision being appealed (in whole or in part);
- (c) Reverse the decision being appeals (in whole or in part); or
- (d) Remand the matter to the ZA if the ~~DDRC~~ HP/DRC determines that the record is insufficient for review.

(ii) The ~~DDRC~~ HP/DRC's final decision shall be in writing, with findings of fact and conclusions of law separately stated.

5. Rehearing on a Remanded Matter

If the ~~DDRC~~ HP/DRC remands the matter to the ZA, it must at the same time set a rehearing on the remanded matter without further public notice for a time certain within 60 days unless otherwise agreed to by the parties. The ~~DDRC~~ HP/DRC must maintain a list of persons who express an interest in being informed when the remanded matter is set for rehearing, and notice of the rehearing must be mailed to these persons prior to the rehearing. The ~~DDRC~~ HP/DRC's rehearing shall be in accordance with subsection 4 above.

Article 2: Administration

Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards

(g) Certificate of Design Approval – Historic Districts and Landmarks

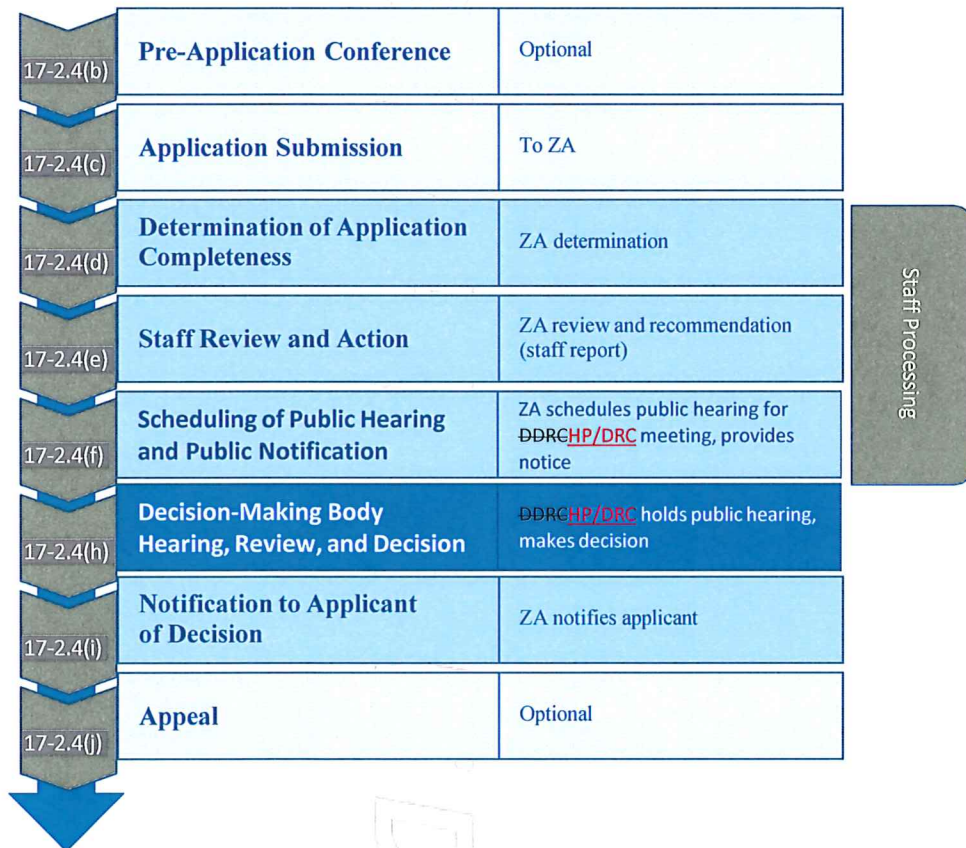
6. Further Appeal

Appeal from the ~~DDRC~~HP/DRC's decision on an appeal from the ZA's decision shall be to the County circuit court in accordance with S.C. Code § 6-29-900 et seq.

(5) Procedure for Major Certificate of Design Approval – Historic Districts and Landmarks

Figure 17-2.5(g)(5) identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to applications for a Major Certificate of Design Approval – Historic Districts and Landmarks. Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(g)(5): Summary of Major Certificate of Design Approval – Historic Districts and Landmarks Procedure



- a. **Pre-Application Conference**
Optional (see Sec. 17-2.4(b), Pre-Application Conference).
- b. **Application Submission**
Required (see Sec. 17-2.4(c), Application Submission).
- c. **Determination of Application Completeness**
Required (see Sec. 17-2.4(d), Determination of Application Completeness).

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(g) Certificate of Design Approval – Historic Districts and Landmarks****d. Staff Review and Action**

Required (see Sec. 17-2.4(e), Staff Review and Action).

e. Scheduling of Public Hearing and Public Notification

Required (see Sec. 17-2.4(f), Scheduling of Public Hearing and Public Notification).

f. Decision-making Body Hearing, Review, and Decision

Required (see Sec. 17-2.4(h), Decision-Making Body Hearing, Review, and Decision). The Design Development ~~Design~~ Review Commission (~~DDRC~~ **HP/DRC**) shall review and make a decision in whole or in part on the application in accordance with Sec. 17-2.5(g)(6), Decision Standards for Certificate of Design Approval – Historic Districts and Landmarks. In its review of the application, the ~~DDRC~~ **HP/DRC** shall examine the architectural design, the exterior surface treatment, the arrangement and location of buildings and structures on the site in question and their relation to other buildings and structures within the district involved, and other pertinent factors affecting the appearance and efficient functioning of the district. The ~~DDRC~~ **HP/DRC**'s decision shall be one of the following:

- (i) Approve the application as submitted;
- (ii) Approve the application subject to conditions of approval; or
- (iii) Deny the application.

g. Notification to Applicant of Decision

Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).

h. Appeal

Optional (see Sec. 17-2.4(j), Appeal). An appeal from the ~~DDRC~~ **HP/DRC**'s decision may be made by any person having a substantial interest in the decision, or any officer or agent of the City, to the County Circuit Court in accordance with State law. The appeal shall be filed within 30 days after the affected party receives actual notice of the decision of the ~~DDRC~~ **HP/DRC**. The decision of the DRC is valid and actionable until it is overturned by a court of competent jurisdiction.

(6) Decision Standards for Certificate of Design Approval – Historic Districts and Landmarks

The ZA or the ~~DDRC~~ **HP/DRC**, as applicable, shall approve any application for a Certificate for Design Approval – Historic Districts and Landmarks that complies with the standards in this subsection.

a. General

1. No proposed building or structure shall be approved, separately or in relation to its premises as proposed to be arranged, landscaped or constructed, which would adversely affect the primary character of the district involved or the setting of public or quasi-public historical

Article 2: Administration

Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards

(g) Certificate of Design Approval – Historic Districts and Landmarks

buildings or landmarks on which public or private monies have been or are proposed to be spent.

2. No application shall be approved unless a determination is made that, considering the exterior appearance and arrangement of buildings, structures and premises in the district involved, approval of the application is consistent with the following purposes:
 - (i) To enhance the attractiveness and functioning of the district in keeping with its purpose and intent;
 - (ii) To encourage the orderly and harmonious development of the district; and
 - (iii) To enhance and protect the public and private investment and general value of lands and improvements within the district.
3. If, consistent with the standards in this subsection, the ~~DDRC~~**HP/DRC** finds it desirable to impose less restrictive requirements on development than would otherwise apply in accordance with any other provision of this Ordinance, such deviation shall be referred to the Zoning Board of Adjustment for review as a Special Exception Permit.

b. Standards for Structure and Site Design

1. General

The decision on a Certificate of Design Approval – Historic Districts and Landmarks application shall be based upon the requirements set forth in the standards or design guidelines adopted by the City Council for the applicable Architectural Conservation District, Historic Commercial District, Protection Area, Landmark District, or Landmark.

2. Landmarks, Districts Lacking Established Standards, and Specified Districts

If the City Council has not established standards or design guidelines for the district involved, or if the application pertains to individual landmarks, the Governor's Mansion Protection Area, Elmwood Park Architectural Conservation District, or the Landmark District, the Secretary of the Interior's Standards for Rehabilitation, as amended and listed below (the "Standards"), shall serve as the basis for the ~~DDRC~~**HP/DRC**'s decision, taking into account the designation level of the landmark or district.

- (a) For landmark districts and individual landmarks, the historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
- (b) In architectural conservation districts and protection areas, the historic character of a district shall be retained and

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(g) Certificate of Design Approval – Historic Districts and Landmarks

- (c) The estimated market value of the property in its current condition; after demolition, after renovation of the existing property for continued use, and with proposed redevelopment;
 - (d) An estimate from an architect, developer, real estate consultant, appraiser, or other real estate professional experienced in rehabilitation as to the economic feasibility of rehabilitation or reuse of the existing structure(s) on the property;
 - (e) In a request for a demolition of a landmark, a detailed feasibility study of the property may be required that may include, but is not limited to, a market analysis, estimates for renovation by historic preservation specialists, a study for potential reuse alternatives, etc.
 - (f) Specific written substantiation of any current negotiations to sell, rent, or lease property, including all efforts to market and/or sell the property, how long it was listed, the price at which it was listed, and comparables in the market.
 - (g) All appraisals obtained within the previous two (2) years by the owner or applicant in connection with the purchase, financing or ownership of the property.
- (iii) The ~~DDRC~~ HP/DRC or its staff may require the applicant to provide additional information dealing with the standards or the required application materials in this subsection.

d. Standards for Relocation

Like a demolition, the relocation of a historic building should be an action of last resort. When a structure is moved, the community loses a part of its history, which cannot be replaced. Accordingly, such requests are reviewed very deliberately and require detailed information.

- (i) A decision on a Certificate of Design Approval – Historic Districts and Landmarks application for the relocation of a building, structure, or object shall be based the following standards:
 - (a) A landmark or a contributing building, structure, or object shall not be relocated unless the ~~DDRC~~ HP/DRC finds:
 - (a) Demolition of the building, structure, or object would be approved in accordance with Sec. 17-2.5(g)(6)c, Standards for Demolition, were it not for the relocation; or
 - (b) The applicant demonstrates the existence of the building, structure, or object is threatened by a severe environmental hazard.

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(h) Certificate of Design Approval – Design Districts**

- (b) Relocation of a noncontributing building, structure, or object shall be approved or disapproved in accordance with the standards in Sec. 17-2.5(g)(6)c, Standards for Demolition.
- (c) The relocation of a building, structure, or object into the Historic Preservation Overlay district is permitted only if it is determined that the relocated building, structure, or object will be in accordance with the guidelines that apply to new construction in the new location and will be appropriate for the proposed context.

e. Standards for Driveway and Vehicular Parking Area Design

The decision on a Certificate of Design Approval – Historic Districts and Landmarks application that involves construction or alteration of a driveway or other vehicular parking area that is located within a base residential zoning district along the primary frontage or secondary frontage of a lot shall be based on the following standards:

- (i) Unless a showing of extraordinary and exceptional conditions pertaining to the piece of property can be shown, the amount of allowable area paved for the use of a driveway or a vehicular parking area shall be limited to a width of 12 feet measured with a straight line that runs parallel to the front or secondary front lot line.
- (ii) The designated vehicular parking area or driveway shall be placed so as to minimize its visual impact on the primary structure.
- (iii) Driveways and vehicular parking areas shall be compatible with the existing building and the site and setting of the historic district, taking into account the level of designation. Unless other materials are approved by the ~~DDRC~~ **HP/DRC** after a finding of fact that the materials in question are historically correct for the subject property, materials shall be limited to:
 - (a) In a protection area: brick pavers, concrete pavers, granite, concrete, asphalt, sand, gravel, or crushed stone.
 - (b) In an architectural conservation district: brick pavers, granite and concrete.
 - (c) In a landmark district or for individual landmarks: brick pavers, granite and concrete..

(h) Certificate of Design Approval – Design Districts**(1) Purpose**

The purpose of this subsection is to establish a uniform mechanism for ensuring that proposed changes to exterior architectural features or attachments of appurtenances to structures within any design district is consistent with the standards that are specific to the district.

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(h) Certificate of Design Approval – Design Districts**

- (c) Site improvements consisting of any change to the paving, steps, fencing or masonry walls;
- (d) Change in roof pitch;
- (e) Change in exterior materials; or
- (f) Addition of or modification to signage.

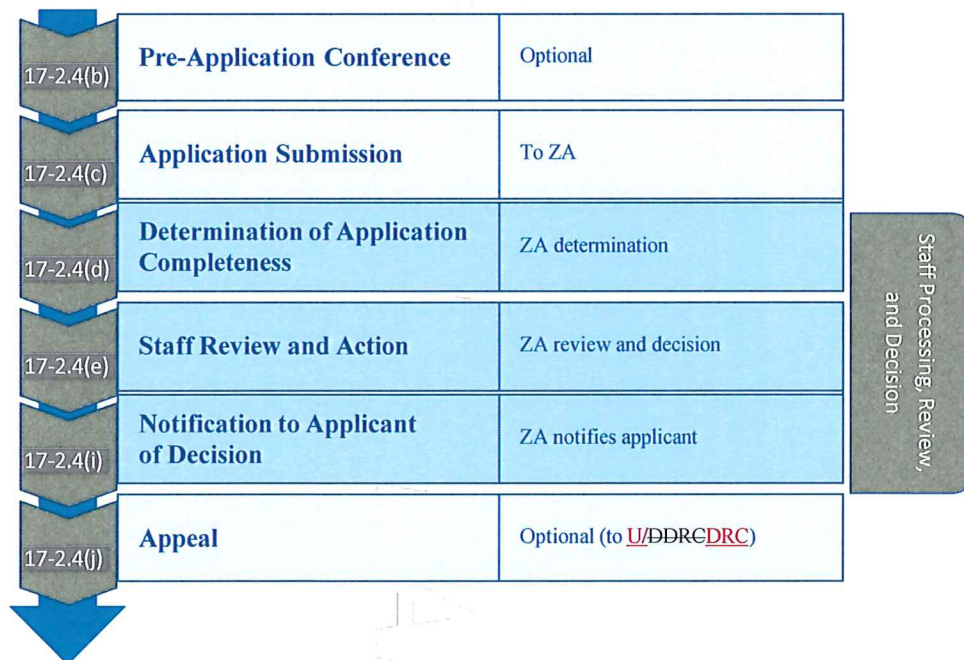
b. Major Certificate

An application for a Major Certificate of Design Approval – Design Districts shall be reviewed and decided in accordance with Sec. 17-2.5(j)(5), Procedure for Major Certificate of Design Approval – Design Districts, for any activity that requires a Certificate of Design Approval – Design Districts in accordance with Sec. 17-2.5(h)(2) above that is not listed in subsection a above and, within the OV-NMC district, for any project involving the granting or establishment of a special exception, variance, or planned development. and any change to an approved design which results in a substantial change to a feature that was reviewed and approved by the U/DRC.

(4) Procedure for Minor Certificate of Design Approval – Design Districts

Figure 17-2.5(h)(4) identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to applications for a Minor Certificate of Design Approval – Design Districts. Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(h)(4): Summary of Minor Certificate of Design Approval – Design Districts Procedure



Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(h) Certificate of Design Approval – Design Districts**

- a. Pre-Application Conference**
Optional (see Sec. 17-2.4(b), Pre-Application Conference).
 - b. Application Submission**
Required (see Sec. 17-2.4(c), Application Submission).
 - c. Determination of Application Completeness**
Required (see Sec. 17-2.4(d), Determination of Application Completeness).
 - d. Staff Review and Action**
Required (see Sec. 17-2.4(e), Staff Review and Action). The ZA shall review and make a decision in whole or in part on the application in accordance with Sec. 17-2.5(h)(6), Decision Standards for Certificate of Design Approval – Design Districts. The decision shall be one of the following:
 - (i) Approve the application as submitted;
 - (ii) Approve the application subject to conditions of approval; or
 - (iii) Deny the application.
 - e. Notification to Applicant of Decision**
Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).
 - f. Appeal**
Optional (see Sec. 17-2.4(j), Appeal). Any appeal of the ZA's decision to approve, approve subject to conditions, or deny an application for a Certificate of Design Approval – Design Districts shall be to the Design Development Review Commission (~~U/DDRC~~~~DRC~~).
- 1. Notice of Appeal**
Within 30 days of receipt of notice of the ZA's decision, any party aggrieved by the decision may appeal the decision by submitting a notice of appeal to the ZA specifying the grounds of the appeal.
 - 2. Transmittal of Record and Scheduling of Public Hearing**
Upon receipt of the notice of appeal, the ZA shall forthwith transmit the notice of appeal and all papers constituting the record upon which the decision was made and schedule a public hearing in accordance with Sec. 17-2.4(f), Scheduling of Public Hearing and Public Notification.
 - 3. Hearing and Decision**
 - (i) The ~~U/DDRC~~~~DRC~~ shall conduct the public hearing, review the application and all relevant materials and testimony, and make one of the following decisions:
 - (a) Affirm the decision being appealed (in whole or in part);
 - (b) Modify the decision being appealed (in whole or in part);
 - (c) Reverse the decision being appeals (in whole or in part); or

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(h) Certificate of Design Approval – Design Districts**

(d) Remand the matter to the ZA if the U/DDRC/DRC determines that the record is insufficient for review.

(ii) The U/DDRC/DRC's final decision shall be in writing, with findings of fact and conclusions of law separately stated.

4. Rehearing on a Remanded Matter

If the U/DDRC/DRC remands the matter to the ZA, it must at the same time set a rehearing on the remanded matter without further public notice for a time certain within 60 days unless otherwise agreed to by the parties. The U/DDRC/DRC must maintain a list of persons who express an interest in being informed when the remanded matter is set for rehearing, and notice of the rehearing must be mailed to these persons prior to the rehearing. The U/DDRC/DRC's rehearing shall be in accordance with subsection 4 above.

5. Further Appeal

Appeal of the U/DDRC/DRC's decision on an appeal from the ZA's decision shall be to the County circuit court in accordance with S.C. Code § 6-29-900 et seq.

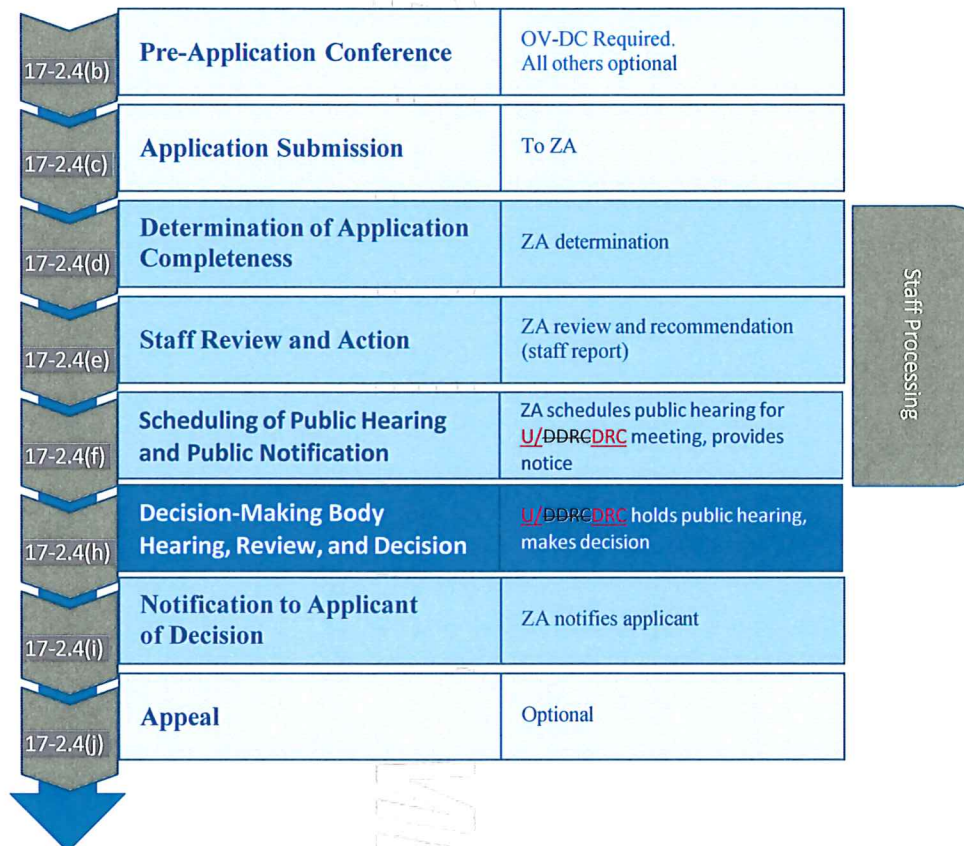
(5) Procedure for Major Certificate of Design Approval – Design Districts

Figure 17-2.5(h)(5) identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to applications for a Major Certificate of

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(h) Certificate of Design Approval – Design Districts**

Design Approval – Design Districts. Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(h)(5): Summary of Certificate of Design Approval – Design Districts (Major) Procedure



- a. **Pre-Application Conference**
OV-DC Required. All others optional (see Sec. 17-2.4(b), Pre-Application Conference).
- b. **Application Submission**
Required (see Sec. 17-2.4(c), Application Submission).
- c. **Determination of Application Completeness**
Required (see Sec. 17-2.4(d), Determination of Application Completeness).
- d. **Staff Review and Action**
Required (see Sec. 17-2.4(e), Staff Review and Action).
- e. **Scheduling of Public Hearing and Public Notification**
Required (see Sec. 17-2.4(f), Scheduling of Public Hearing and Public Notification).

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(i) Site Plan****f. Decision-making Body Hearing, Review, and Decision**

Required (see Sec. 17-2.4(h), Decision-Making Body Hearing, Review, and Decision). The ~~Design Development~~ Review Commission (~~U/DDRC~~**DRC**) shall review and make a decision in whole or in part on the application in accordance with Sec. 17-2.5(h)(6), Decision Standards for Certificate of Design Approval – Design Districts. The ~~U/DDRC~~**DRC**'s decision shall be one of the following:

- (i) Approve the application as submitted;
- (ii) Approve the application subject to conditions of approval; or
- (iii) Deny the application.

g. Notification to Applicant of Decision

Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).

h. Appeal

Optional (see Sec. 17-2.4(j), Appeal). An appeal from the ~~U/DDRC~~**DRC**'s decision may be made by any person having a substantial interest in the decision, or any officer or agent of the City, to the County circuit court in accordance with S.C. Code § 6-29-900 et seq. The appeal must be filed within 30 days after the affected party receives actual notice of the decision of the ~~U/DDRC~~**DRC**.

(6) Decision Standards for Certificate of Design Approval – Design Districts

An application for a Certificate of Design Approval – Design Districts shall be approved upon a finding that the proposed activity is in accordance with the design guidelines adopted by the City Council for the design district in which the proposed activity is located, either the Downtown Columbia Design Overlay, North Main Corridor Design Overlay, or Five Points Design Overlay.

(i) Site Plan**(1) Purpose**

The purpose of this subsection is to establish a uniform mechanism to ensure that the layout and general design of proposed development complies with the standards of this Ordinance and all other applicable City regulations.

(2) Applicability

- a. The procedures and standards in this subsection apply to the review of and decision on applications for Site Plan approval.
- b. Site Plan approval is required prior to the issuance of a Zoning Permit for any development, unless exempted in accordance with subsection c below.
- c. The following is exempted from the requirements of this subsection:
 - 1. Development on a single-family residential lot; and

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(y) Bailey Bill – Special Tax Assessment Created**

(y) Bailey Bill – Special Tax Assessment Created**(1) Purpose**

It is the purpose of this division to:

- a. Encourage the restoration of historic properties;
- b. Promote community development and redevelopment;
- c. Encourage sound community planning; and
- d. Promote the general health, safety, and welfare of the community.

(2) Eligible Properties

In order to be eligible for the special tax assessment, historic properties must received preliminary and final certification.

- a. To receive preliminary certification a property must meet the following conditions:
 - (i) The property has received historic designation.
 - (ii) The proposed rehabilitation work receives approval from the Design/Development Review Commission (~~HP/DRC~~~~DDRC~~).
- b. To received final certification, a property must have met the following conditions:
 - (i) The property has received preliminary certification.
 - (ii) The minimum expenditures for rehabilitation were incurred and paid.
 - (iii) The completed rehabilitation received approval from the secretary to the ~~HP/DDRC~~~~DRC~~ as being consistent with the plans approved by ~~HP/DDRC~~~~DRC~~ as part of preliminary certification

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards**

(y) Bailey Bill – Special Tax Assessment Created

features to protect the historic integrity of the historic property and its environment.

- (viii) New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

b. Work to be reviewed:

- (i) Repairs to the exterior of the designated building.
- (ii) Alterations to the exterior of the designated building.
- (iii) New construction on the property on which the building is located.
- (iv) Alterations to interior primary public spaces.
- (v) Any remaining work where the expenditures for such work are being used to satisfy the minimum expenditures for rehabilitation.

c. Minimum expenditures for rehabilitation means the owner or the owner's estate rehabilitates the building, with expenditures for rehabilitation exceeding 20 percent of the fair market value of the building. Fair market value means the appraised value as certified to the ~~HP/DDRCDRC~~ by a real estate appraiser licensed by the State of South Carolina, the sales price as delineated in a bona fide contract of sale within 12 months of the time it is submitted, or the most recent appraised value published by the Richland County Tax Assessor.

d. Expenditures for rehabilitation means the actual cost of rehabilitation relating to one or more of the following:

- (i) Improvements located on or within the historic building as designated.
- (ii) Improvements outside of but directly attached to the historic building which are necessary to make the building fully useable (such as vertical circulation) but shall not include rentable/habitable floorspace attributable to new construction.
- (iii) Architectural and engineering services attributable to the design of the improvements.
- (iv) Costs necessary to maintain the historic character or integrity of the building.

e. The special tax assessment may apply to the following:

- (i) Structure(s) rehabilitated.
- (ii) Real property on which the building is located.

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(y) Bailey Bill – Special Tax Assessment Created**

- f. To be eligible for the special tax assessment, rehabilitation must be completed within two years of the preliminary certification date. If the project is not complete after two years, but the minimum expenditures for rehabilitation have been incurred, the property continues to receive the special assessment until the project is completed or until the end of the special assessment period, whichever shall first occur.

(5) Process

- a. There is a fee of \$150.00 required for final certification for each application for review of rehabilitation work of single-family and/or duplex structures and \$300.00 for all other structures. Fees are payable to the City of Columbia, and final certification will not be given without payment of this fee.
- b. Owners of property seeking approval of rehabilitation work must submit a rehabilitation historic property application with supporting documentation and application fee prior to beginning work.
- c. Upon receipt of the completed application, the proposal shall be placed on the next available agenda of the ~~HP/DDRCDRC~~ to determine if the project is consistent with the standards for rehabilitation. After the ~~HP/DDRCDRC~~ makes its determination, the owner shall be notified in writing. Upon receipt of this determination the owner may:
 - (i) If the application is approved, begin rehabilitation;
 - (ii) If the application is not approved, he may revise such application in accordance with comments provided by the ~~HP/DDRCDRC~~.
- d. Once preliminary certification is granted to an application, substantive changes must be approved by the ~~HP/DDRCDRC~~. Unapproved substantive changes are conducted at the risk of the property owner and may disqualify the project from eligibility. Additional expenditures will not qualify the project for an extension on the special assessment.
- e. Upon completion of the project, the project must receive final certification in order to be eligible for the special assessment. The secretary to the ~~HP/DDRCDRC~~ will inspect completed projects to determine if the work is consistent with the approval granted by the ~~HP/DDRCDRC~~. Final certification will be granted when the completed work meets the Standards and verification is made that expenditures have been made. Upon receiving final certification, the property will be assessed for the remainder of the special assessment period on the fair market value of the property at the time the preliminary certification was made or the final certification was made, whichever occurred earlier.
- f. For the remainder of the special assessment period after final certification, the property owner shall notify the ~~HP/DDRCDRC~~ of any additional work, other than ordinary maintenance. The ~~HP/DDRCDRC~~ will review the work at a regularly scheduled hearing and determine whether the overall project is

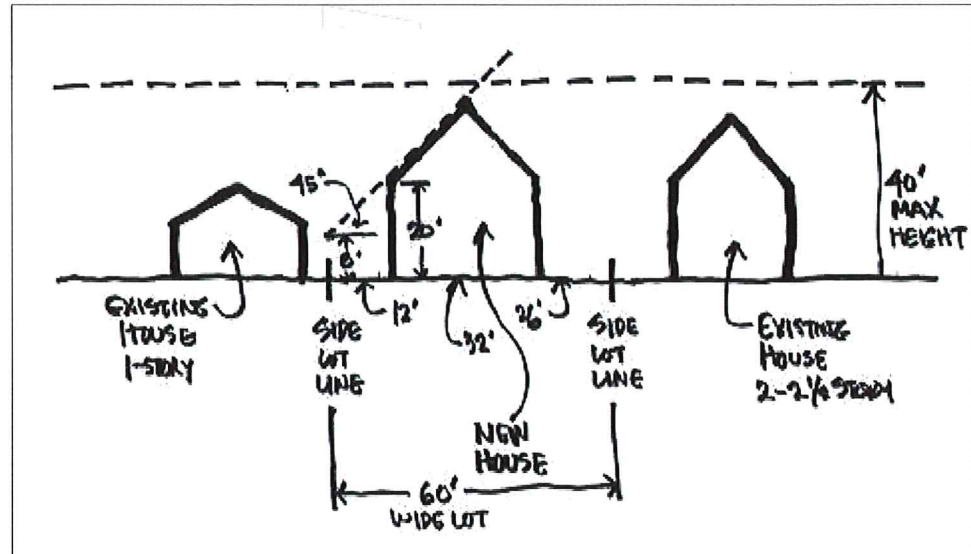
Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards**

(y) Bailey Bill – Special Tax Assessment Created

consistent with the standards for rehabilitation. If the additional work is found to be inconsistent the property owner may withdraw his request and cancel or revise the proposed additional work.

- g. When the property has received final certification and has been assessed as rehabilitated historic property, it remains so certified and must be granted the special assessment until the property becomes disqualified by any one of the following:
 - (i) Written notice from the owner to the ~~HP/DDRC/DRC~~ and the auditor requesting removal of the preferential assessment;
 - (ii) Removal of the historic designation by City Council; or
 - (iii) Rescission of the approval of rehabilitation by the ~~HP/DDRC/DRC~~ because of alterations or renovation by the owner or the owner's estate which causes the property to no longer possess the qualities and features which made it eligible for final certification.
- h. The City shall, upon final certification of a property, notify the Richland County Assessor, Auditor and Treasurer that such property has been duly certified and is eligible for the special tax assessment.
- i. If an application for preliminary or final certification is filed by May 1 or the preliminary or final certification is approved by August 1, the special assessment authorized herein is effective for that year. Otherwise, it is effective beginning with the following year.
 - (i) The special assessment only begins in the current or future tax years as provided for in this section. In no instance may the special assessment be applied retroactively.
- j. Once the ~~HP/DDRC/DRC~~ has granted the special property tax assessments authorized herein, the owner of the property shall make application to the Richland County Auditor for the special assessment provided for herein.

Figure 17.3.7(l)(3)e: Maximum Height



(4) Limits to Demolition

a. General

1. The City shall not issue a demolition or relocation permit for any structure fifty (50) years old or more within any geographic area to which this overlay applies without prior review and approval by the design Design development review Review commission Commission [MA14](HP/DDRCDRC).
2. The following demolitions and relocations are exempt from this section:
 - (i) Structures deemed noncontributing by City staff as determined by criteria in c.2(i) below.
 - (ii) Partial demolitions where City staff determines that the portion of the structure to be demolished does not contribute to the design integrity of the structure.
 - (iii) The structure poses an immediate threat to the public safety as determined by the Building Official.
3. The age of the structure shall be established by the records maintained by the Richland County Assessor's Office. If the age of the structure cannot be established by the records maintained by the Assessor's Office, the applicant for a demolition or relocation permit shall present other documentation to the City to establish the age of the structure.

b. Public Notice Requirement

The property upon which the structure is located shall be posted with notice of the application to demolish or relocate at least 15 days prior to the consideration by the HP/DDRCDRC.

Article 3: Zoning Districts
Sec. 17-3.7. Overlay Districts

(k) OV-CCP: Community Character Protection Overlay District

c. Review by HP/DDRC/DRC

1. The HP/DDRC/DRC shall approve a request for demolition or relocation only if it finds one or more of the following:
 - (i) The physical integrity of the structure is compromised to such a degree that it is no longer salvageable and/or represents a hazardous or unsafe condition.
 - (ii) The structure does not contribute to the historical architectural character of the district.
 - (iii) The structure or property cannot be put to any reasonable economic beneficial use for which it is or may otherwise be adapted without approval of demolition.
2. For applications to demolish or relocate a structure, the HP/DDRC/DRC shall apply the following criteria for review:
 - (i) Determination of the architectural significance and whether it contributes to the character of the district. The Commission shall consider the structure in relation to the street and the district as a whole. The architectural significance is defined by being fifty (50) years or older and meeting at least one of the following criteria:
 - (a) Individually listed in or has been determined eligible for listing in the National Register of Historic Places.
 - (b) Contributes to a Historic District listed in the National Register of Historic Places.
 - (c) A building which exemplifies an architectural style or type characterized by innovation, rarity, uniqueness, or overall quality of design, detail, materials, or craftsmanship.
 - (d) An excellent example of a style or type of building which is rare within Columbia or its historic context.
 - (e) The significant work of an architect or builder of local, regional, or national importance.
 - (ii) The existing structural condition as assessed by a licensed engineer or architect with experience in historic rehabilitation projects.
 - (iii) A determination of the building use and economic viability. The applicant shall submit information, prepared by qualified professionals, sufficient to demonstrate the following:
 - (a) The current use does not generate a reasonable economic return;
 - (b) The appropriate and reasonable alternate uses in the building could not generate a future reasonable economic return; and

Article 3: Zoning Districts**Sec. 17-3.7. Overlay Districts****(m) OV-HSV: Height and Setback View Corridor Protection Overlay District****(m) OV-HSV: Height and Setback View Corridor Protection Overlay District****(1) Purpose:**

The purpose of the Height and Setback View Corridor Protection Overlay (OV-HSV) District is to support the goals of the area plans with regard to compatible height and setbacks as identified through area plans.

(2) Applicability

- a. The standards and requirements in this section apply to development located in the OV-HSV District.
- b. The OV-HSV District consists of two types of sub-districts: height overlay sub-districts (Height Districts) and setback overlay sub-districts (Setback Districts).

(3) Height Overlay Sub-districts (Height Districts)

The requirements of this section have resulted from a contextual study of building height and architectural patterns in the mapped height overlay sub-district (Height District). The requirements of this section reflect the predominant building height trends of the areas to which they are applied, and reinforce the principles cited in the adopted plans for each area. The requirements of this section are intended to clarify acceptable heights of buildings in areas of the City that have been assigned a Height District. The Design Development Review Commission (~~HP/DDRC~~~~DRC~~) may adjust heights in defined Height Districts in limited circumstances when based on architectural merit.

a. General Requirements

1. A Height District shall have heights measured in stories or feet, as specified.
2. For maximum height specified in feet, the measurement shall be taken from the highest curb elevation adjacent to the site to the highest point of the structure. For maximum height specified in stories, the measurement shall be taken from the main floor finished elevation.
3. Where heights are specified in stories or feet, the measurement shall be from finished floor to finished floor.
4. Any area under a structure in excess of six feet shall be counted as a story.
5. The ~~HP/DDRC~~~~DRC~~ is empowered to require a downward adjustment of one-half story in the number of stories based on the number of stories of structures that predominate in the structure's immediate surroundings.
6. Floors shall be measured in the following manner:
 - (i) The maximum height of any residential floor shall be 12 feet, unless otherwise specified. Any dimension above this shall

Article 3: Zoning Districts
Sec. 17-3.7. Overlay Districts

(m) OV-HSV: Height and Setback View Corridor Protection Overlay District

constitute a second floor. The ~~HP/DDRCDRC~~ may grant a waiver up to 14 feet on the first or second floor, based on architectural merit and context.

- (ii) The minimum height of any residential floor shall not be less than 10 feet; however, there is no minimum height for floors in a single family residence, duplex or townhouse.
 - (iii) The maximum height of any nonresidential first floor shall be 20 feet, unless otherwise specified. Any dimension above this height shall constitute a second floor. The Design Development Review Commission may grant a waiver up to 25 feet on the main floor based on architectural merit and context.
 - (iv) The minimum height of any nonresidential floor shall not be less than 14 feet, unless otherwise specified.
7. The ~~HP/DDRCDRC~~ is empowered to require downward adjustments to floor heights, based on context of the structure with its immediate surroundings.
 8. Appurtenances to a building shall not be permitted to exceed the maximum height, unless otherwise specified.
 9. If any portion of a structure subject to the jurisdiction of the ~~HP/DDRCDRC~~ is within 50 feet of a designated landmark, such portion of that structure shall not exceed the height of such existing structures unless approved by the ~~HP/DDRCDRC~~ based on architectural merit and context.
 10. Mechanical equipment on a roof shall be visually screened from the street with parapets or other types of visual screens of the minimum height necessary to conceal the same. The equipment shall be screened from view from surrounding streets within 1,000 feet of the equipment.
 11. Parking garages shall not exceed the height of the principal building on the site. Parking garages shall not be constrained by floor to floor height requirements, but stand-alone and integrated parking garages shall appear from the street to conform to the number of stories permitted in the height district in which it is located.
 12. In a Height District where additional height may be awarded on the basis of architectural merit and context, if the property is not subject to the jurisdiction of the ~~HP/DDRCDRC~~ through other sections of this Ordinance, the owner requesting the additional height must submit the plans to the ~~HP/DDRCDRC~~. An applicant seeking modification based upon architectural merit and context shall provide studies and drawings as requested by the ~~HP/DDRCDRC~~.
 13. Communication towers shall not exceed the maximum building height limits of Height Districts that include a maximum height limit in feet, or

Article 3: Zoning Districts

Sec. 17-3.7. Overlay Districts

(m) OV-HSV: Height and Setback View Corridor Protection Overlay District

a height limit equal to 10 feet per story for Height Districts that do not specify a maximum height in feet.

14. "Architectural merit" means a project that reflects exemplary architectural and urban design, utilizes the highest level of materials and finishes and contributes to the public realm.

b. OV-HSV H80/30: Height District 80/30.

1. In all areas mapped with this Height District, the following standards apply:
 - (i) There shall be no structure, including appurtenant parts of a structure, except for elevator penthouses or mechanical penthouses, exceeding a height of 80 feet, nor shall any structure fronting on any street be lower than the height of 30 feet.
 - (ii) All portions of a structure above the 55 foot level shall be set back at least 25 feet from all street right-of-way lines.

(4) Setback Overlay Sub-districts (Setback Districts).

The requirements of this section have resulted from a contextual study of building setbacks and urban design goals in the mapped setback overlay sub-district (Setback District). The requirements of this section reflect the predominant setback trends of the areas and urban design principles cited in the adopted plans for each area. The requirements of this section are intended to clarify acceptable setbacks and build to lines of buildings in areas of the City that have been assigned a Setback District. The ~~U/DDRC/DRC~~ may adjust setbacks in defined Setback Districts in limited circumstances when based on architectural merit.

a. General requirements:

1. The ~~U/DDRC/DRC~~ is empowered to require an adjustment of ½ the maximum requirement based upon analysis of the immediate surroundings and Architectural merit.
2. "Architectural merit" means a project that reflects exemplary architectural and urban design, utilizes the highest level of materials and finishes and contributes to the public realm.

b. OV-HSV S8/10: Setback District 8-10

In order to encourage a well defined public realm and to provide a buffer for pedestrians between the curb line and the sidewalk zone of not less than 8 feet, the follow standards apply in the OV-HSV S8/10 Setback District:

1. No structure, including appurtenant parts of a structure, except for balconies and Juliet balconies, shall be placed within eight feet the property line fronting Huger Street, and no structure shall be place more than ten feet from the property line fronting Huger Street.
2. Minimum front yards shall be used for wider sidewalks, trees, and other amenities coordinating with urban design standards of the district.

Article 5: Development Standards**Sec. 17-5.10. Signs****(c) Standards**

the ~~HP/DDRCDRC~~ issues a Certificate of Design Approval – Historic Districts and Landmarks, finding that the sign conforms to at least one of the guidelines for retaining historic signs listed within "The Preservation of Historic Signs" Preservation Brief, issued by the National Park Service, U.S. Department of the Interior.

(6) Permanent Signs**a. General Standards for Permanent Signs****1. Maximum Total Display Surface Area**

Unless otherwise expressly stated in this Section, the total maximum display surface area of all permanent signs shall be as listed in Table 17-5.10(c)(6)a.1: Total Maximum Display Surface Area of Permanent Signs, for the zoning district in which the lot is located.

TABLE 17-5.10(C)(6)A.1: TOTAL MAXIMUM DISPLAY SURFACE AREA OF PERMANENT SIGNS		
ZONING DISTRICT AND LOT CONFIGURATION		MAXIMUM DISPLAY SURFACE AREA
Any Residential base district		On each street frontage: 20 square feet [1]
O-I, NAC, MU-1	Lot containing multiple establishments and multiple storefronts	For each storefront: one square foot for each linear foot of building frontage of the principal building occupied by the storefront
	Any other lot	On the lot: 150 square feet plus one square foot for each linear foot of building frontage of the principal building in excess of 150 feet that has a principal entrance
MU-2, GC, DAC, MC, CAC, RAC any Institutional and Campus district	Lot containing multiple establishments and multiple storefronts	For each storefront: two square foot for each linear foot of building frontage of the principal building occupied by the storefront
	Any other lot	On the lot: 300 square feet plus two square feet for each linear foot of building frontage of the principal building in excess of 150 feet that has a principal entrance
Any Industrial district	Lot containing multiple establishments and multiple storefronts	For each storefront: one square foot for each linear foot of building frontage of the principal building occupied by the storefront
	Any other lot	On the lot: 500 square feet plus 1.5 square feet for each linear foot of building frontage of the principal building in excess of 500 feet that has a principal entrance
NOTES:		
[1] For each street frontage, an additional 20 square feet of display surface area is allowed for a sign containing changeable copy.		

2. Maximum Number of Signs

The maximum number of permanent signs permitted for each street frontage for each business located on a lot shall be as listed in Table 17-5.10(c)(6)a.2: Maximum Number of Signs Per Street Frontage.

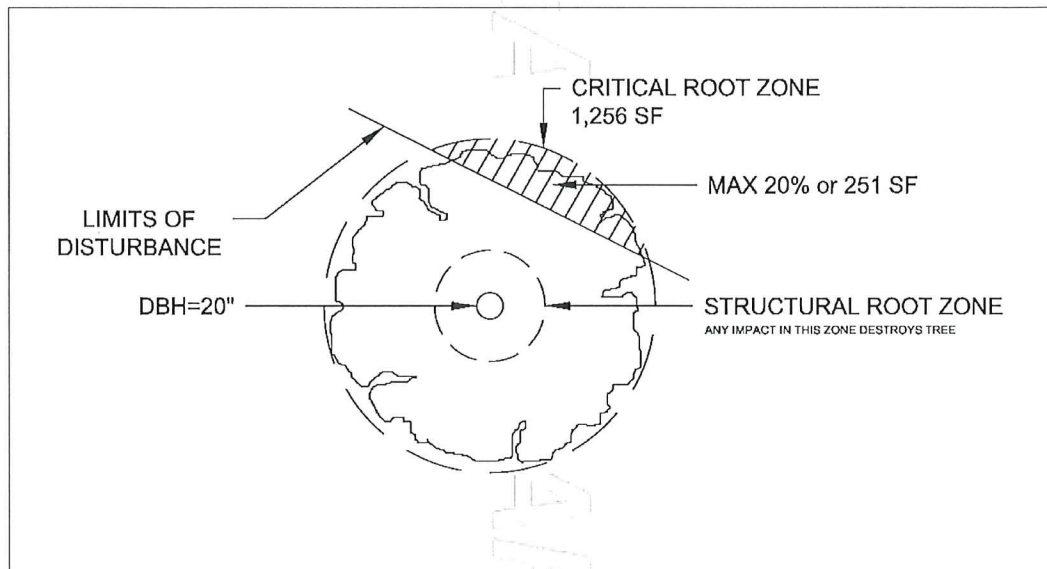
Article 9: Definitions and Rules of Measurement

Sec. 17-9.4. Definitions

(b) Interpretation of Unlisted Uses

CRITICAL ROOT ZONE, NET

In urban environments where root zones may sometimes be obstructed with barriers, i.e. roads and building foundations, etc., the root zone may be reduced in size. The reduced root zone after impact is called the Net Critical Root Zone and is used to determine whether a tree is saved or lost. In order for a tree to be preserved, the net critical root zone may be no greater than 20 percent.



CUL-DE-SAC

A street having one end open to traffic and the other end terminated by a vehicular turnaround; a dead-end street.

DAMAGE OR ABUSE (TO VEGETATION)

Any intentional or negligent act that endangers survivability of a tree or other plant material, including but not limited to, such damage inflicted upon the root system of a tree by application of toxic substances, the operation of machinery, the change of natural grade by excavation or filling above the root system or around the trunk of a tree, pruning, damages from injury or fire inflicted on trees that result in or permit pest infestation, or actual cutting of the tree.

DATUM

The term "the datum" used in Sec. 17-3.7(c), OV-A: Airport Safety Overlay District ~~OV-A: Airport Safety Overlay District~~, shall mean sea level elevation unless otherwise specified.

DBH

See "Diameter-at-Breast-Height (DBH)"

~~DDRC~~ DRC

See- "Design ~~Development~~-Review Commission." Formerly known as the "DDRC" or Design Development Review Commission.

HP/DRC

Article 9: Definitions and Rules of Measurement

Sec. 17-9.4. Definitions

(b) Interpretation of Unlisted Uses

Historic Preservation/Design Review Commission for Historic Districts and Landmarks (see Sec. 17-2.3(e)).

U/DRC

Urban Design Review Commission for Urban Design Districts (see Sec. 17-2.3(e)).

DECIDUOUS

A plant which sheds its foliage at the end of each growing season. Not evergreen.

DECORATIVE LIGHTING

Light fixtures used for decorative effects, like accent lights for buildings.

DEMOLITION

The razing of any exterior architectural feature or structure, including its ruin by neglect of necessary maintenance or repairs, or either.

DESIGN DEVELOPMENT REVIEW COMMISSION

The Design Development Review Commission of the City of Columbia, South Carolina (see Sec. 17-2.3(e)). to be superceded by the DRC when adopted.

DEVELOPER

Any person, including a governmental agency, undertaking development.

DEVELOPMENT AGREEMENT

See Sec. 17-2.5(f), Development Agreement.

DEVELOPMENT LOT AS A WHOLE

The entire parcel proposed for a two-family or townhouse development, containing all parcels proposed to be owned in common and all proposed individual lots under two-family or townhouse units.

DHEC

The South Carolina Department of Health and Environmental Control.

DIAMETER-AT-BREAST-HEIGHT (DBH)

The diameter of a tree measured in inches 54 inches above the ground. If the tree splits into multiple trunks at a height below 54 inches, but above the ground, the diameter is measured at the narrowest point beneath the split.

DISPLAY AREA

An outdoor area for storage or display of merchandise for sale or lease, whether permanent or temporary, containerized or openly displayed.

DISPLAY SURFACE AREA

That area of a sign including the entire area within a regular geometric shape or combination of regular geometric shapes enclosing all of the elements of informational or representational matter displayed, including blank masking or any surface shape intended to convey ideas, information or meaning. Sign support structures not bearing

Article 9: Definitions and Rules of Measurement

Sec. 17-9.4. Definitions

(b) Interpretation of Unlisted Uses

informational or representational matter shall not be included in computation of display surface area. Only one side of a double-faced sign shall be included in calculating the display surface area.

DRIP LINE

The perimeter of a tree's spread measured at the outermost tips of the branches and extending downward to the ground.

DRIVE-THROUGH FACILITY

A facility used to provide products or services to customers who remain in their vehicles, whether through a window or door in a building, a machine in a building or detached structure (e.g., ATM), or via a mechanical device (e.g., a pneumatic tube system). In addition to the pick-up window or door, drive-through service facilities also may include remote menu boards and ordering stations. Use types that commonly have drive-through service include banks, fast food restaurants, and drugstores.

DRIVEWAY

An area improved in accordance with **Error! Reference source not found., Error! Reference source not found.**, leading from a street or alley to a parking space.

DRUGSTORE (AS AN ACCESSORY USE)

The filling and sale of prescription drugs and the sale of medical supplies, nonprescription medicines, and related goods and services, as an accessory use.

DWELLING

Any building or part of building designed, occupied or intended for human occupancy, not to include a hotel or motel, lodging house, hospital or other accommodation used more or less for transient occupancy.

DWELLING UNIT

Any dwelling designed, occupied or intended for occupancy by a single-family unit. A structure or part of a structure shall be considered a dwelling unit where any one of the following elements are proposed or present:

- (1) A full bath, except where (a) the full bath is the primary use of the structure, and (b) no other area of the structure may be readily inhabited (i.e. a stand-alone bath house);
- (2) A range, oven, stove, broiler, or other like cooking appliance generally designed for permanent installation;
- (3) A separate power meter, except where the building official has determined that power could not be safely supplied from an existing meter; or
- (4) A separate water meter or connection to a well.

EASEMENT

A grant by a landowner to another landowner or to the public, of a right to occupy or use designated land for specific purposes, such as access, drainage, conservation, the location

Article 9: Definitions and Rules of Measurement**Sec. 17-9.4. Definitions****(b) Interpretation of Unlisted Uses**

MARQUEE

A permanent roofed structure attached to and supported by a building.

MASONRY WALL

A wall constructed of brick, stone or stucco.

MAXIMUM EXTENT PRACTICABLE

No feasible or practical alternative exists, as determined by the decision-maker, and all possible efforts to comply with the standards or regulation to minimize potential harmful or adverse impacts have been undertaken by an applicant. Economic considerations may be taken into account but shall not be the overriding factor in determining "maximum extent practicable."

MINOR ALTERATION

A change to a building or site that does not qualify as a major alteration, as determined by the Design Development Review Commission or the Land Development Administrator.

MIXED-USE DEVELOPMENT

A tract of land or structure developed for both residential and nonresidential uses. Such uses may be vertically integrated within a multi-story building or horizontally integrated within a single story building or on a lot or development site.

MOBILE HOME

A movable or portable dwelling unit over 32 feet in length and over eight feet in width, constructed to be towed on its own chassis, designed without a permanent foundation, and capable of supporting year round occupancy, which may include one more components that can be retracted for towing purposes and subsequently expanded, or which may consist of two or more units separately towable but designed to be joined into one integral unit. The term "mobile home" shall not include prefabricated, modular or unitized dwellings placed on permanent foundations, nor shall it include travel trailers, campers or similar units designed for recreation or other short term uses.

MODEL SALES HOME/UNIT

A dwelling, dwelling unit, or other marketable unit of a new development that is used for real estate sales or leasing activities associated with the development pending construction of the development and the initial sales of homes or units in the development.

MONOPOLE COMMUNICATION TOWER

A ground-mounted, pole-shaped, self-supporting tower that supports wireless communication antenna.

MULCH

A protective covering consisting of organic materials (layer of wood chips, pine straw, hay or other material) placed on the surface of the soil around plants to retain moisture, inhibit weeds growth, impede erosion, shield roots from freezing and aid in plant growth.

NATIVE SPECIES

A plant that is a part of the balance of nature that has developed over hundreds or thousands of years in a particular region or ecosystem. This includes species that are

Article 9: Definitions and Rules of Measurement

Sec. 17-9.4. Definitions

(b) Interpretation of Unlisted Uses

PUBLIC BICYCLE-SHARING SERVICE

A system operated under the auspices of a program administered and/or approved by the City of Columbia whose function is to provide the general public with opportunities to rent bicycles on a short-term basis for use within the city or region.

PUBLIC BICYCLE-SHARING STATION

A bicycle sharing facility placed or constructed by a Public Bicycle-Sharing Service on public or private property where bicycles are stored and from which members of the public may rent bicycles as part of a Public Bicycle-Sharing Service including objects or equipment necessary for or appurtenant to its operation.

PUBLIC HEARING

A meeting that is open to the public and advertised in advance as required by the S.C. Code and this Ordinance, at which members of the public are allowed to speak on the subject of the public hearing. Advisory and decision-making bodies are required to conduct public hearings before a decision is made on certain applications.

QUORUM

The minimum number of City Council, Planning Commission, Board of Zoning Appeals, Board of Zoning Appeals – Form-based Codes, or Design Development Review Commission members that must be present in order to conduct official business or take official action.

RAINWATER CISTERN OR BARREL

A catchment device to capture rain water from a roof or other surface before it reaches the ground, which may be either above or below ground level.

RECYCLING DROP-OFF STATION

A location providing designated containers (commonly known as drop-off stations) for the collection of recyclable materials. Materials are stored in containers temporarily until they are transported to a separate processing facility.

REGISTER OF DEEDS

The Register of Deeds for Richland County, South Carolina, or the Register of Deeds for Lexington County, South Carolina. May be abbreviated *ROD*.

REGULARLY

For purposes of Sec. 17-4.2(c)(3)d.5, Sexually-Oriented Businesses, the consistent and repeated doing of an act on an ongoing basis.

REGULATORY FLOOD

A flood that is expected to occur in the future and cause damage, based on past flooding events.

REGULATORY FLOOD PROTECTION ELEVATION

The elevation of the regulatory flood, which can be influenced by topography, anticipated hydraulic conveyance capacity, and encroachment into areas subject to flooding.

RELOCATION

For purposes of Sec. 17-2.5(g), Certificate of Design Approval – Historic Districts and Landmarks, the moving of a building, structure, or object on the same lot or to another lot.

August 20, 2019

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Regulations

Columbia, South Carolina
Zoning Ordinance and Land Development

Requested by:

Assistant City Manager Palen

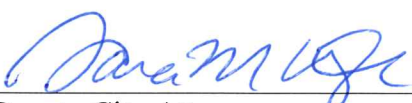
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:



CITY COUNCIL

November 18, 2025 at 4:00 P.M.

City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE Reconfigure Design Development Review Commission

Proposal: Amend the Unified Development Ordinance, Chapter 17- Article 2: Administration, Sec. 17-2.3 Advisory and Decision-Making Bodies and Persons (e.) Design Development Review Commission; Section 17-2.5 Application-Specific Review Procedures and Decision Standards, Article 3: Zoning Districts, Sec.17-3.7 Overlay Districts; Article 5: Development Standards, Sec.17-5.10 Signs; Article 9: Definitions and Rules of Measurement, Sec. 17-9.4 Definitions as related to the reconfiguration of the Design Development Review Commission (DDRC).

Applicant: Andrew Livengood, Zoning Administrator

Staff Recommendation: Staff Sponsored

PC Recommendation: 10/09/2025; Approval (7-0)

DETAILS

The adoption of the Downtown Strategic Plan in June 2025 recommended that the Design Development Review Commission (DDRC), which has served as the City's single Board of Architectural Review be divided into two separate boards. The current DDRC of nine members hears a wide variety of cases ranging from detailed proposals for the renovation of historic buildings to large-scale new construction projects in urban design districts.

The proposed Historic Preservation Design Review Commission (HP/DRC) would consist of seven (7) members, and would hear cases related to historic districts and landmarks. The Urban Design Review Commission (U/DRC) would consist of five (5) members and would hear cases related to urban design districts. Each board would have a number of members with expertise specific to the case types they consider.

In anticipation of this change, advertisement for positions on both boards would begin in advance of the ordinance adoption. Current DDRC members would have the opportunity to apply to continue their current term on one of the new boards, depending on their qualifications and/or interest.

Article 2: Administration

Sec. 17-2.2. Summary Table of Development Review Responsibilities

(d) Approved Applications

TABLE 17-2.2: SUMMARY OF DEVELOPMENT REVIEW RESPONSIBILITIES									
D = DECISION		R = RECOMMENDATION		A = APPEAL		<> = PUBLIC HEARING			
APPLICATION TYPE	CITY COUNCIL	PLANNING COMMISSION	BOARD OF ZONING APPEALS	BOARD OF ZONING APPEALS – FORM-BASED CODES	DESIGN DEVELOPMENT REVIEW COMMISSION	ZONING ADMINISTRATOR	LAND DEVELOPMENT ADMINISTRATOR	CITY ENGINEER	SITE PLAN REVIEW TEAM
DISCRETIONARY APPROVALS									
Text Amendment	<D>	R				R			
Zoning Map Amendment	<D>	R			R[1]	R			
Planned Development	<D>	R				R			
Special Exception Permit			<D>						
Development Agreement	<D>	<R>							
HISTORIC PROPERTIES AND ARCHITECTURAL REVIEW									
Certificate of Design Approval – Historic Districts and Landmarks									
Minor					<A>	D			
Major					<D>	R			
Certificate of Design Approval – Design Districts									
Minor					<A>	D			
Major					<D>	R			
Bailey Bill					<D>				
LAND DEVELOPMENT									
Site Plan									
Minor		A					D		R
Major		D							R
Subdivision									
Minor Subdivision – Final Plat		A					D		
Major Subdivision									
Sketch Plan		A					D		
Preliminary Plat		D					R		R
Final Plat		A						D	
Street or Road Name Change		<D>					R		
PERMITS									
Conditional Use Permit			<A>			D			
Tree Removal Permit			<A>			D			
Forestry Permit			<A>			D			
Sign Permit			<A>			D			
Temporary Use Permit			<A>			D			
Zoning Permit			<A>			D			

Article 2: Administration

Sec. 17-2.3. Advisory and Decision-Making Bodies and Persons

(a) City Council

TABLE 17-2.2: SUMMARY OF DEVELOPMENT REVIEW RESPONSIBILITIES									
	D = DECISION	R = RECOMMENDATION	A = APPEAL	<> = PUBLIC HEARING					
APPLICATION TYPE	CITY COUNCIL	PLANNING COMMISSION	BOARD OF ZONING APPEALS	BOARD OF ZONING APPEALS – FORM-BASED CODES	DESIGN DEVELOPMENT REVIEW COMMISSION	ZONING ADMINISTRATOR	LAND DEVELOPMENT ADMINISTRATOR	CITY ENGINEER	SITE PLAN REVIEW TEAM
RELIEF									
Administrative Adjustment			<A>			D			
Variance – Zoning			<D>	<D>[2]					
Variance – Land Development (Subdivision and Site Plan)		<D>							
Appeal – Zoning			<A>	<A>[3]					
Appeal – Land Development (Subdivision and Site Plan)		A							
INTERPRETATIONS									
Interpretation – Zoning			<A>	<A>[3]		D			
Interpretation – Land Development (Subdivision and Site Plan)		<A>					D		
NOTES:									
[1] Review and recommendation by the Design Development Review Commission is required only for a Zoning Map Amendment application that involves a Historic Districts and Landmarks Designation or a Design District Designation.									
[2] The Board of Zoning Appeals – Form-based Codes, hears and makes decisions on applications for Variance – Zoning from requirements specific to an adopted Form-based Code, such as the Bull Street PUD.									
[3] The Board of Zoning Appeals – Form-based Codes, hears and decides appeals from decisions of the Zoning Administrator in administering, enforcing, or interpreting provisions of this Ordinance specific to an adopted Form-based Code, such as the Bull Street PUD.									

Sec. 17-2.3 Advisory and Decision-Making Bodies and Persons

(a) City Council

To exercise its authority in accordance with State law, the City Council shall have the following powers and duties under this Ordinance:

- a. To review and decide the following:
 1. Text Amendments (Sec. 17-2.5(b));
 2. Zoning Map Amendments (including Historic Districts and Landmarks Designations and Design Districts Designations) (Sec. 17-2.5(c));

Article 2: Administration

Sec. 17-2.3. Advisory and Decision-Making Bodies and Persons

(e) Design Development Review Commission

5. The Chair, or, in the Chair's absence, the acting Chair, may administer oaths and compel the attendance of witnesses by subpoena.
6. The Board of Zoning Appeals—Form-based Codes shall keep minutes of its proceedings in accordance with State law, showing, for each question, the vote of each member and any member that is absent or fails to vote. The Board shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the Zoning Administrator and shall be a public record.

(e) ~~Design Development~~ Review Commission

~~A~~Two boards of architectural review, both of which which shall be under the umbrella known as the Columbia ~~Design and Development~~Design Review Commission (abbreviated "~~DDRC~~DRC" in this Ordinance), is established in accordance with State law under this Ordinance. "HP/DRC" refers to the Board established for matters involving Historic Districts and Landmarks, and "U/DRC" refers to the Board established for matters involving Urban Design Districts. Where only "DRC" (or "~~DDRC~~" as it has previously been known) is referenced, the provision will apply to both boards.

(1) Powers and Duties

The ~~DDRC~~DRC shall have the following powers and duties under this Ordinance:

- a. To review and make recommendations to the City Council on the following:
 1. Zoning Map Amendments involving Historic Districts and Landmarks Designations or Design Districts Designations (Sec. 17-2.5(c));
- b. To review and decide applications for the following:
 1. HP/DRC Major Certificates of Design Approval – Historic Districts and Landmarks (Sec. 17-2.5(g)(5)) and
 2. U/DRC Major Certificates of Design Approval – Design District (Sec. 17-2.5(h)(5)).
- c. To hear and decide appeals from decisions of the Zoning Administrator on the following:
 1. HP/DRC Minor Certificates of Design Approval – Historic Districts and Landmarks (Sec. 17-2.5(g)(4)) and
 2. U/DRC Minor Certificates of Design Approval – Design District (Sec. 17-2.5(h)(4)).
- d. Plan and direct continuing studies of areas, physical features and improvements in the City relating to urban design, historic preservation, beautification, civic improvement and other considerations in furtherance of this Ordinance. In doing so, the ~~DDRC~~DRC shall properly coordinate such plans and studies with the various departments and agencies of the City.

Article 2: Administration

Sec. 17-2.3. Advisory and Decision-Making Bodies and Persons
(e) Design Development Review Commission

- e. Engage in educational activities related to promoting appropriate urban design, historic preservation, and the conservation of historic or aesthetic features of the City.
- f. Advise and assist the City Council, at the Council's request, to further the purposes of this Ordinance.

(2) Membership and Terms

a. Number, Appointment, and Qualifications

1. The ~~HP/DDRC~~DRC shall consist of ~~nine~~seven members, and the U/DRC shall consist of 5 members, all appointed by the City Council. No member shall hold any other public office or position in the City or County.

(i) Of the members appointed to the ~~HP/DDRC~~DRC, at least one shall be an architect registered in the State, ~~at least one shall be a lawyer admitted to practice before the South Carolina Supreme Court,~~ at least one shall be an individual with demonstrated preservation experience-, at least one shall be a contractor or crafts person with hands-on experience working on historic structures, experienced as a city planner, at least one shall be a real estate developer or licensed real estate broker, one shall be an architect with historic preservation experience, and the remainder, if any, shall be persons who, by reason of other experience or education, shall be qualified for service on the ~~DDRC~~DRC.

~~(i)~~(ii) Of the members appointed to the U/DRC, at least one member shall be an architect registered in the State of SC, at least one shall be an urban planner, at least one shall be a landscape architect or urban design professional, and at least one shall be a real estate developer or licensed real estate broker.

b. Terms

Members shall be appointed for three-year terms. Members may continue to serve until their successors are appointed.

c. Current Members

Members of the ~~HP/DDRC~~DRC and the U/DRC on January 1, 2026 who have been appointed to continue serving from the 2025 DDRC on August 30, 2021 shall continue to serve at the pleasure of the City Council until their respective terms expire according to the rules in place when they were appointed, unless they are removed in accordance with subsection d below.

d. Removal

The City Council may remove a member of the ~~DDRC~~DRC for cause, after written notice and a public hearing. Cause may include, but is not limited to, nonattendance at meetings.

Article 2: Administration

Sec. 17-2.3. Advisory and Decision-Making Bodies and Persons

(f) Zoning Administrator

e. Vacancies

Vacancies, for whatever reason, shall be filled by the City Council for the balance of an unexpired term.

(3) Officers, Rules of Proceeding, and Meetings

a. Officers

1. The ~~DDRC~~DRC shall elect one of its members Chair and another Vice-Chair, each for a term of one year.

b. Rules of Proceeding

The ~~DDRC~~DRC shall adopt rules for the conduct of business.

c. Meetings

1. Meetings of the ~~DDRC~~DRC shall be held at the call of the Chair and at such other times as the ~~DDRC~~DRC may determine.
2. Public notice of meetings of the ~~DDRC~~DRC shall be provided in accordance with State law and this Ordinance.
3. ~~A majority of~~Four members of the ~~DDRC~~DRC shall constitute a quorum for the conduct of business.
4. The Chair shall preside over all ~~DDRC~~DRC meetings. The Vice-Chair shall serve as acting chair and preside over ~~DDRC~~DRC meetings in the absence of the Chair. If both the Chair and Vice-Chair are absent, the ~~DDRC~~DRC shall vote to determine who shall serve as acting Chair for the meeting.
5. The Chair or, in the Chair's absence, the acting Chair, may administer oaths and compel the attendance of witnesses by subpoena.
6. The ~~DDRC~~DRC shall keep minutes of its proceedings in accordance with State law, showing the vote of each member upon each question, or if absent or failing to vote, indicating that fact. The ~~DDRC~~DRC shall keep records of its examinations and other official actions, all of which shall be filed within a reasonable time in the office of the Zoning Administrator. The records of the ~~DDRC~~DRC shall be a public record.

(f) Zoning Administrator

The Zoning Administrator, abbreviated as "ZA" in this Ordinance, is designated by the City Manager to administer and enforce all provisions of this Ordinance, except Article 6: Land Development (Subdivision) Standards. The Zoning Administrator may delegate any administrative, decision, or review authority under this Ordinance to any professional-level City staff. Any such delegation shall be specified in the Procedures Manual.

(1) Powers and Duties

The Zoning Administrator shall have the following powers and duties under this Ordinance:

Article 2: Administration**Sec. 17-2.4. Standard Review Procedures****(h) Decision-Making Body Hearing, Review, and Decision**

Conditions of approval must relate in both type and extent to the anticipated impacts of the proposed development.

(h) Decision-Making Body Hearing, Review, and Decision

If an application is subject a final decision by the City Council, the Planning Commission, the Board of Zoning Appeals, the Board of Zoning Appeals – Form-based Codes, or the ~~Design~~ Development Review ~~Board~~ Commission in accordance with Sec. 17-2.2, Summary Table of Development Review Responsibilities, such decision-making body shall review and make a final decision on the application in accordance with the requirements in this subsection.

(1) General

The decision-making body shall hold any required public hearing on the application in accordance with Sec. 17-2.2, Summary Table of Development Review Responsibilities. At the hearing, the decision-making body shall consider the application, relevant support materials, staff report, any advisory body recommendations, and any public comments. It shall then make one of the decisions authorized for the particular type of application, based on the review standards applicable to the application type, as set forth in Sec. 17-2.5, Application-Specific Review Procedures and Decision Standards.

a. Statement of Basis

The decision-making body shall clearly state the basis or rationale for the decision.

b. Timing

The decision-making body shall take action as promptly as reasonably possible in consideration of the interests of the applicant, affected parties, and citizens of the City.

(2) Remand

Before making its decision, the decision-making body may remand the application to the advisory body or to the ZA or LDA, as applicable, for further consideration of any issue.

(3) Conditions of Approval

If permitted for the particular type of application in accordance with Sec. 17-2.5, Application-Specific Review Procedures and Decision Standards, approval of an application may be with conditions. Conditions of approval must relate in both type and extent to the anticipated impacts of the proposed development.

(4) Effect of Approval

Approval of a development application in accordance with this Ordinance authorizes only the particular use, plan, or other specific activity approved, and not any other development requiring separate application and approval. In the event that one development approval or permit is a prerequisite to another development approval or permit (e.g., variance approval prior to a site plan

Article 2: Administration

Sec. 17-2.4. Standard Review Procedures

(i) Notification to Applicant of Decision

approval), development may not take place until all required approvals or permits are obtained. Approval of one development application does not necessarily guarantee approval of any subsequent development application.

(5) Lapse of Approval

- a. Development approvals and permits shall expire as provided in Sec. 17-2.5, Application-Specific Review Procedures and Decision Standards, for each type of development approval or permit. If no expiration period is provided for the specific type of development approval or permit, and if no expiration period is imposed as part of the approval by the decision-making body or person, the development approval or permit shall expire if a Zoning Permit authorizing the approved development is not obtained within two years.
- b. Subsection a above shall not apply where a vested right has been established in accordance with Sec. 17-1.9, Vested Rights.
- c. A change in ownership of the land that is the subject of a development approval or permit shall not affect the established expiration time period for the development approval or permit.

(i) Notification to Applicant of Decision

Within a reasonable period of time after a final decision on a development application, the ZA or LDA, whichever received the application, shall notify the applicant of the decision in writing in accordance with the requirements of State law and shall make a copy of the decision available to the public at either the ZA's office or LDA's office, as applicable, during normal business hours.

(j) Appeal

- (1) An appeal from a final decision by the City Council, the Planning Commission, the Board of Zoning Appeals, the Board of Zoning Appeals – Form-based Codes, or the ~~Design Development-Review Board-Commission~~ shall be to a court of competent jurisdiction in accordance with requirements of State law.
- (2) Unless otherwise provided in Sec. 17-2.5, Application-Specific Review Procedures and Decision Standards, an appeal from an order, requirement, decision, or determination made by the ZA in the review of a development application or the enforcement of this Ordinance shall be in accordance with Sec. 17-2.5(u), Appeal – Zoning.
- (3) Unless otherwise provided in Sec. 17-2.5, Application-Specific Review Procedures and Decision Standards, any appeal from an order, requirement, decision, or determination made by the LDA in the review of a development application shall be in accordance with Sec. 17-2.5(v), Appeal – Land Development (Subdivision).

Article 2: Administration

Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards

(c) Zoning Map Amendment

- (v) The ZA in accordance with a motion adopted by the City Council or the Planning Commission; or
 - (vi) The owner of the property that is the subject of the application or an authorized agent of the owner.
- 2. The property that is the subject of the application must have a minimum land area of at least two acres or must be extending an existing district boundary
- c. **Determination of Application Completeness**
Required (see Sec. 17-2.4(d), Determination of Application Completeness).
- d. **Staff Review and Action**
Required (see Sec. 17-2.4(e), Staff Review and Action).
- e. **Scheduling of Public Hearing and Public Notification**
Required (see Sec. 17-2.4(f), Scheduling of Public Hearing and Public Notification).
- f. **Advisory Body Review and Recommendation**
Required (see Sec. 17-2.4(g), Advisory Body Review and Recommendation).
 - 1. Within 30 days from the date that an application is referred to it, the Planning Commission shall submit its report and recommendation to the City Council. The recommendation of the Planning Commission shall be advisory only. If the Planning Commission does not submit its report within the prescribed time, the City Council may proceed to act on the proposed amendment without further awaiting the recommendations of the Planning Commission.
 - 2. The Planning Commission's recommendation shall address:
 - (i) Whether the application complies with Sec. 17-2.5(c)(4), Zoning Map Amendment Decision Standards;
 - (ii) The need and justification for the change;
 - (iii) The effect of the change, if any, on the property and on surrounding neighborhoods; and
 - (iv) The relationship of the proposed zoning map amendment to the purposes of the general planning program, with appropriate consideration as to whether the proposed change will further the purposes of this Ordinance and the Comprehensive Plan.
 - 3. If the proposed zoning map amendment involves the establishment or a change in the boundaries of a design district in which the standards and procedures in Sec. 17-2.5(h), Certificate of Design Approval – Design Districts, apply, the **Design-Development Review Commission U/DRC** shall, prior to the Planning Commission's review of the proposed

Article 2: Administration

Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards

(c) Zoning Map Amendment

amendment, if practicable, review the application and prepare a report that includes:

- (i) A recommendation for the design district boundary location; and
- (ii) A recommendation for general standards for urban design control and other regulatory standards for the design district consistent with the purposes of this Ordinance.

4. If the proposed zoning map amendment involves the establishment or a change in the boundaries of the Historic Preservation Overlay district, the ~~Design Development Review Commission~~ HP/DRC shall, prior to the Planning Commission's review of the proposed amendment, if practicable, review the application and prepare a report that includes:

- (i) A recommendation for the location of the overlay district boundary; and
- (ii) A recommendation for general standards for urban design, historic preservation control, and other regulatory standards, consistent with the general purpose of the Historic Preservation Overlay and the differences in significance and purpose between landmarks, landmark districts, architectural conservation districts, historic commercial districts, and protection areas, as set forth in Sec. 17-3.7(i), OV-HP: Historic Preservation Overlay District:_____.

g. Decision-making Body Hearing, Review, and Decision

Required (see Sec. 17-2.4(h), Decision-Making Body Hearing, Review, and Decision).

1. The City Council shall review and make a decision on the application in accordance with Sec. 17-2.5(c)(4), Zoning Map Amendment Decision Standards, within 180 days after the public hearing on the application. If no action is taken by the City Council within 180 days after the public hearing, the proposed amendment shall be considered disapproved. The City Council's decision shall be one of the following:
 - (i) Adopt by ordinance the proposed zoning map amendment;
 - (ii) Adopt by ordinance a revised zoning map amendment, only if the revisions are first submitted to the Planning Commission for review and recommendation in accordance with State law; or
 - (iii) Deny the proposed zoning map amendment.
2. If the City Council's adoption of the zoning map amendment involves the establishment or a change in the boundaries of a design district in which the standards and procedures in Sec. 17-2.5(h), Certificate of Design Approval – Design Districts, apply, or the establishment or a change in the boundaries of the Historic Preservation Overlay district, any corresponding establishment or amendment of the standards and

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Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards

(c) Zoning Map Amendment

design guidelines for the district that are recommended by the ~~DOR~~CHP/DRC shall be adopted by the City Council by ordinance, concurrently with the zoning map amendment, as an amendment to the text of this ordinance. Such amendment to the text of this Ordinance shall incorporate the standards and design guidelines in whole or by reference and may include other provisions determined by the City Council to be appropriate.

h. Notification to Applicant of Decision

Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).

i. Appeal

Optional (see Sec. 17-2.4(j), Appeal).

j. Designation on Official Zoning Map

If a zoning map amendment is adopted by the City Council, the ZA shall place the amendment on the Official Zoning Map within a reasonable period of time after its adoption.

(4) Zoning Map Amendment Decision Standards

The advisability of amending the Official Zoning Map is a matter committed to the legislative discretion of the City Council and is not controlled by any one factor. In determining whether to adopt or disapprove a proposed zoning map amendment, the City Council may consider many factors, including but not limited to whether, and the extent to which, the proposed amendment:

1. Is consistent with the goals and policies of the Comprehensive Plan and other applicable plans and planning documents adopted by the City;
2. Would allow a range of uses that are compatible with the uses allowed on other property in the immediate vicinity;
3. Is appropriate for the land;
4. Addresses a demonstrated community need;
5. Is consistent with the overall zoning program as expressed in future plans for the City;
6. Would avoid creating an inappropriately isolated zoning district unrelated to adjacent and surrounding zoning districts;
7. Would allow the subject property to be put to a reasonably viable economic use;
8. Would result in development that can be served by available, adequate, and suitable public facilities (e.g., streets, potable water, sewerage, stormwater management);
9. Would avoid creating significantly adverse impacts on the natural environment, including but not limited to water, air, noise, stormwater

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(g) Certificate of Design Approval – Historic Districts and Landmarks**

- (i) Repairs to individually designated landmarks which utilize large quantities of replacement material;
- (ii) Major alterations which alter the exterior appearance or materials of individually designated landmarks and contributing historic buildings in landmark districts, architectural conservation districts, historic commercial districts, and protection areas;
- (iii) New construction in the Historic Preservation Overlay district which is visible from the street;
- (iv) Signage for all individually designated landmarks;
- (v) Demolition of all contributing historic buildings and all individually designated landmarks, except that listed in subsection a above;
- (vi) Site improvements for individually designated landmarks;
- (vii) Relocation of contributing buildings and landmarks; and
- ~~(viii)~~ Development identified as requiring review by the ~~DDRC~~HP/DRC in the applicable adopted standards and guidelines.
- ~~(viii)~~(ix) Change to an approved design which substantially changes a feature or features reviewed and approved by the HP/DRC.

(4) Procedure for Minor Certificate of Design Approval – Historic Districts and Landmarks

Figure 17-2.5(g)(4) identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to applications for a Minor Certificate of

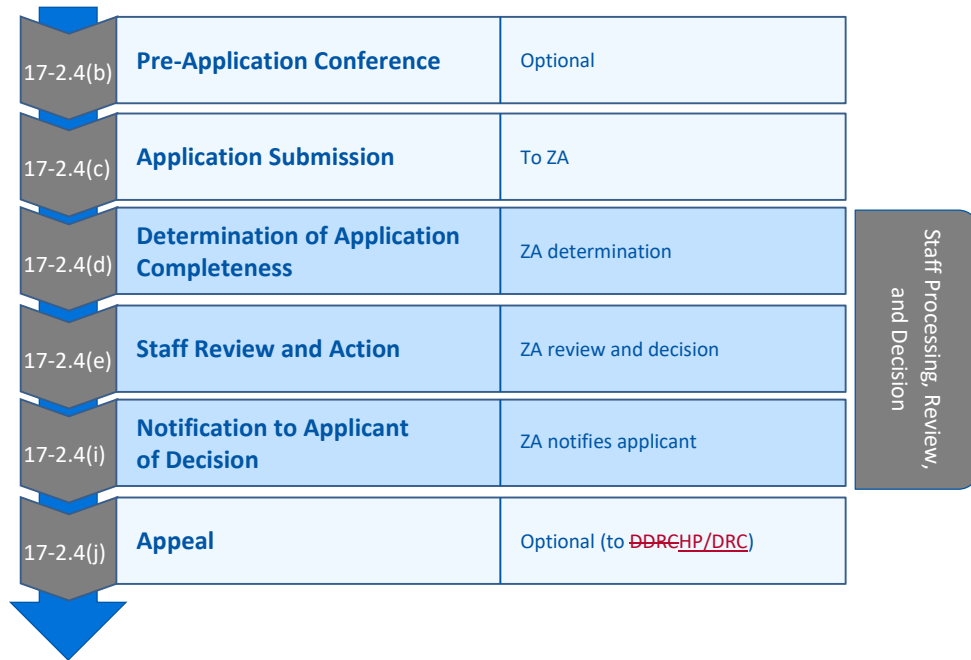
Article 2: Administration

Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards

(g) Certificate of Design Approval – Historic Districts and Landmarks

Design Approval – Historic Districts and Landmarks. Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(g)(4): Summary of Minor Certificate of Design Approval – Historic Districts and Landmarks Procedure



- a. **Pre-Application Conference**
Optional (see Sec. 17-2.4(b), Pre-Application Conference).
- b. **Application Submission**
Required (see Sec. 17-2.4(c), Application Submission).
- c. **Determination of Application Completeness**
Required (see Sec. 17-2.4(d), Determination of Application Completeness).
- d. **Staff Review and Action**
Required (see Sec. 17-2.4(e), Staff Review and Action). The ZA shall review and make a decision in whole or in part on the application in accordance with Sec. 17-2.5(g)(6), Decision Standards for Certificate of Design Approval – Historic Districts and Landmarks. The decision shall be one of the following:
 - (i) Approve the application as submitted;
 - (ii) Approve the application subject to conditions of approval; or
 - (iii) Deny the application.
- e. **Notification to Applicant of Decision**
Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(g) Certificate of Design Approval – Historic Districts and Landmarks****f. Appeal**

Optional (see Sec. 17-2.4(j), Appeal).

1. Appeal to ~~Design Development Review Commission~~HP/DRC

Any appeal of the ZA's decision to approve, approve subject to conditions, or deny an application for a Certificate of Design Approval – Historic Districts and Landmarks or portion thereof shall be to the Design Development Review Commission (~~DDRC~~HP/DRC).

2. Notice of Appeal

Within 30 days of receipt of notice of the ZA's decision, any party aggrieved by the decision may appeal the decision by submitting a notice of appeal to the ZA specifying the grounds of the appeal.

3. Transmittal of Record and Scheduling of Public Hearing

Upon receipt of the notice of appeal, the ZA shall forthwith transmit the notice of appeal and all papers constituting the record upon which the decision was made to the ~~DDRC~~HP/DRC and schedule a public hearing in accordance with Sec. 17-2.4(f), Scheduling of Public Hearing and Public Notification.

4. Hearing and Decision

- (i) The ~~DDRC~~HP/DRC shall conduct a public hearing, review the application and all relevant materials and testimony, and make one of the following decisions within a reasonable time:
 - (a) Affirm the decision being appealed (in whole or in part);
 - (b) Modify the decision being appealed (in whole or in part);
 - (c) Reverse the decision being appeals (in whole or in part); or
 - (d) Remand the matter to the ZA if the ~~DDRC~~HP/DRC determines that the record is insufficient for review.
- (ii) The ~~DDRC~~HP/DRC's final decision shall be in writing, with findings of fact and conclusions of law separately stated.

5. Rehearing on a Remanded Matter

If the ~~DDRC~~HP/DRC remands the matter to the ZA, it must at the same time set a rehearing on the remanded matter without further public notice for a time certain within 60 days unless otherwise agreed to by the parties. The ~~DDRC~~HP/DRC must maintain a list of persons who express an interest in being informed when the remanded matter is set for rehearing, and notice of the rehearing must be mailed to these persons prior to the rehearing. The ~~DDRC~~HP/DRC's rehearing shall be in accordance with subsection 4 above.

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Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards

(g) Certificate of Design Approval – Historic Districts and Landmarks

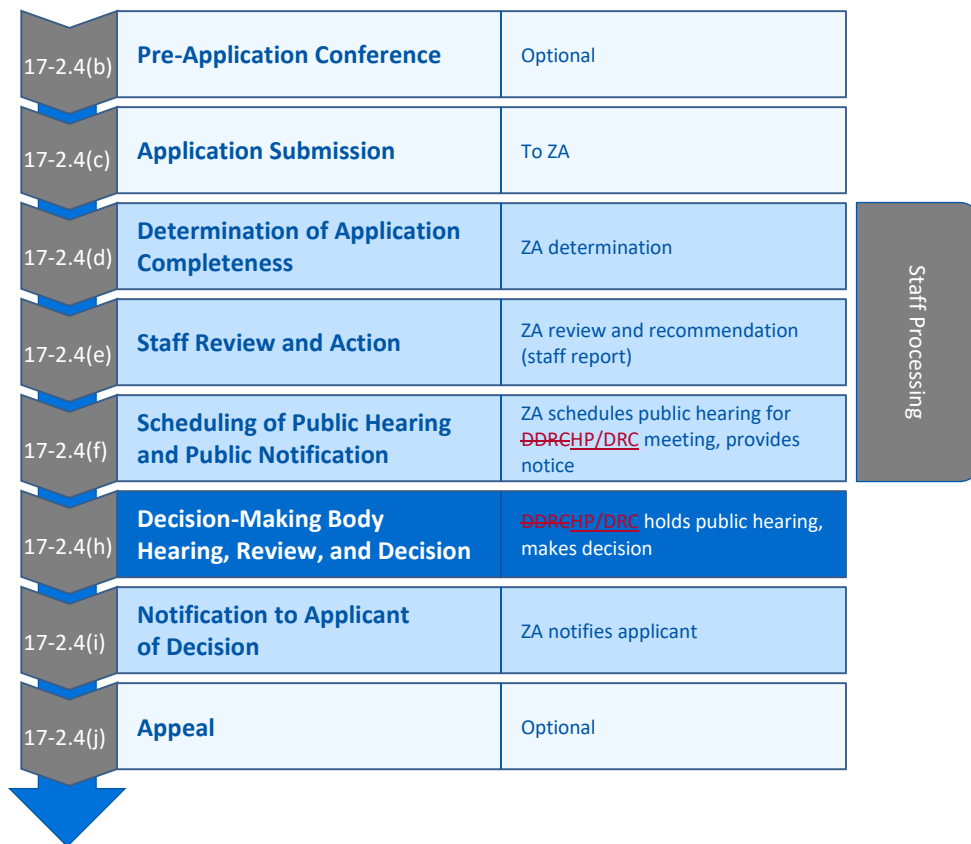
6. Further Appeal

Appeal from the ~~DORCHP/DRC~~'s decision on an appeal from the ZA's decision shall be to the County circuit court in accordance with S.C. Code § 6-29-900 et seq.

(5) Procedure for Major Certificate of Design Approval – Historic Districts and Landmarks

Figure 17-2.5(g)(5) identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to applications for a Major Certificate of Design Approval – Historic Districts and Landmarks. Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(g)(5): Summary of Major Certificate of Design Approval – Historic Districts and Landmarks Procedure



a. Pre-Application Conference

Optional (see Sec. 17-2.4(b), Pre-Application Conference).

b. Application Submission

Required (see Sec. 17-2.4(c), Application Submission).

c. Determination of Application Completeness

Required (see Sec. 17-2.4(d), Determination of Application Completeness).

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Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards

(g) Certificate of Design Approval – Historic Districts and Landmarks

d. Staff Review and Action

Required (see Sec. 17-2.4(e), Staff Review and Action).

e. Scheduling of Public Hearing and Public Notification

Required (see Sec. 17-2.4(f), Scheduling of Public Hearing and Public Notification).

f. Decision-making Body Hearing, Review, and Decision

Required (see Sec. 17-2.4(h), Decision-Making Body Hearing, Review, and Decision). The Design Development Review Commission (DDRCHP/DRC) shall review and make a decision in whole or in part on the application in accordance with Sec. 17-2.5(g)(6), Decision Standards for Certificate of Design Approval – Historic Districts and Landmarks. In its review of the application, the DDRCHP/DRC shall examine the architectural design, the exterior surface treatment, the arrangement and location of buildings and structures on the site in question and their relation to other buildings and structures within the district involved, and other pertinent factors affecting the appearance and efficient functioning of the district. The DDRCHP/DRC's decision shall be one of the following:

- (i) Approve the application as submitted;
- (ii) Approve the application subject to conditions of approval; or
- (iii) Deny the application.

g. Notification to Applicant of Decision

Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).

h. Appeal

Optional (see Sec. 17-2.4(j), Appeal). An appeal from the DDRCHP/DRC's decision may be made by any person having a substantial interest in the decision, or any officer or agent of the City, to the County Circuit Court in accordance with State law. The appeal shall be filed within 30 days after the affected party receives actual notice of the decision of the DDRCHP/DRC. The decision of the DRC is valid and actionable until it is overturned by a court of competent jurisdiction.

(6) Decision Standards for Certificate of Design Approval – Historic Districts and Landmarks

The ZA or the DDRCHP/DRC, as applicable, shall approve any application for a Certificate for Design Approval – Historic Districts and Landmarks that complies with the standards in this subsection.

a. General

1. No proposed building or structure shall be approved, separately or in relation to its premises as proposed to be arranged, landscaped or constructed, which would adversely affect the primary character of the district involved or the setting of public or quasi-public historical

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Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards

(g) Certificate of Design Approval – Historic Districts and Landmarks

buildings or landmarks on which public or private monies have been or are proposed to be spent.

2. No application shall be approved unless a determination is made that, considering the exterior appearance and arrangement of buildings, structures and premises in the district involved, approval of the application is consistent with the following purposes:
 - (i) To enhance the attractiveness and functioning of the district in keeping with its purpose and intent;
 - (ii) To encourage the orderly and harmonious development of the district; and
 - (iii) To enhance and protect the public and private investment and general value of lands and improvements within the district.
3. If, consistent with the standards in this subsection, the ~~DDRC~~HCP/DRC finds it desirable to impose less restrictive requirements on development than would otherwise apply in accordance with any other provision of this Ordinance, such deviation shall be referred to the Zoning Board of Adjustment for review as a Special Exception Permit.

b. Standards for Structure and Site Design

1. General

The decision on a Certificate of Design Approval – Historic Districts and Landmarks application shall be based upon the requirements set forth in the standards or design guidelines adopted by the City Council for the applicable Architectural Conservation District, Historic Commercial District, Protection Area, Landmark District, or Landmark.

2. Landmarks, Districts Lacking Established Standards, and Specified Districts

If the City Council has not established standards or design guidelines for the district involved, or if the application pertains to individual landmarks, the Governor's Mansion Protection Area, Elmwood Park Architectural Conservation District, or the Landmark District, the Secretary of the Interior's Standards for Rehabilitation, as amended and listed below (the "Standards"), shall serve as the basis for the ~~DDRC~~HCP/DRC's decision, taking into account the designation level of the landmark or district.

- (a) For landmark districts and individual landmarks, the historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
- (b) In architectural conservation districts and protection areas, the historic character of a district shall be retained and

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Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards

(g) Certificate of Design Approval – Historic Districts and Landmarks

- (c) The estimated market value of the property in its current condition; after demolition, after renovation of the existing property for continued use, and with proposed redevelopment;
 - (d) An estimate from an architect, developer, real estate consultant, appraiser, or other real estate professional experienced in rehabilitation as to the economic feasibility of rehabilitation or reuse of the existing structure(s) on the property;
 - (e) In a request for a demolition of a landmark, a detailed feasibility study of the property may be required that may include, but is not limited to, a market analysis, estimates for renovation by historic preservation specialists, a study for potential reuse alternatives, etc.
 - (f) Specific written substantiation of any current negotiations to sell, rent, or lease property, including all efforts to market and/or sell the property, how long it was listed, the price at which it was listed, and comparables in the market.
 - (g) All appraisals obtained within the previous two (2) years by the owner or applicant in connection with the purchase, financing or ownership of the property.
- (iii) The ~~DDRC~~DDRCHP/DRC or its staff may require the applicant to provide additional information dealing with the standards or the required application materials in this subsection.

d. Standards for Relocation

Like a demolition, the relocation of a historic building should be an action of last resort. When a structure is moved, the community loses a part of its history, which cannot be replaced. Accordingly, such requests are reviewed very deliberately and require detailed information.

- (i) A decision on a Certificate of Design Approval – Historic Districts and Landmarks application for the relocation of a building, structure, or object shall be based the following standards:
 - (a) A landmark or a contributing building, structure, or object shall not be relocated unless the ~~DDRC~~DDRCHP/DRC finds:
 - (a) Demolition of the building, structure, or object would be approved in accordance with Sec. 17-2.5(g)(6)c, Standards for Demolition, were it not for the relocation; or
 - (b) The applicant demonstrates the existence of the building, structure, or object is threatened by a severe environmental hazard.

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(h) Certificate of Design Approval – Design Districts**

- (b) Relocation of a noncontributing building, structure, or object shall be approved or disapproved in accordance with the standards in Sec. 17-2.5(g)(6)c, Standards for Demolition.
- (c) The relocation of a building, structure, or object into the Historic Preservation Overlay district is permitted only if it is determined that the relocated building, structure, or object will be in accordance with the guidelines that apply to new construction in the new location and will be appropriate for the proposed context.

e. Standards for Driveway and Vehicular Parking Area Design

The decision on a Certificate of Design Approval – Historic Districts and Landmarks application that involves construction or alteration of a driveway or other vehicular parking area that is located within a base residential zoning district along the primary frontage or secondary frontage of a lot shall be based on the following standards:

- (i) Unless a showing of extraordinary and exceptional conditions pertaining to the piece of property can be shown, the amount of allowable area paved for the use of a driveway or a vehicular parking area shall be limited to a width of 12 feet measured with a straight line that runs parallel to the front or secondary front lot line.
- (ii) The designated vehicular parking area or driveway shall be placed so as to minimize its visual impact on the primary structure.
- (iii) Driveways and vehicular parking areas shall be compatible with the existing building and the site and setting of the historic district, taking into account the level of designation. Unless other materials are approved by the ~~DDRCHP/DRC~~ after a finding of fact that the materials in question are historically correct for the subject property, materials shall be limited to:
 - (a) In a protection area: brick pavers, concrete pavers, granite, concrete, asphalt, sand, gravel, or crushed stone.
 - (b) In an architectural conservation district: brick pavers, granite and concrete.
 - (c) In a landmark district or for individual landmarks: brick pavers, granite and concrete..

(h) Certificate of Design Approval – Design Districts**(1) Purpose**

The purpose of this subsection is to establish a uniform mechanism for ensuring that proposed changes to exterior architectural features or attachments of appurtenances to structures within any design district is consistent with the standards that are specific to the district.

Article 2: Administration

Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards

(h) Certificate of Design Approval – Design Districts

- (c) Site improvements consisting of any change to the paving, steps, fencing or masonry walls;
- (d) Change in roof pitch;
- (e) Change in exterior materials; or
- (f) Addition of or modification to signage.

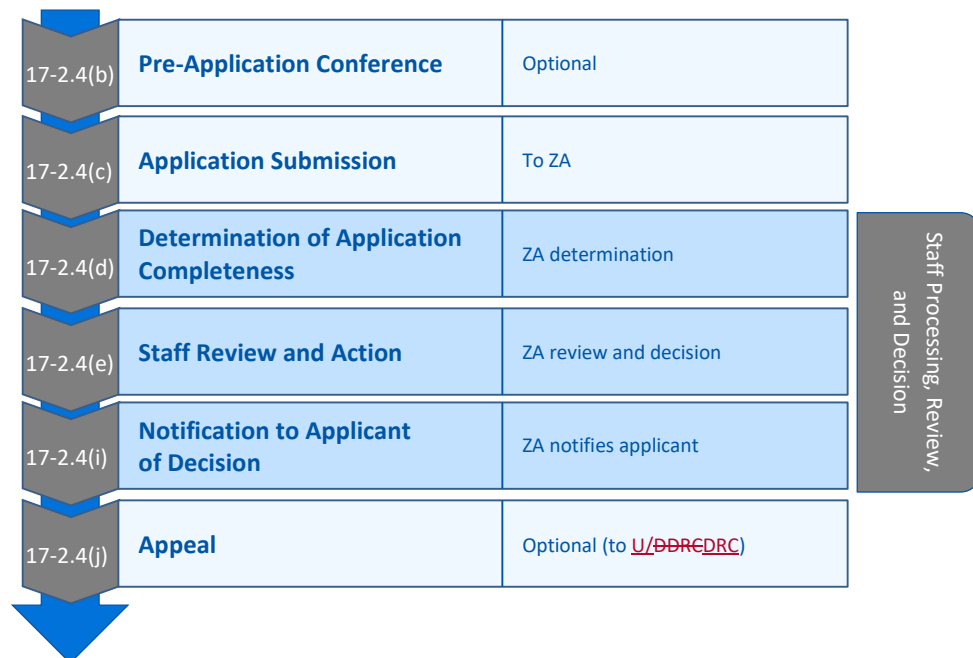
b. Major Certificate

An application for a Major Certificate of Design Approval – Design Districts shall be reviewed and decided in accordance with Sec. 17-2.5(j)(5), Procedure for Major Certificate of Design Approval – Design Districts, for any activity that requires a Certificate of Design Approval – Design Districts in accordance with Sec. 17-2.5(h)(2) above that is not listed in subsection a above ~~and, within the OV-NMC district, for any project involving the granting or establishment of a special exception, variance, or planned development, and any change to an approved design which results in a substantial change to a feature that was reviewed and approved by the U/DRC.~~

(4) Procedure for Minor Certificate of Design Approval – Design Districts

Figure 17-2.5(h)(4) identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to applications for a Minor Certificate of Design Approval – Design Districts. Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(h)(4): Summary of Minor Certificate of Design Approval – Design Districts Procedure



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Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards

(h) Certificate of Design Approval – Design Districts

a. Pre-Application Conference

Optional (see Sec. 17-2.4(b), Pre-Application Conference).

b. Application Submission

Required (see Sec. 17-2.4(c), Application Submission).

c. Determination of Application Completeness

Required (see Sec. 17-2.4(d), Determination of Application Completeness).

d. Staff Review and Action

Required (see Sec. 17-2.4(e), Staff Review and Action). The ZA shall review and make a decision in whole or in part on the application in accordance with Sec. 17-2.5(h)(6), Decision Standards for Certificate of Design Approval – Design Districts. The decision shall be one of the following:

- (i) Approve the application as submitted;
- (ii) Approve the application subject to conditions of approval; or
- (iii) Deny the application.

e. Notification to Applicant of Decision

Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).

f. Appeal

Optional (see Sec. 17-2.4(j), Appeal). Any appeal of the ZA's decision to approve, approve subject to conditions, or deny an application for a Certificate of Design Approval – Design Districts shall be to the Design Development Review Commission (U/DDRC/DRC).

1. Notice of Appeal

Within 30 days of receipt of notice of the ZA's decision, any party aggrieved by the decision may appeal the decision by submitting a notice of appeal to the ZA specifying the grounds of the appeal.

2. Transmittal of Record and Scheduling of Public Hearing

Upon receipt of the notice of appeal, the ZA shall forthwith transmit the notice of appeal and all papers constituting the record upon which the decision was made and schedule a public hearing in accordance with Sec. 17-2.4(f), Scheduling of Public Hearing and Public Notification.

3. Hearing and Decision

- (i) The U/DDRC/DRC shall conduct the public hearing, review the application and all relevant materials and testimony, and make one of the following decisions:
 - (a) Affirm the decision being appealed (in whole or in part);
 - (b) Modify the decision being appealed (in whole or in part);
 - (c) Reverse the decision being appealed (in whole or in part); or

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(h) Certificate of Design Approval – Design Districts**

(d) Remand the matter to the ZA if the U/DDRC/DRC determines that the record is insufficient for review.

(ii) The U/DDRC/DRC's final decision shall be in writing, with findings of fact and conclusions of law separately stated.

4. Rehearing on a Remanded Matter

If the U/DDRC/DRC remands the matter to the ZA, it must at the same time set a rehearing on the remanded matter without further public notice for a time certain within 60 days unless otherwise agreed to by the parties. The U/DDRC/DRC must maintain a list of persons who express an interest in being informed when the remanded matter is set for rehearing, and notice of the rehearing must be mailed to these persons prior to the rehearing. The U/DDRC/DRC's rehearing shall be in accordance with subsection 4 above.

5. Further Appeal

Appeal of the U/DDRC/DRC's decision on an appeal from the ZA's decision shall be to the County circuit court in accordance with S.C. Code § 6-29-900 et seq.

(5) Procedure for Major Certificate of Design Approval – Design Districts

Figure 17-2.5(h)(5) identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to applications for a Major Certificate of

Article 2: Administration

Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards

(h) Certificate of Design Approval – Design Districts

Design Approval – Design Districts. Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(h)(5): Summary of Certificate of Design Approval – Design Districts (Major) Procedure



- a. **Pre-Application Conference**
OV-DC Required. All others optional (see Sec. 17-2.4(b), Pre-Application Conference).
- b. **Application Submission**
Required (see Sec. 17-2.4(c), Application Submission).
- c. **Determination of Application Completeness**
Required (see Sec. 17-2.4(d), Determination of Application Completeness).
- d. **Staff Review and Action**
Required (see Sec. 17-2.4(e), Staff Review and Action).
- e. **Scheduling of Public Hearing and Public Notification**
Required (see Sec. 17-2.4(f), Scheduling of Public Hearing and Public Notification).

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(i) Site Plan****f. Decision-making Body Hearing, Review, and Decision**

Required (see Sec. 17-2.4(h), Decision-Making Body Hearing, Review, and Decision). The Design Development Review Commission (U/DDRC~~DRC~~) shall review and make a decision in whole or in part on the application in accordance with Sec. 17-2.5(h)(6), Decision Standards for Certificate of Design Approval – Design Districts. The U/DDRC~~DRC~~'s decision shall be one of the following:

- (i) Approve the application as submitted;
- (ii) Approve the application subject to conditions of approval; or
- (iii) Deny the application.

g. Notification to Applicant of Decision

Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).

h. Appeal

Optional (see Sec. 17-2.4(j), Appeal). An appeal from the U/DDRC~~DRC~~'s decision may be made by any person having a substantial interest in the decision, or any officer or agent of the City, to the County circuit court in accordance with S.C. Code § 6-29-900 et seq. The appeal must be filed within 30 days after the affected party receives actual notice of the decision of the U/DDRC~~DRC~~.

(6) Decision Standards for Certificate of Design Approval – Design Districts

An application for a Certificate of Design Approval – Design Districts shall be approved upon a finding that the proposed activity is in accordance with the design guidelines adopted by the City Council for the design district in which the proposed activity is located, either the Downtown Columbia Design Overlay, North Main Corridor Design Overlay, or Five Points Design Overlay.

(i) Site Plan**(1) Purpose**

The purpose of this subsection is to establish a uniform mechanism to ensure that the layout and general design of proposed development complies with the standards of this Ordinance and all other applicable City regulations.

(2) Applicability

- a. The procedures and standards in this subsection apply to the review of and decision on applications for Site Plan approval.
- b. Site Plan approval is required prior to the issuance of a Zoning Permit for any development, unless exempted in accordance with subsection c below.
- c. The following is exempted from the requirements of this subsection:
 - 1. Development on a single-family residential lot; and

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(y) Bailey Bill – Special Tax Assessment Created**

(y) Bailey Bill – Special Tax Assessment Created**(1) Purpose**

It is the purpose of this division to:

- a. Encourage the restoration of historic properties;
- b. Promote community development and redevelopment;
- c. Encourage sound community planning; and
- d. Promote the general health, safety, and welfare of the community.

(2) Eligible Properties

In order to be eligible for the special tax assessment, historic properties must received preliminary and final certification.

- a. To receive preliminary certification a property must meet the following conditions:
 - (i) The property has received historic designation.
 - (ii) The proposed rehabilitation work receives approval from the ~~Design/Development~~ Review Commission (~~HP/DRCDDRC~~). ____
- b. To received final certification, a property must have met the following conditions:
 - (i) The property has received preliminary certification.
 - (ii) The minimum expenditures for rehabilitation were incurred and paid.
 - (iii) The completed rehabilitation received approval from the secretary to the ~~HP/DDRCDDRC~~ as being consistent with the plans approved by ~~HP/DDRCDDRC~~ as part of preliminary certification

Article 2: Administration

Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards

(y) Bailey Bill – Special Tax Assessment Created

features to protect the historic integrity of the historic property and its environment.

- (viii) New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

b. Work to be reviewed:

- (i) Repairs to the exterior of the designated building.
- (ii) Alterations to the exterior of the designated building.
- (iii) New construction on the property on which the building is located.
- (iv) Alterations to interior primary public spaces.
- (v) Any remaining work where the expenditures for such work are being used to satisfy the minimum expenditures for rehabilitation.

c. Minimum expenditures for rehabilitation means the owner or the owner's estate rehabilitates the building, with expenditures for rehabilitation exceeding 20 percent of the fair market value of the building. Fair market value means the appraised value as certified to the ~~HP/DDRCDRC~~ by a real estate appraiser licensed by the State of South Carolina, the sales price as delineated in a bona fide contract of sale within 12 months of the time it is submitted, or the most recent appraised value published by the Richland County Tax Assessor.

d. Expenditures for rehabilitation means the actual cost of rehabilitation relating to one or more of the following:

- (i) Improvements located on or within the historic building as designated.
- (ii) Improvements outside of but directly attached to the historic building which are necessary to make the building fully useable (such as vertical circulation) but shall not include rentable/habitable floorspace attributable to new construction.
- (iii) Architectural and engineering services attributable to the design of the improvements.
- (iv) Costs necessary to maintain the historic character or integrity of the building.

e. The special tax assessment may apply to the following:

- (i) Structure(s) rehabilitated.
- (ii) Real property on which the building is located.

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards**

(y) Bailey Bill – Special Tax Assessment Created

- f. To be eligible for the special tax assessment, rehabilitation must be completed within two years of the preliminary certification date. If the project is not complete after two years, but the minimum expenditures for rehabilitation have been incurred, the property continues to receive the special assessment until the project is completed or until the end of the special assessment period, whichever shall first occur.

(5) Process

- a. There is a fee of \$150.00 required for final certification for each application for review of rehabilitation work of single-family and/or duplex structures and \$300.00 for all other structures. Fees are payable to the City of Columbia, and final certification will not be given without payment of this fee.
- b. Owners of property seeking approval of rehabilitation work must submit a rehabilitation historic property application with supporting documentation and application fee prior to beginning work.
- c. Upon receipt of the completed application, the proposal shall be placed on the next available agenda of the HP/DDRCDRC to determine if the project is consistent with the standards for rehabilitation. After the HP/DDRCDRC makes its determination, the owner shall be notified in writing. Upon receipt of this determination the owner may:
 - (i) If the application is approved, begin rehabilitation;
 - (ii) If the application is not approved, he may revise such application in accordance with comments provided by the HP/DDRCDRC.
- d. Once preliminary certification is granted to an application, substantive changes must be approved by the HP/DDRCDRC. Unapproved substantive changes are conducted at the risk of the property owner and may disqualify the project from eligibility. Additional expenditures will not qualify the project for an extension on the special assessment.
- e. Upon completion of the project, the project must receive final certification in order to be eligible for the special assessment. The secretary to the HP/DDRCDRC will inspect completed projects to determine if the work is consistent with the approval granted by the HP/DDRCDRC. Final certification will be granted when the completed work meets the Standards and verification is made that expenditures have been made. Upon receiving final certification, the property will be assessed for the remainder of the special assessment period on the fair market value of the property at the time the preliminary certification was made or the final certification was made, whichever occurred earlier.
- f. For the remainder of the special assessment period after final certification, the property owner shall notify the HP/DDRCDRC of any additional work, other than ordinary maintenance. The HP/DDRCDRC will review the work at a regularly scheduled hearing and determine whether the overall project is

Article 2: Administration

Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards

(y) Bailey Bill – Special Tax Assessment Created

consistent with the standards for rehabilitation. If the additional work is found to be inconsistent the property owner may withdraw his request and cancel or revise the proposed additional work.

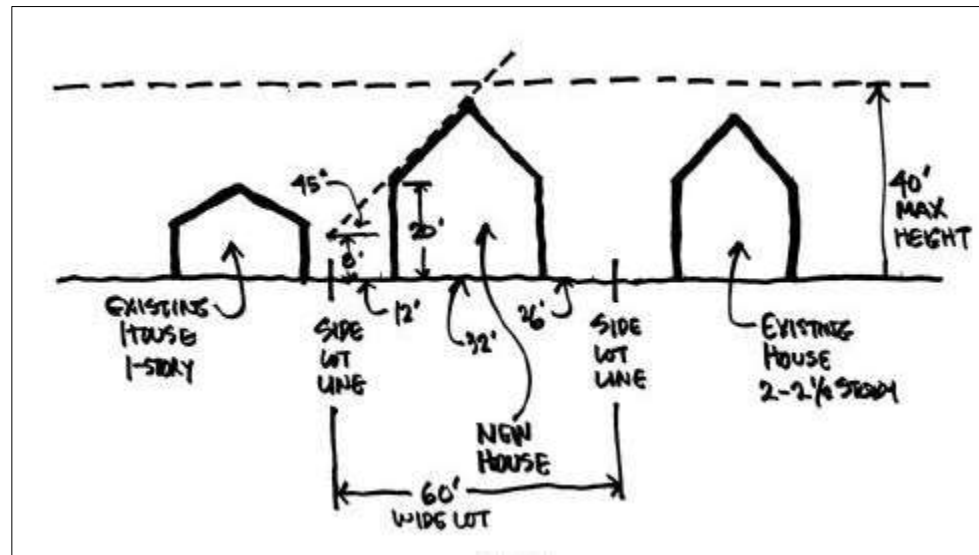
- g. When the property has received final certification and has been assessed as rehabilitated historic property, it remains so certified and must be granted the special assessment until the property becomes disqualified by any one of the following:
 - (i) Written notice from the owner to the ~~HP/DDRCDRC~~ and the auditor requesting removal of the preferential assessment;
 - (ii) Removal of the historic designation by City Council; or
 - (iii) Rescission of the approval of rehabilitation by the ~~HP/DDRCDRC~~ because of alterations or renovation by the owner or the owner's estate which causes the property to no longer possess the qualities and features which made it eligible for final certification.
- h. The City shall, upon final certification of a property, notify the Richland County Assessor, Auditor and Treasurer that such property has been duly certified and is eligible for the special tax assessment.
- i. If an application for preliminary or final certification is filed by May 1 or the preliminary or final certification is approved by August 1, the special assessment authorized herein is effective for that year. Otherwise, it is effective beginning with the following year.
 - (i) The special assessment only begins in the current or future tax years as provided for in this section. In no instance may the special assessment be applied retroactively.
- j. Once the ~~HP/DDRCDRC~~ has granted the special property tax assessments authorized herein, the owner of the property shall make application to the Richland County Auditor for the special assessment provided for herein.

Article 3: Zoning Districts

Sec. 17-3.7. Overlay Districts

(k) OV-CCP: Community Character Protection Overlay District

Figure 17.3.7(l)(3)e: Maximum Height



(4) Limits to Demolition

a. General

1. The City shall not issue a demolition or relocation permit for any structure fifty (50) years old or more within any geographic area to which this overlay applies without prior review and approval by the ~~design-Design development review-Review commission-Commission~~ [MA14]([HP/DDRC/DRC](#)).
2. The following demolitions and relocations are exempt from this section:
 - (i) Structures deemed noncontributing by City staff as determined by criteria in c.2(i) below.
 - (ii) Partial demolitions where City staff determines that the portion of the structure to be demolished does not contribute to the design integrity of the structure.
 - (iii) The structure poses an immediate threat to the public safety as determined by the Building Official.
3. The age of the structure shall be established by the records maintained by the Richland County Assessor's Office. If the age of the structure cannot be established by the records maintained by the Assessor's Office, the applicant for a demolition or relocation permit shall present other documentation to the City to establish the age of the structure.

b. Public Notice Requirement

The property upon which the structure is located shall be posted with notice of the application to demolish or relocate at least 15 days prior to the consideration by the [HP/DDRC/DRC](#).

Article 3: Zoning Districts

Sec. 17-3.7. Overlay Districts

(k) OV-CCP: Community Character Protection Overlay District

c. Review by HP/DDRCDRC

1. The HP/DDRCDRC shall approve a request for demolition or relocation only if it finds one or more of the following:
 - (i) The physical integrity of the structure is compromised to such a degree that it is no longer salvageable and/or represents a hazardous or unsafe condition.
 - (ii) The structure does not contribute to the historical architectural character of the district.
 - (iii) The structure or property cannot be put to any reasonable economic beneficial use for which it is or may otherwise be adapted without approval of demolition.
2. For applications to demolish or relocate a structure, the HP/DDRCDRC shall apply the following criteria for review:
 - (i) Determination of the architectural significance and whether it contributes to the character of the district. The Commission shall consider the structure in relation to the street and the district as a whole. The architectural significance is defined by being fifty (50) years or older and meeting at least one of the following criteria:
 - (a) Individually listed in or has been determined eligible for listing in the National Register of Historic Places.
 - (b) Contributes to a Historic District listed in the National Register of Historic Places.
 - (c) A building which exemplifies an architectural style or type characterized by innovation, rarity, uniqueness, or overall quality of design, detail, materials, or craftsmanship.
 - (d) An excellent example of a style or type of building which is rare within Columbia or its historic context.
 - (e) The significant work of an architect or builder of local, regional, or national importance.
 - (ii) The existing structural condition as assessed by a licensed engineer or architect with experience in historic rehabilitation projects.
 - (iii) A determination of the building use and economic viability. The applicant shall submit information, prepared by qualified professionals, sufficient to demonstrate the following:
 - (a) The current use does not generate a reasonable economic return;
 - (b) The appropriate and reasonable alternate uses in the building could not generate a future reasonable economic return; and

Article 3: Zoning Districts**Sec. 17-3.7. Overlay Districts****(m) OV-HSV: Height and Setback View Corridor Protection Overlay District****(m) OV-HSV: Height and Setback View Corridor Protection Overlay District****(1) Purpose:**

The purpose of the Height and Setback View Corridor Protection Overlay (OV-HSV) District is to support the goals of the area plans with regard to compatible height and setbacks as identified through area plans.

(2) Applicability

- a. The standards and requirements in this section apply to development located in the OV-HSV District.
- b. The OV-HSV District consists of two types of sub-districts: height overlay sub-districts (Height Districts) and setback overlay sub-districts (Setback Districts).

(3) Height Overlay Sub-districts (Height Districts)

The requirements of this section have resulted from a contextual study of building height and architectural patterns in the mapped height overlay sub-district (Height District). The requirements of this section reflect the predominant building height trends of the areas to which they are applied, and reinforce the principles cited in the adopted plans for each area. The requirements of this section are intended to clarify acceptable heights of buildings in areas of the City that have been assigned a Height District. ~~The Design Development Review Commission(HP/DDRCDDRC)~~ may adjust heights in defined Height Districts in limited circumstances when based on architectural merit.

a. General Requirements

1. A Height District shall have heights measured in stories or feet, as specified.
2. For maximum height specified in feet, the measurement shall be taken from the highest curb elevation adjacent to the site to the highest point of the structure. For maximum height specified in stories, the measurement shall be taken from the main floor finished elevation.
3. Where heights are specified in stories or feet, the measurement shall be from finished floor to finished floor.
4. Any area under a structure in excess of six feet shall be counted as a story.
5. The ~~HP/DDRCDDRC~~ is empowered to require a downward adjustment of one-half story in the number of stories based on the number of stories of structures that predominate in the structure's immediate surroundings.
6. Floors shall be measured in the following manner:
 - (i) The maximum height of any residential floor shall be 12 feet, unless otherwise specified. Any dimension above this shall

Article 3: Zoning Districts

Sec. 17-3.7. Overlay Districts

(m) OV-HSV: Height and Setback View Corridor Protection Overlay District

constitute a second floor. The ~~HP/DDRC/DRC~~ may grant a waiver up to 14 feet on the first or second floor, based on architectural merit and context.

- (ii) The minimum height of any residential floor shall not be less than 10 feet; however, there is no minimum height for floors in a single family residence, duplex or townhouse.
 - (iii) The maximum height of any nonresidential first floor shall be 20 feet, unless otherwise specified. Any dimension above this height shall constitute a second floor. The Design ~~Development~~ Review Commission may grant a waiver up to 25 feet on the main floor based on architectural merit and context.
 - (iv) The minimum height of any nonresidential floor shall not be less than 14 feet, unless otherwise specified.
7. The ~~HP/DDRC/DRC~~ is empowered to require downward adjustments to floor heights, based on context of the structure with its immediate surroundings.
 8. Appurtenances to a building shall not be permitted to exceed the maximum height, unless otherwise specified.
 9. If any portion of a structure subject to the jurisdiction of the ~~HP/DDRC/DRC~~ is within 50 feet of a designated landmark, such portion of that structure shall not exceed the height of such existing structures unless approved by the ~~HP/DDRC/DRC~~ based on architectural merit and context.
 10. Mechanical equipment on a roof shall be visually screened from the street with parapets or other types of visual screens of the minimum height necessary to conceal the same. The equipment shall be screened from view from surrounding streets within 1,000 feet of the equipment.
 11. Parking garages shall not exceed the height of the principal building on the site. Parking garages shall not be constrained by floor to floor height requirements, but stand-alone and integrated parking garages shall appear from the street to conform to the number of stories permitted in the height district in which it is located.
 12. In a Height District where additional height may be awarded on the basis of architectural merit and context, if the property is not subject to the jurisdiction of the ~~HP/DDRC/DRC~~ through other sections of this Ordinance, the owner requesting the additional height must submit the plans to the ~~HP/DDRC/DRC~~. An applicant seeking modification based upon architectural merit and context shall provide studies and drawings as requested by the ~~HP/DDRC/DRC~~.
 13. Communication towers shall not exceed the maximum building height limits of Height Districts that include a maximum height limit in feet, or

Article 3: Zoning Districts

Sec. 17-3.7. Overlay Districts

(m) OV-HSV: Height and Setback View Corridor Protection Overlay District

a height limit equal to 10 feet per story for Height Districts that do not specify a maximum height in feet.

14. "Architectural merit" means a project that reflects exemplary architectural and urban design, utilizes the highest level of materials and finishes and contributes to the public realm.

b. OV-HSV H80/30: Height District 80/30.

1. In all areas mapped with this Height District, the following standards apply:
 - (i) There shall be no structure, including appurtenant parts of a structure, except for elevator penthouses or mechanical penthouses, exceeding a height of 80 feet, nor shall any structure fronting on any street be lower than the height of 30 feet.
 - (ii) All portions of a structure above the 55 foot level shall be set back at least 25 feet from all street right-of-way lines.

(4) Setback Overlay Sub-districts (Setback Districts).

The requirements of this section have resulted from a contextual study of building setbacks and urban design goals in the mapped setback overlay sub-district (Setback District). The requirements of this section reflect the predominant setback trends of the areas and urban design principles cited in the adopted plans for each area. The requirements of this section are intended to clarify acceptable setbacks and build to lines of buildings in areas of the City that have been assigned a Setback District. The ~~U/DDRC/DRC~~ may adjust setbacks in defined Setback Districts in limited circumstances when based on architectural merit.

a. General requirements:

1. The ~~U/DDRC/DRC~~ is empowered to require an adjustment of ½ the maximum requirement based upon analysis of the immediate surroundings and Architectural merit.
2. "Architectural merit" means a project that reflects exemplary architectural and urban design, utilizes the highest level of materials and finishes and contributes to the public realm.

b. OV-HSV S8/10: Setback District 8-10

In order to encourage a well defined public realm and to provide a buffer for pedestrians between the curb line and the sidewalk zone of not less than 8 feet, the follow standards apply in the OV-HSV S8/10 Setback District:

1. No structure, including appurtenant parts of a structure, except for balconies and Juliet balconies, shall be placed within eight feet the property line fronting Huger Street, and no structure shall be place more than ten feet from the property line fronting Huger Street.
2. Minimum front yards shall be used for wider sidewalks, trees, and other amenities coordinating with urban design standards of the district.

Article 5: Development Standards**Sec. 17-5.10. Signs****(c) Standards**

the ~~HP/DDRCDRC~~ issues a Certificate of Design Approval – Historic Districts and Landmarks, finding that the sign conforms to at least one of the guidelines for retaining historic signs listed within "The Preservation of Historic Signs" Preservation Brief, issued by the National Park Service, U.S. Department of the Interior.

(6) Permanent Signs**a. General Standards for Permanent Signs****1. Maximum Total Display Surface Area**

Unless otherwise expressly stated in this Section, the total maximum display surface area of all permanent signs shall be as listed in Table 17-5.10(c)(6)a.1: Total Maximum Display Surface Area of Permanent Signs, for the zoning district in which the lot is located.

TABLE 17-5.10(C)(6)A.1: TOTAL MAXIMUM DISPLAY SURFACE AREA OF PERMANENT SIGNS		
ZONING DISTRICT AND LOT CONFIGURATION		MAXIMUM DISPLAY SURFACE AREA
Any Residential base district		On each street frontage: 20 square feet [1]
O-I, NAC, MU-1	Lot containing multiple establishments and multiple storefronts	For each storefront: one square foot for each linear foot of building frontage of the principal building occupied by the storefront
	Any other lot	On the lot: 150 square feet plus one square foot for each linear foot of building frontage of the principal building in excess of 150 feet that has a principal entrance
MU-2, GC, DAC, MC, CAC, RAC any Institutional and Campus district	Lot containing multiple establishments and multiple storefronts	For each storefront: two square foot for each linear foot of building frontage of the principal building occupied by the storefront
	Any other lot	On the lot: 300 square feet plus two square feet for each linear foot of building frontage of the principal building in excess of 150 feet that has a principal entrance
Any Industrial district	Lot containing multiple establishments and multiple storefronts	For each storefront: one square foot for each linear foot of building frontage of the principal building occupied by the storefront
	Any other lot	On the lot: 500 square feet plus 1.5 square feet for each linear foot of building frontage of the principal building in excess of 500 feet that has a principal entrance
NOTES:		
[1] For each street frontage, an additional 20 square feet of display surface area is allowed for a sign containing changeable copy.		

2. Maximum Number of Signs

The maximum number of permanent signs permitted for each street frontage for each business located on a lot shall be as listed in Table 17-5.10(c)(6)a.2: Maximum Number of Signs Per Street Frontage.

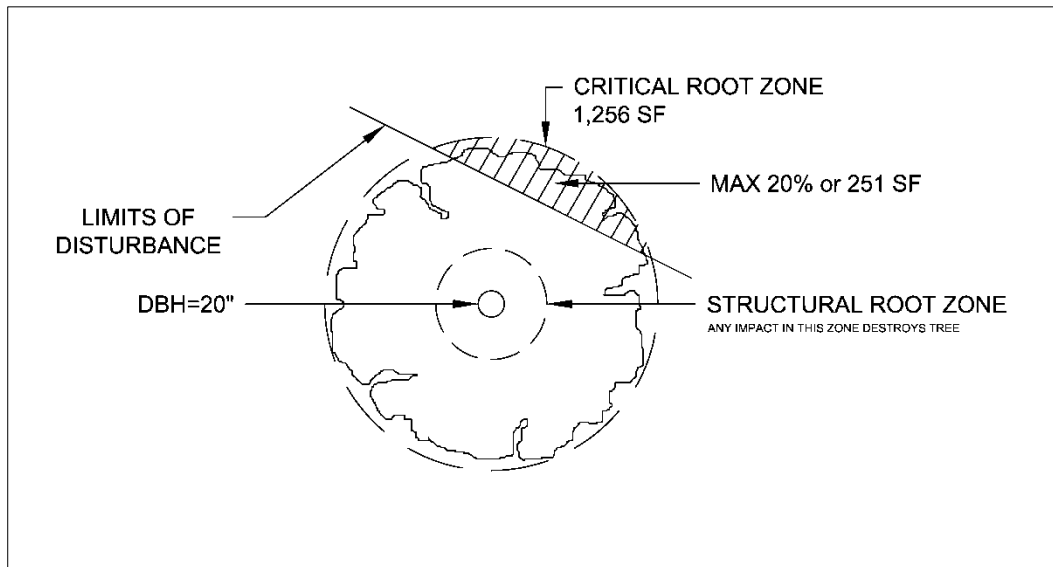
Article 9: Definitions and Rules of Measurement

Sec. 17-9.4. Definitions

(b) Interpretation of Unlisted Uses

CRITICAL ROOT ZONE, NET

In urban environments where root zones may sometimes be obstructed with barriers, i.e. roads and building foundations, etc., the root zone may be reduced in size. The reduced root zone after impact is called the Net Critical Root Zone and is used to determine whether a tree is saved or lost. In order for a tree to be preserved, the net critical root zone may be no greater than 20 percent.



CUL-DE-SAC

A street having one end open to traffic and the other end terminated by a vehicular turnaround; a dead-end street.

DAMAGE OR ABUSE (TO VEGETATION)

Any intentional or negligent act that endangers survivability of a tree or other plant material, including but not limited to, such damage inflicted upon the root system of a tree by application of toxic substances, the operation of machinery, the change of natural grade by excavation or filling above the root system or around the trunk of a tree, pruning, damages from injury or fire inflicted on trees that result in or permit pest infestation, or actual cutting of the tree.

DATUM

The term "the datum" used in Sec. 17-3.7(c), OV-A: Airport Safety Overlay District, shall mean sea level elevation unless otherwise specified.

DBH

See "Diameter-at-Breast-Height (DBH)"

~~DDRC~~DRC

See "~~Design Development Review Commission.~~" Formerly known as the "DDRC" or Design Development Review Commission.

HP/DRC

Historic Preservation/Design Review Commission for Historic Districts and Landmarks (see Sec. 17-2.3(e)).

U/DRC

Urban Design Review Commission for Urban Design Districts (see Sec. 17-2.3(e)).

DECIDUOUS

A plant which sheds its foliage at the end of each growing season. Not evergreen.

DECORATIVE LIGHTING

Light fixtures used for decorative effects, like accent lights for buildings.

DEMOLITION

The razing of any exterior architectural feature or structure, including its ruin by neglect of necessary maintenance or repairs, or either.

DESIGN DEVELOPMENT REVIEW COMMISSION

The Design Development Review Commission of the City of Columbia, South Carolina (~~see Sec. 17-2.3(e)~~) to be superseded by the DRC when adopted.

DEVELOPER

Any person, including a governmental agency, undertaking development.

DEVELOPMENT AGREEMENT

See Sec. 17-2.5(f), Development Agreement.

DEVELOPMENT LOT AS A WHOLE

The entire parcel proposed for a two-family or townhouse development, containing all parcels proposed to be owned in common and all proposed individual lots under two-family or townhouse units.

DHEC

The South Carolina Department of Health and Environmental Control.

DIAMETER-AT-BREAST-HEIGHT (DBH)

The diameter of a tree measured in inches 54 inches above the ground. If the tree splits into multiple trunks at a height below 54 inches, but above the ground, the diameter is measured at the narrowest point beneath the split.

DISPLAY AREA

An outdoor area for storage or display of merchandise for sale or lease, whether permanent or temporary, containerized or openly displayed.

DISPLAY SURFACE AREA

That area of a sign including the entire area within a regular geometric shape or combination of regular geometric shapes enclosing all of the elements of informational or representational matter displayed, including blank masking or any surface shape intended to convey ideas, information or meaning. Sign support structures not bearing informational

Article 9: Definitions and Rules of Measurement**Sec. 17-9.4. Definitions****(b) Interpretation of Unlisted Uses**

MARQUEE

A permanent roofed structure attached to and supported by a building.

MASONRY WALL

A wall constructed of brick, stone or stucco.

MAXIMUM EXTENT PRACTICABLE

No feasible or practical alternative exists, as determined by the decision-maker, and all possible efforts to comply with the standards or regulation to minimize potential harmful or adverse impacts have been undertaken by an applicant. Economic considerations may be taken into account but shall not be the overriding factor in determining "maximum extent practicable."

MINOR ALTERATION

A change to a building or site that does not qualify as a major alteration, as determined by the Design ~~Development~~ Review Commission or the Land Development Administrator.

MIXED-USE DEVELOPMENT

A tract of land or structure developed for both residential and nonresidential uses. Such uses may be vertically integrated within a multi-story building or horizontally integrated within a single story building or on a lot or development site.

MOBILE HOME

A movable or portable dwelling unit over 32 feet in length and over eight feet in width, constructed to be towed on its own chassis, designed without a permanent foundation, and capable of supporting year round occupancy, which may include one more components that can be retracted for towing purposes and subsequently expanded, or which may consist of two or more units separately towable but designed to be joined into one integral unit. The term "mobile home" shall not include prefabricated, modular or unitized dwellings placed on permanent foundations, nor shall it include travel trailers, campers or similar units designed for recreation or other short term uses.

MODEL SALES HOME/UNIT

A dwelling, dwelling unit, or other marketable unit of a new development that is used for real estate sales or leasing activities associated with the development pending construction of the development and the initial sales of homes or units in the development.

MONOPOLE COMMUNICATION TOWER

A ground-mounted, pole-shaped, self-supporting tower that supports wireless communication antenna.

MULCH

A protective covering consisting of organic materials (layer of wood chips, pine straw, hay or other material) placed on the surface of the soil around plants to retain moisture, inhibit weeds growth, impede erosion, shield roots from freezing and aid in plant growth.

NATIVE SPECIES

A plant that is a part of the balance of nature that has developed over hundreds or thousands of years in a particular region or ecosystem. This includes species that are

Article 9: Definitions and Rules of Measurement

Sec. 17-9.4. Definitions

(b) Interpretation of Unlisted Uses

PUBLIC BICYCLE-SHARING SERVICE

A system operated under the auspices of a program administered and/or approved by the City of Columbia whose function is to provide the general public with opportunities to rent bicycles on a short-term basis for use within the city or region.

PUBLIC BICYCLE-SHARING STATION

A bicycle sharing facility placed or constructed by a Public Bicycle-Sharing Service on public or private property where bicycles are stored and from which members of the public may rent bicycles as part of a Public Bicycle-Sharing Service including objects or equipment necessary for or appurtenant to its operation.

PUBLIC HEARING

A meeting that is open to the public and advertised in advance as required by the S.C. Code and this Ordinance, at which members of the public are allowed to speak on the subject of the public hearing. Advisory and decision-making bodies are required to conduct public hearings before a decision is made on certain applications.

QUORUM

The minimum number of City Council, Planning Commission, Board of Zoning Appeals, Board of Zoning Appeals – Form-based Codes, or Design ~~Development~~ Review Commission members that must be present in order to conduct official business or take official action.

RAINWATER CISTERN OR BARREL

A catchment device to capture rain water from a roof or other surface before it reaches the ground, which may be either above or below ground level.

RECYCLING DROP-OFF STATION

A location providing designated containers (commonly known as drop-off stations) for the collection of recyclable materials. Materials are stored in containers temporarily until they are transported to a separate processing facility.

REGISTER OF DEEDS

The Register of Deeds for Richland County, South Carolina, or the Register of Deeds for Lexington County, South Carolina. May be abbreviated *ROD*.

REGULARLY

For purposes of Sec. 17-4.2(c)(3)d.5, Sexually-Oriented Businesses, the consistent and repeated doing of an act on an ongoing basis.

REGULATORY FLOOD

A flood that is expected to occur in the future and cause damage, based on past flooding events.

REGULATORY FLOOD PROTECTION ELEVATION

The elevation of the regulatory flood, which can be influenced by topography, anticipated hydraulic conveyance capacity, and encroachment into areas subject to flooding.

RELOCATION

For purposes of Sec. 17-2.5(g), Certificate of Design Approval – Historic Districts and Landmarks, the moving of a building, structure, or object on the same lot or to another lot.



MEETING DATE: January 6, 2026

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE to amend the definitions of Townhome, Multifamily, and Two-family Dwellings**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-095 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Article 9: Definitions and Rules of Measurement Sec. 17-9.3(a)(3)a

Proposal: Amend the Unified Development Ordinance, Chapter 17 – Article 9: Definitions and Rules of Measurement Sec. 17-9.3(a)(3)a. Household Living Uses, to clarify definitions of Townhome, Multifamily, and Two-family Dwellings.

Applicant: Andrew Livengood, Zoning Administrator

Staff Recommendation: Staff Sponsored

PC Recommendation: 10/09/2025; Approval (7-0)

First reading approval was given on December 16, 2025.

ATTACHMENTS:

- **#a:** 2025-095 - Chapter 17 article 9 Townhouses v2 (PDF)
- **#b:** TA-2025-0013_Townhomes_ZPH (PDF)

HISTORY:

12/16/25

Columbia City Council APPROVED ON FIRST READING

ORDINANCE NO.: 2025-095

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Article 9: Definitions and Rules of Measurement Sec. 17-9.3(a)(3)a

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2025, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Article 9: Definitions and Rules of Measurement, Sec. 17-9.3(a)(3)a is amended to read as follows:

Sec. 17-9.3 Use Classification and Interpretation (a) Principal Use Classification System (3) Residential Uses Classification

a. Household Living Uses

The Household Living Uses category includes use types providing for the residential occupancy of a dwelling unit by a single family. Tenancy is generally arranged on a month-to-month or longer basis. Use types include: live-work dwelling, mixed-use dwelling, multifamily dwelling, single-family detached dwelling, townhouse dwelling, two-family dwelling, and mobile home park. This use category does not include residential use types that generally involve some level of managed personal care for a larger number of residents (e.g., continuing care retirement community or residential care facility), which are categorized as Group Living Uses category. Accessory uses common to Household Living Uses include recreational activities, raising of domestic pets, hobbies, swimming pools, and parking of the occupants' vehicles. Some accessory uses (e.g., home occupations and accessory dwelling units) are subject to additional regulations (see **Error! Reference source not found., Error! Reference source not found.**).

1. Dwelling, live-work

A building or portion of a building combining a dwelling unit with an integrated work space principally used by one or more of the dwelling unit residents.

2. Dwelling, mixed-use

A building containing at least one dwelling unit and having its street-level frontage used exclusively for non-residential purposes, such as retail, office, or service related establishments.

3. Dwelling, multifamily

~~A building containing t~~Three or more dwelling units located on one lot, in either one building or a group of buildings, with each unit sharing common vertical walls and/or horizontal floors and ceilings with another dwelling unit. For the purposes of this Ordinance, "multifamily dwelling" includes apartments, ~~tenements~~, condominiums, cooperatives, single-family attached units not located on individual lots, and similar types of structures, but not townhouse dwellings.

4. Dwelling, single-family detached

A building containing exactly one dwelling unit, not physically attached to any other principal structure, and specifically excluding mobile homes.

5. Dwelling, townhouse

Three or more single-family attached dwelling units, each unit located on an individual lot and each with its own outside entrance, which share a common exterior wall and are joined together by fire resistive party walls extending at least from the lowest floor level to the roof. ~~Triplexes and quadraplexes are included in this definition.~~

6. Dwelling, two-family

A building, located on an individual lot, commonly known as a “duplex,” that contains exactly two dwelling units and is not physically attached to any other principal structure.

7. Mobile home park

A lot used, designed or intended to be used for the purpose of supplying parking space for two or more occupied mobile homes, and which includes buildings, structures, vehicles or enclosures used or intended to be used as part of that mobile home park. Sales or storage lots for unoccupied mobile homes are not considered to be mobile home parks.

b. Group Living Uses

The Group Living Uses category includes use types providing for the residential occupancy of a group of living units by persons who typically do not constitute a single family (but not always) and may receive some level of personal care. Individual living units often consist of a single room or group of rooms without

Requested by:

Assistant City Manager Palen

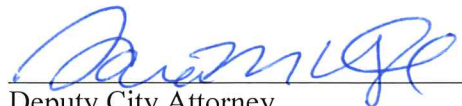
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:



CITY COUNCIL

November 18, 2025 at 4:00 P.M.

City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE Amend standards for duplexes and setbacks in RD-MV District

Proposal: Amend the Unified Development Ordinance, Chapter 17 – Article 9: Definitions and Rules of Measurement Sec. 17-9.3(a)(3)a. Household Living Uses, to clarify definitions of Townhome, Multifamily, and Two-family Dwellings.

Applicant: Andrew Livengood, Zoning Administrator

Staff Recommendation: Staff Sponsored

PC Recommendation: 10/09/2025; Approval (7-0)

DETAILS

The purpose of this amendment is to clarify several residential “Household Living Uses” definitions within the Unified Development Ordinance (UDO) – specifically, the definitions of dwelling, townhouse; dwelling, two-family; and dwelling, multifamily.

One goal and outcome of adopting the UDO was to expand the land available for residential development, and all three of these residential use types play an important part in supporting the availability of housing for our growing City. However, the current definitions, based on building type only, have led to some unintended outcomes - and projects intended as multifamily developments have been subject to requirements otherwise designed for individually owned one- and two-family developments.

For example:

- A multifamily development is required to provide 1.75 parking spaces per unit, but one comprised of townhome or duplex buildings is required to provide 2 parking spaces per unit.
- In some districts, a multifamily development is allowed, but townhomes or duplexes are not.
- In some districts, there is an established residential density, but townhomes and duplexes – intended to be built lots meeting a minimum size instead – are exempt.
- Because the existing land development requirements in the UDO anticipate that townhomes and duplexes would be built on individual lots, they are exempt from certain landscaping and land development requirements.

Amending these definitions will provide clarity to the development process while preserving the availability of housing types.

a. Use Classifications

Use Classifications are very broad and general (e.g., Residential Uses, Commercial Uses, and Industrial Uses).

b. Use Categories

1. Use Categories represent major subgroups of the use classifications that have common functional, product, or physical characteristics, such as the type and amount of activity, type of occupants or users/customers, or operational characteristics. For example, the Commercial Uses classification is divided into multiple use categories, including Retail Sales Uses and Eating and Drinking Establishment Uses.
2. Each use category is described in terms of the common characteristics of included uses (including common or typical accessory uses), examples of common use types included in the category, and, for a number of use categories, exceptions—i.e., those uses that might appear to fall within the use category, but are included in another use category.

c. Use Types

Use Types identify specific principal land uses whose characteristics are considered to fall within the various use categories. For example, arboretum or botanical garden, cemetery, and park or greenway are use types within the Parks and Open Space Use Category. Each use type is defined in this Section. While the Residential and Public, Civic, and Institutional use classifications tend to include relatively specific and well-defined use types, the Commercial and Industrial use classifications tend to include broader uses types, reflecting the wider range and ever-growing variety of commercial and industrial uses existing in the community.

(3) Residential Uses Classification**a. Household Living Uses**

The Household Living Uses category includes use types providing for the residential occupancy of a dwelling unit by a single family. Tenancy is generally arranged on a month-to-month or longer basis. Use types include: live-work dwelling, mixed-use dwelling, multifamily dwelling, single-family detached dwelling, townhouse dwelling, two-family dwelling, and mobile home park. This use category does not include residential use types that generally involve some level of managed personal care for a larger number of residents (e.g., continuing care retirement community or residential care facility), which are categorized as Group Living Uses category. Accessory uses common to Household Living Uses include recreational activities, raising of domestic pets, hobbies, swimming pools, and parking of the occupants' vehicles. Some accessory uses (e.g., home occupations and accessory dwelling units) are subject to additional regulations (see Sec. 17-4.3, Accessory Uses and Structures).

Article 9: Definitions and Rules of Measurement

Sec. 17-9.3. Use Classification and Interpretation

(a) Principal Use Classification System

1. Dwelling, live-work

A building or portion of a building combining a dwelling unit with an integrated work space principally used by one or more of the dwelling unit residents.

2. Dwelling, mixed-use

A building containing at least one dwelling unit and having its street-level frontage used exclusively for non-residential purposes, such as retail, office, or service related establishments.

3. Dwelling, multifamily

~~A building containing three or more dwelling units located on one lot, in either one building or a group of buildings, with each unit sharing common vertical walls and/or horizontal floors and ceilings with another dwelling unit.~~ For the purposes of this Ordinance, "multifamily dwelling" includes apartments, ~~tenements,~~ condominiums, cooperatives, ~~single-family attached units not located on individual lots,~~ and similar types of structures, but not townhouse dwellings.

4. Dwelling, single-family detached

A building containing exactly one dwelling unit, not physically attached to any other principal structure, and specifically excluding mobile homes.

5. Dwelling, townhouse

Three or more single-family attached dwelling units, each unit located on an individual lot and each with its own outside entrance, which share a common exterior wall and are joined together by fire resistive party walls extending at least from the lowest floor level to the roof. ~~Triplexes and quadraplexes are included in this definition.~~

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b. Group Living Uses

The Group Living Uses category includes use types providing for the residential occupancy of a group of living units by persons who typically do not constitute a single family (but not always) and may receive some level of personal care. Individual living units often consist of a single room or group of rooms without cooking and eating facilities (even though some do have



MEETING DATE: January 6, 2026

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-101 - Granting an encroachment to Shawn Eubanks for the use of the right of way area of the 6100 block of Hampton Leas Lane for the installation and maintenance of a wooden fence adjacent to 1 Copperfield Court, Richland County TMS# 13713-02-41

REQUISITION NO.: 2025-101

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

First reading approval was given on December 16, 2025.

ATTACHMENTS:

- **#a:** 2025-101 -1 Copperfield encroachment case packet(PDF)
- **#b:** 2025-101 -1 Copperfield encroachment (PDF)

HISTORY:

12/16/25

Columbia City Council APPROVED ON FIRST READING

**CITY COUNCIL
ENCROACHMENT SUMMARY
2025-101**



**6100 BLOCK OF HAMPTON LEAS LANE
ADJACENT TO 1 COPPERFIELD COURT
WOODEN FENCE**

Subject Property:	Right-of-way adjacent to 1 Copperfield Court
Council District:	3
Proposal:	The applicant is requesting an encroachment for installation and maintenance a wooden fence.
Applicant:	Shawn Eubanks
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for the installation and maintenance of a wooden fence measuring approximately six (6') feet in height one hundred twenty-five (125') feet in length adjacent to 1 Copperfield Court, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. If maintenance to storm drain running along property line within the right-of-way is needed in the future, grantee shall be required to remove the fence to allow access to the pipe. 9. If new gate is installed in the future, gate shall swing inward into property, not outward further into right-of-way.
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City of Columbia

This map was prepared using
the City GIS Viewer

City of Columbia - GIS Division

11/21/2025 1:47 PM



Building Footprint

Tax Parcel

Address Point

Dwelling Type

- Single Family
- Multi Unit
- Others
- InActive

Street & Ownership

CFCC,Ownership

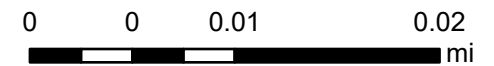
- Interstate
- Highway
- City Maintained
- State Maintained
- - Private
- Others

Columbia City Limits

NearMap Cache 2025

RGB

- Red: Band_1
- Green: Band_2
- Blue: Band_3



**CITY OF COLUMBIA
GIS DATA DISCLAIMER:**

The City of Columbia GIS data represented on this map or plan is the product of the compilation of data produced by others. It is provided for 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.



Permanent Encroachment

Application and Checklist

4. Project Description

Provide a brief description of the project and list all items that will be placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

I respectfully request an encroachment for a wooden fence along the Hampton Leas Lane side of my property.

The fence is necessary for several reasons:

First, my back yard contains a creek, surrounded in certain areas by slippery, rocky, and potentially dangerous terrain. It has not been uncommon to see neighborhood children wander onto the property (attracted by the creek/terrain). We are concerned that a fence is necessary to prevent potential injury to unexpected guests.

Second, we have young children (3yo and 1yo) who enjoy playing in the woods of our back yard. However, Hampton Leas Lane (which runs along our back yard) is the primary road for leaving our neighborhood. It is long, straight, and can be busy - and people often drive fairly fast down the road. While our children do not play outside unattended, a fence provides added peace of mind that our children are safe.

I am requesting approval for the fence to be built on the right of way because there are a significant number of large trees extending from my property into the right of way which would prevent a fence from enclosing my back yard and connecting to my neighbor's fence, unless I am allowed to build the fence beyond them in the right of way.

As far as the right-of-way land itself, I had been under the impression that it was part of our land, and I have been maintaining it since we moved in. I have cut back limbs and brush, and have planted (or attempted to plant) grass, and watered, mowed and edged the area.

To the extent that the right-of-way has been preserved for the purpose of potential widening of the road, it does not seem likely that it will ever need to be used for that purpose since Hampton Leas ends in a dead end, and the surrounding neighborhood is fully developed. The current road fulfills the traffic needs of the area.

For staff use only

Date received (M/D/Y): ____/____/____

By: _____



Permanent Encroachment

Application and Checklist

Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

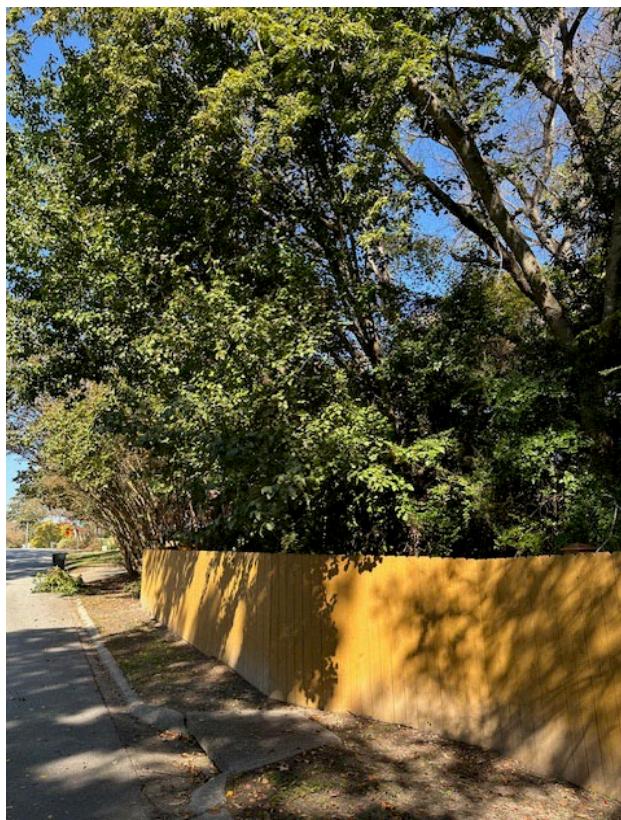
Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

Signature of Applicant 	
Print Name Shawn D. Eubanks	Date November 3, 2025



We keep the right of way area well-maintained.



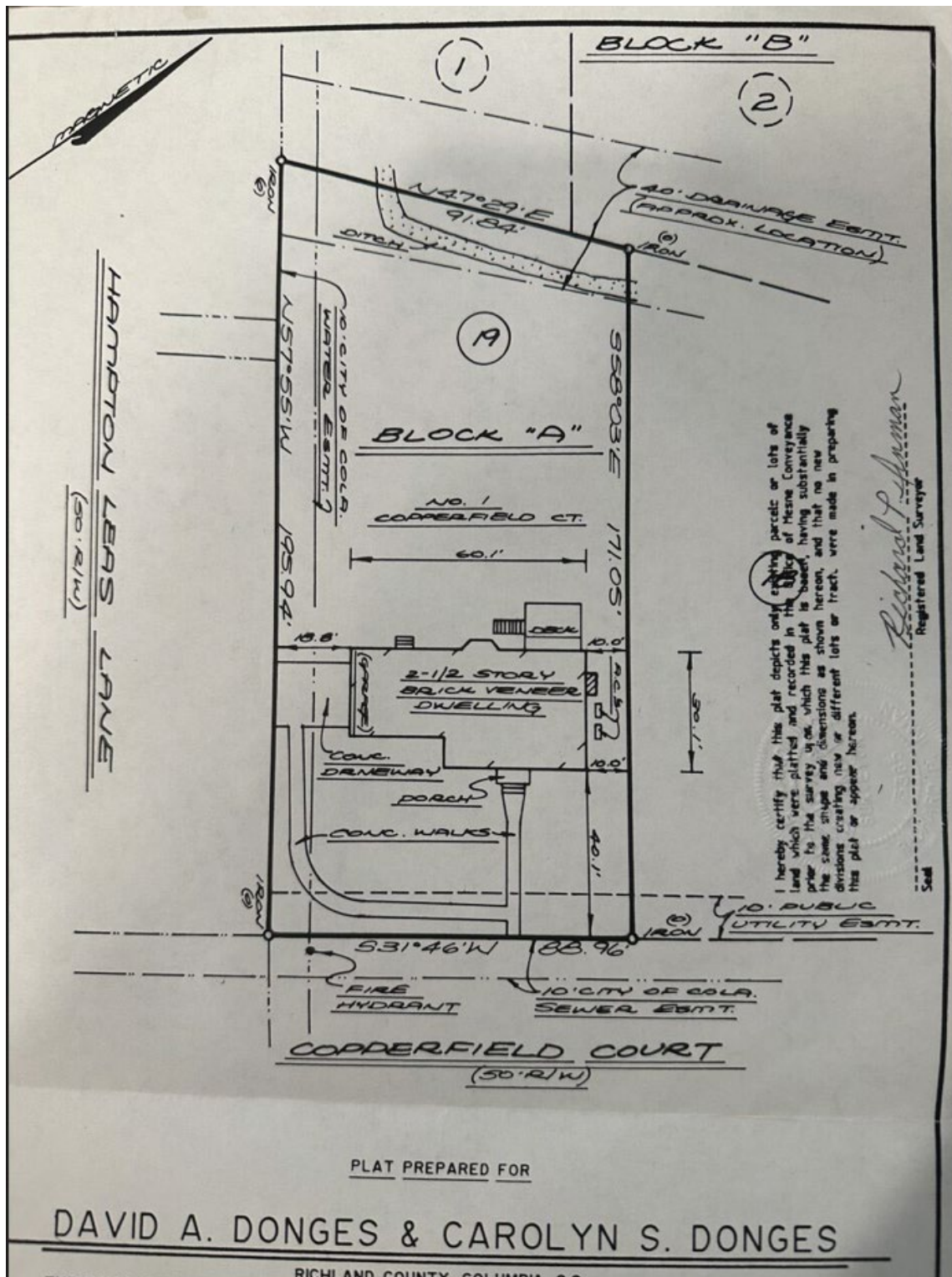
Even after we cleared back the brush and vines from the right-of-way, the area has large trees that required the fence to be placed where it is.



The fence encloses a creek area that is surrounded by very steep, rocky, slippery terrain.

Prior to building the fence, it was common for neighborhood children to enter the property unannounced – attracted by the creek.

We believed a fence was necessary because we were concerned about this area being a safety risk, especially because the steepest part of the area is not easily visible from the house or the street, so someone could be hurt and not immediately seen.



We reviewed our plat before building the fence and it appeared that the area next to the road was an *easement*, not a right-of-way. Because of this, when I reviewed the City rules for building fences, I mistakenly read the rules for easements, which allow a wood fence to be built on it. I believed I was following the correct rules, but unfortunately I had misunderstood my plat.

ORDINANCE NO.: 2025-101

Granting an encroachment to Shawn Eubanks for the use of the right of way area of the 6100 block of Hampton Leas Lane for the installation and maintenance of a wooden fence adjacent to 1 Copperfield Court, Richland County TMS# 13713-02-41

WHEREAS, Shawn Eubanks, (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 6100 block of Hampton Leas Lane for the installation and maintenance of a wooden fence measuring approximately six (6') feet in height one hundred twenty-five (125') feet in length adjacent to 1 Copperfield Court, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2025, that Grantee is hereby granted the right to use the right of way area of the 6100 block of Hampton Leas Lane adjacent to 1 Copperfield Court, Richland County TMS# 13713-02-41, for the installation and maintenance of a wooden fence measuring approximately six (6') feet in height one hundred twenty-five (125') feet in length, as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns; and,

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely

LEGAL DEPARTMENT DRAFT

walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.

3. Grantee is responsible for maintaining landscaping and improvements.

4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

5. Obstructions of more than four (4') feet in height are prohibited within the sight-visibility triangle.

6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.

7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

8. If maintenance to storm drain running along property line within the right-of-way is needed in the future, grantee shall be required to remove the fence to allow access to the pipe.

9. If new gate is installed in the future, gate shall swing inward into property, not outward further into right-of-way.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



MEETING DATE: January 6, 2026

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-108 - Approval for Granting an Easement to Dominion Energy South Carolina, Inc. along a Portion of City-Owned Property Located at 191 Calhoun Street and Identified as Richland County TMS#09006-08-02 & 03 and TMS#07314-02-05 for Installation of Electric Lines for the new water pumps at the Columbia Canal Water Treatment Plant; CF#250-679

REQUISITION NO.: 2025-108

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

First reading approval was given on December 16, 2025.

ATTACHMENTS:

- **#a:** 2025-108 - Dominion Easement__CCWTP 191 Calhoun St water pumps (PDF)

HISTORY:

12/16/25

Columbia City Council APPROVED ON FIRST READING

ORDINANCE NO.: 2025-108

Approval for Granting an Easement to Dominion Energy South Carolina, Inc. along a Portion of City-Owned Property Located at 191 Calhoun Street and Identified as Richland County TMS#09006-08-02 & 03 and TMS#07314-02-05 for Installation of Electric Lines for the new water pumps at the Columbia Canal Water Treatment Plant; CF#250-679

WHEREAS, Dominion Energy South Carolina, Inc. has made a request for an easement along the subject City-owned property for construction of electric lines and appurtenances at the Columbia Canal Water Treatment Plant; and,

WHEREAS, the plans for the electric lines and appurtenances have been reviewed by the Department of Engineering and there are no conflicts with existing utilities or planned City utilities on the subject property; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 20__, 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 an easement on behalf of the City of Columbia to Dominion Energy South Carolina, Inc. for ingress, egress, installation and maintenance of electric lines and appurtenances along the subject property.

The referenced easement is shown on drawing prepared by Dominion Energy South Carolina, Inc. for the City of Columbia Water Pumps – 191 Calhoun Street at the Columbia Canal Water Treatment Plant, dated July 21, 2021, last revised November 20, 2025, Easement #906173, sheet 1 of 1, and being on file in the office of the Department of Engineering, City of Columbia, South Carolina under City file reference #250-679. 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:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



MEETING DATE: January 6, 2026

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-109 - Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and The Kessler Enterprise, Inc., and any necessary deeds, assignments, bills of sales and other closing documents for the sale of Washington Square Office Building, 1136 Washington Street, Richland County TMS #09013-05-02, Washington Plaza Parking Garage, 1112 Washington Street, TMS #09013-05-01, and Washington Plaza Retail Shops, TMS #09013-05-18

REQUISITION NO.: 2025-109

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

First reading approval was given on December 16, 2025.

ATTACHMENTS:

- **#a:** 2025-109 - Sale of Washington Square (PDF)
- **#b:** Contract of Sale - Washington Square (PDF)

HISTORY:

12/16/25

Columbia City Council APPROVED ON FIRST READING

ORDINANCE NO.: 2025-109

Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and The Kessler Enterprise, Inc., and any necessary deeds, assignments, bills of sales and other closing documents for the sale of Washington Square Office Building, 1136 Washington Street, Richland County TMS #09013-05-02, Washington Plaza Parking Garage, 1112 Washington Street, TMS #09013-05-01, and Washington Plaza Retail Shops, TMS #09013-05-18

WHEREAS, the City of Columbia, South Carolina (the “City”) is the owner of the improved real property known as (i) “Washington Square Office Building” located at 1136 Washington Street, consisting of one (1) multi-story office building totaling 90,402 (+/-) square feet, with a tax parcel number of 09013-05-02; (ii) “Washington Plaza Parking Garage” located at 1112 Washington Street, consisting of 163,303 (+/-) square feet and 457 (+/-) parking spaces, with a tax parcel number of 09013-05-01; and (iii) “Washington Plaza Retail Shops” being all of the commercial retail space below the Washington Plaza Parking Garage, with a tax parcel number of 09013-05-18, all situated in Columbia, Richland County, South Carolina 29201, and altogether referred to as the “Premises”; and,

WHEREAS, the City purchased the Washington Square Office Building (“Building”) in November, 2003, to be used for consolidated City services; and,

WHEREAS, the City purchased the Washington Plaza Parking Garage (“Garage”) in January, 1971, first providing public and commercial parking facilities and eventually as employee parking for the Building and the future City of Columbia Municipal Complex located across the street at 1401 Main Street; and,

WHEREAS, the City purchased the Washington Plaza Retail Shops (“Retail Shops”) in August, 2025, to secure control of the entire Garage and Retail Shops parcel; and,

WHEREAS, the Garage is part of the Off-Street Parking Facilities (as such term is defined in General Bond Ordinance No. 2005-119 enacted by the City Council of the City on November 9, 2005, as amended and supplemented (as so amended and supplemented, the (“Bond Ordinance”)); and,

WHEREAS, the City desires to sell the Premises and has and is continuing to actively market for sale the Premises, in part because (a) the City believes sufficient office space exists at other City-owned or leased properties, including but not limited to 1401 Main Street, to accommodate City employees currently located in the Building, and (b) the City’s operating expenses for the Garage now exceed the revenues generated by the Garage; and,

WHEREAS, the City, with renovations of its permanent Municipal Complex nearing completion and having alternative parking options secured for its employees, proposes to sell the Premises to The Kessler Enterprise, Inc. (the “Purchaser”), with the intended purpose for the

development of said Premises by the Purchaser into a luxury four-star hotel consistent with other Kessler brands (e.g., Grand Bohemian) including, but not limited to, some or all of the following elements: cultural entertainment with educational programming; displays of Kessler's private art collection, food and beverage offerings such as a coffee shop, restaurant(s) and/or a roof top bar, art and/or fine jewelry gallery retail offer together with other high end retail, spa services, ballroom and corporate/meeting event space; and an annual Christmas Market themed around Salzburg Austria; and,

WHEREAS, activation and utilization of the Premises for private development encourages public usage, increases tax revenue, promotes additional investment and economic development in downtown Columbia and adjacent areas and benefits the City; and,

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council this ____ day of January, 2026, as follows:

1. As contemplated by the Parking Bond Ordinance, it is hereby found and determined that:

- (a) the Garage is specifically described in the above recitals;
- (b) the rationale for the sale of the Premises is that the City would benefit from the sale and intended development and utilization of the Premises as a private business encourages public usage, increases tax revenues, and promotes additional investment and economic development in downtown Columbia and adjacent areas; in addition, because the City believes sufficient office space exists at other City-Owned or leased properties, including but not limited to, 1401 Main Street, to accommodate City employees currently located in the Building and the Garage has historically been operated at a net revenue loss, the City would be relieved of the future burden of continuing to operate the Garage; therefore, the sale of the Premises and Garage, specifically, would be in the best interest of the City;
- (c) after the sale of the Premises to the Purchaser, the Garage will no longer constitute part of the Off-Street Parking Facilities within the meaning of the Parking Bond Ordinance; and
- (d) based on the foregoing, the sale of the Premises (i) will not materially affect the operating efficiency of the Off-Street Parking Facilities; (ii) would not materially reduce Net Revenues (as defined in the Parking Bond Ordinance); and (iii) would be for a consideration not less than fair market value.

2. The City Manager is hereby authorized to execute the attached Purchase and Sale Agreement with the Purchaser in substantially the form hereof (the "Agreement"), and any necessary deeds, assignments, bills of sale and other closing documents (the "Documents") necessary to effect the sale and conveyance of the Premises, along with exercising the authority to make amendments or supplements to the Agreement and Documents provided such

amendments or supplements do not change the purchase price or adversely affect or impact the City or its liability, all in a form to be approved by the City Attorney.

Requested by:

Assistant City Manager Simons

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is made and entered into effective as of the Effective Date by and between **CITY OF COLUMBIA**, a municipality of the State of South Carolina ("Seller"), and **THE KESSLER ENTERPRISE, INC.**, a Georgia corporation, or its authorized assign as provided herein ("Purchaser").

1. DEFINITIONS

As used in this Contract the following terms shall have the following meanings:

1.1 Additional Deposit – Twenty-five Thousand and No/100 Dollars (\$25,000.00) per Additional Deposit, deposited pursuant to the terms contained in Section 10.

1.2 Closing Agent – The law firm of Sawyer Law Group, LLC, 111 East 34th Street, Savannah, Georgia 31401, Telephone: (912) 662-8611, Email: jsawyer@sawyerlg.com.

1.3 Closing Date – The date mutually agreeable to Seller and Purchaser which is on or before **thirty (30) days** after the expiration of the Due Diligence Period.

1.4 Due Diligence Materials - One copy of each of the materials listed on Exhibit "C".

1.5 Due Diligence Period – The period beginning on the Effective Date and ending **one hundred and eighty (180) days** after the Effective Date, as same may be extended pursuant to Section 9.2.

1.6 Earnest Money – Fifty Thousand and No/100 Dollars (\$50,000.00), deposited pursuant to the terms contained in Section 10, together with each Additional Deposit deposited by Purchaser with Escrow Agent pursuant to the terms contained herein.

1.7 Effective Date - The later of the following dates: (i) the date Purchaser has accepted and signed this Contract and delivered a copy thereof to Seller or (ii) the date Seller has accepted and signed this Contract and delivered a copy thereof to Purchaser.

1.8 Escrow Agent – First American Title Insurance Company, Attn: Sara Peña, 4795 Regent Boulevard, Mail Code 1300, Irving, Texas 75063, Telephone: (281) 504-2403, Email: spena@firstam.com.

1.9 Property – The improved real property known as (i) “Washington Square Office Building” located at 1136 Washington Street, consisting of one (1) multi-story office building totaling 90,402 (+/-) square feet, with a tax parcel number of 09013-05-02; (ii) “Washington Plaza Parking Garage” located at 1112 Washington Street, consisting of 163,303 (+/-) square feet and 457 (+/-) parking spaces, with a tax parcel number of 09013-05-01; and (iii) “Washington Plaza Retail Shops” being all of the commercial retail space below the Washington Plaza Parking Garage, with a tax parcel number of 09013-05-18, all situated in Columbia, Richland County, South Carolina 29201, said land being more particularly described on Exhibit "A" (the “Land”), together with all rights, privileges, hereditaments, appurtenances, and easements related to the Land, including all rights, rights-of-way, roadways, roadbeds, reversions, strips,

gores, and further together with all leases, fixtures, chattels, and articles of personal property, if any, owned by Seller and located or placed upon or attached to and used in connection with the operation of such Property.

1.10 Purchaser's Intended Purpose – Generally, the redevelopment of the Property for a luxury four-star hotel consistent with other Kessler brands (e.g., Grand Bohemian) including, but not limited to some or all of the following elements: cultural entertainment with educational programming; displays of Kessler's private art collection, food and beverage offerings such as a coffee shop, restaurant(s) and/or a roof top bar, art and/or fine jewelry gallery retail offer together with other high end retail, spa services, ballroom and corporate/meeting event space; and an annual Christmas Market themed around Salzburg Austria.

1.11 Purchase Price – Two Million Nine Hundred Thousand and No/100 Dollars (\$2,900,000.00).

2. **PURCHASE AND SALE; AS IS; OPTION; RIGHT OF FIRST REFUSAL**

2.1 For and in consideration of the mutual covenants and consideration recited herein, including, but not limited to Fifty and 00/100 Dollars (\$50.00) of the Earnest Money being hereby deemed as independent consideration for the inspection rights granted to Purchaser herein, which Fifty and 00/100 Dollars (\$50.00) shall be non-refundable to Purchaser and delivered to Seller in the event Purchaser does not elect to continue this Contract beyond the Due Diligence Period, Seller agrees to sell and Purchaser agrees to buy the Property for the Purchase Price subject to the terms and conditions hereof.

2.2 EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT AND IN THE CLOSING DOCUMENTS AND/OR DEED (AS DEFINED BELOW), IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY “AS IS, WHERE IS, WITH ALL FAULTS”, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS CONTRACT OR IN THE CLOSING DOCUMENTS AND/OR DEED. PURCHASER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, ANY PROSPECTUS DISTRIBUTED WITH RESPECT TO THE PROPERTY) MADE OR FURNISHED BY SELLER, ITS EMPLOYEES, OFFICIALS, AGENTS, REPRESENTATIVES, OR CONTRACTORS, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS CONTRACT OR THE CLOSING DOCUMENTS AND/OR IN THE DEED. PURCHASER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD “AS-IS.”

EXCEPTING THE EXPRESS REPRESENTATIONS OF SELLER CONTAINED HEREIN UPON

WHICH PURCHASER SHALL BE DEEMED TO MATERIALLY RELY AND THE WARRANTY OF TITLE CONTAINED IN THE DEED OR REPRESENTATIONS OR WARRANTIES CONTAINED IN THE OTHER CLOSING DOCUMENTS DELIVERED BY SELLER TO PURCHASER AT CLOSING PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS PURCHASER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. UPON CLOSING, PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INVESTIGATIONS, AND, UPON CLOSING, PURCHASER SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH PURCHASER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY EXCEPT AS MAY ARISE FROM A BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT OF SELLER SET FORTH IN THIS CONTRACT OR THE CLOSING DOCUMENTS AND/OR IN THE DEED.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING OR ANY TERMINATION OF THIS CONTRACT.

2.3 If construction of the hotel on the Property in accordance with Purchaser's Intended Purpose has not been commenced and thereafter diligently pursued on or before December 31, 2028, and/or if the hotel on the Property in accordance with Purchaser's Intended Purposes has not received a certificate from Purchaser's architect confirming substantial completion of the hotel on or before December 31, 2031, then the Seller shall have the option (the "Option") to repurchase the Property for the same Purchase Price set forth herein together with Purchaser's hard costs associated with improving the Property. The Property shall be conveyed to Seller in substantially the same condition as it was conveyed to the Purchaser pursuant to this Contract and title to the Property shall have no exceptions or liens that were not present on the date of conveyance of the Property to the Purchaser. The Option shall be set forth in more detail in the Deed conveying the Property to the Purchaser. Purchaser's obligations set forth above shall be subject to concepts of force majeure and market conditions and the parties shall work together in good faith to agree to any extensions to the dates of performance as set forth above as may be needed.

3. **REPRESENTATIONS AND WARRANTIES OF SELLER**

3.1 Seller hereby represents and warrants to Purchaser the following as of the Effective Date:

(a) Seller has full power and authority to enter into this Contract and to assume and perform all its obligations hereunder; the execution and delivery of this Contract and the performance by Seller of its obligations hereunder have been duly authorized by such action as may be required, and no further action or approval is required in order to constitute this Contract as a binding and enforceable obligation of Seller. The execution and delivery of this Contract and the consummation of the transaction(s) contemplated hereunder on the part of Seller do not and will not conflict with or result in the breach of any condition or provision of, or constitute, a lien, charge or encumbrance upon any of the property or assets of Seller by reason of the terms of, any contract, mortgage, lien, lease, indenture, instrument, or judgment to which Seller is a party or which is or purports to be binding upon Seller or which otherwise affects Seller; and no consent or action by any federal, state, or other governmental department, commission, board, instrumentality, court, lender, or other third party is necessary to make this Contract a valid instrument binding upon Seller in accordance with its terms.

(b) Exhibit "B" (the "Lease Exhibit") attached hereto is a complete and correct list of all current leases, tenancies, licenses and other rights of occupancy or use for any portion of the Property, with (i) any such right of occupancy within the Washington Square Office Building being referred to herein each as an "Office Lease" and collectively the "Office Leases", (ii) any such right of occupancy with regards to parking spaces within the Washington Plaza Parking Garage being referred to each as a "Parking Lease" and collectively "Parking Leases"; and (iii) any such right of occupancy with regards to the retail spaces within the Washington Plaza Retail Space shall be referred to each as "Retail Lease" and collectively as "Retail Leases", (each of the Office Leases, Parking Leases and Retail Leases may be referred to herein as a "Tenant Lease" and collectively, as the "Tenant Leases"). Seller is the owner and landlord of the Tenant Leases. The rent roll attached hereto as Exhibit "B-1" ("Rent Roll") is a complete and correct rent roll in all material respects as of the Effective Date.

(c) Except as set forth in the Lease Exhibit and Rent Roll: (i) no rents now or hereafter payable under the Tenant Leases have been prepaid for more than one month in advance; (ii) to the actual knowledge of the Seller, all Tenant Leases are in full force and effect and not in default; (iii) no brokerage commission is due, or with the passage of time will become due, in connection with any Tenant Lease or renewal thereof or, to the extent same have not been paid, Seller will cash out and discharge same in full on or before the Closing Date; (iv) no tenant under a Tenant Lease (each a "Tenant" and collectively the "Tenants") has been granted any rent-free occupancy, is entitled to any future rental concessions, credits or reimbursements (exclusive of any reimbursements due Tenants for reconciliation of pass-through charges) that will not have been fulfilled on or before the Closing Date except as provided in the tenant Leases; (v) all decorating, installation, alteration or repair work which Seller may be obligated to perform for any Tenant has been performed (exclusive of on-going maintenance and repair obligations that first accrue after Closing under the terms of the Tenant Leases); and (vi) Seller or its predecessor has paid the cost and expense of all tenant improvements, inducements and allowances that are the obligation of landlord due, or which with the passage of time will become due, under the Tenant Leases or, to the extent same are not paid, Seller will provide Purchaser a credit for the cost of same at Closing.

(d) There are no maintenance, management or other contracts or agreements, including, but not limited to, third-party property management, affecting the Property except those which will be terminated at Closing or which may be terminated on thirty (30) days' notice.

(e) Seller has received no notice that there is any action, suit, proceeding, or condemnation pending or threatened against, materially affecting the Property or arising out of the

ownership or operation of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.

(f) To Seller's actual knowledge, Seller's personal property attached to or used in connection with the Property, if any, is owned by Seller free and clear of all liens or any such liens against the personal property will be discharged in full as of the Closing Date.

(g) Other than any asbestos known to be present in the Property, Seller has received no notice from any governmental agency having jurisdiction and does not have any actual knowledge that toxic, or hazardous substances, as defined by applicable federal, state, or local laws, are present and/or affecting the Property. Seller is not aware of any underground storage tanks currently located at, and/or adjacent to and servicing, the Property or were located at the Property in the past. Seller is not aware that any portion of the Property has been used for an onsite dry-cleaning facility in the past. Seller is not aware of any boiler(s) being located and/or used within the buildings located at the Property.

3.2 Notwithstanding anything to the contrary in this Contract, Seller shall not have any liability whatsoever to Purchaser, with respect to (i) any matters disclosed in any document delivered to Purchaser by Seller prior to the Effective Date of this Contract or on any exhibit attached hereto, (ii) any information of which Purchaser obtains actual knowledge prior to the Closing Date, or (iii) any other information disclosed in writing to Purchaser by Seller after the Effective Date and prior to the Closing (all such matters being referred to herein as "Exception Matters"), whether or not Closing occurs hereunder.

3A. **REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

Purchaser hereby represents and warrants to Seller the following as of the Effective Date:

(a) Purchaser has full power and authority to enter into this Contract and to assume and perform all its obligations hereunder; the execution and delivery of this Contract and the performance by Purchaser of its obligations hereunder have been duly authorized by such action as may be required, and no further action or approval is required in order to constitute this Contract as a binding and enforceable obligation of Purchaser. The execution and delivery of this Contract and the consummation of the transaction(s) contemplated hereunder on the part of Purchaser do not and will not conflict with or result in the breach of any condition or provision of, or constitute, a lien, charge or encumbrance upon any of the property or assets of Purchaser by reason of the terms of, any contract, mortgage, lien, lease, indenture, instrument, or judgment to which Purchaser is a party or which is or purports to be binding upon Purchaser or which otherwise affects Purchaser; and no consent or action by any federal, state, or other governmental department, commission, board, instrumentality, court, lender, or other third party is necessary to make this Contract a valid instrument binding upon Purchaser in accordance with its terms.

4. **COVENANTS OF SELLER**

Seller hereby covenants to Purchaser as follows:

4.1 Upon the Effective Date (or prior to execution hereof), Seller shall provide the Due Diligence Materials to Purchaser to the extent same are in Seller's possession or reasonable control and not previously provided to Purchaser. Seller covenants and represents that all Due Diligence Materials provided to Purchaser will be provided in the same form as such materials are kept, used, stored or maintained by Seller in Seller's ordinary course of business. Seller makes no representation or warranty

with regard to the accuracy or completeness or the Purchaser's ability to rely on the Due Diligence Materials.

4.2 Between the Effective Date and Closing, Seller shall not enter into any maintenance, management or other contracts which are not terminable on thirty (30) days' notice, and Seller shall disclose any contract(s) entered into by Seller after the Effective Date hereof to Purchaser.

4.3 Prior to the Closing, Seller will give to Purchaser, its attorneys, accountants, engineers and other representatives, during normal business hours and as often as may be reasonably requested, full access to any and all parts of the Property and to all books, records, Tenant Leases and files in Seller's possession relating to the Property, provided that such access does not interfere with or interrupt the activities of the tenants and/or occupants of the Property.

4.4 Between the Effective Date and Closing, Seller will operate and maintain the Property in the same manner in which it has been operated, repaired and maintained by the Seller and, subject to Section 8, shall repair any damage, casualty or breakage to the Property occurring prior to the Closing Date.

4.5 Prior to the Closing Date and in compliance with all applicable state, federal or local laws, Seller, at its sole cost and expense, shall, to Purchaser's reasonable satisfaction, perform the following (being referred to herein as "Seller Work"): (a) obtain a third party inspection report as to the structural soundness and/or water intrusion issues currently existing at the Washington Plaza Parking Garage and the Washington Plaza Retail Shops and perform such repairs needed to ensure the structural soundness thereof and to stop the current water intrusion into the Washington Plaza Retail Shops; (b) obtain a third party inspection report as to the water damage and the presence of mold within the Washington Plaza Parking Garage and/or Washington Plaza Retail Shops and repair said water damage, remediate any existing mold therein and restore the repaired and remediated areas to their prior condition, subject to the repairs made; (c) obtain a third party asbestos survey report of the Washington Plaza Parking Garage and/or Washington Plaza Retail Shops, remediate and legally dispose of any asbestos containing materials disclosed within said report in a permitted landfill, and restore the remediated areas to their prior condition, subject to the repairs made; and (d) make the reasonably necessary repairs and improvements such that the Washington Plaza Parking Garage and/or Washington Plaza Retail Shops is being delivered at Closing in good, structurally sound, functional working order with all mechanical (including, but not limited to HVAC and elevators), electrical and plumbing systems fully operational and with a useful life of no less than 60 months from the date of Closing. If Seller, using commercially reasonable efforts, has not completed the Seller Work prior to the Closing Date, Seller, at its option, may either (a) exercise a **one time right to extend Closing for an additional one hundred twenty (120) days** to complete the Seller Work as contemplated above, or (b) escrow the estimated cost to complete the Seller Work, as mutually agreed to between Purchaser and Seller, with the Escrow Agent pursuant to the terms and conditions of an escrow agreement mutually agreed to between Purchaser and Seller, and Purchaser shall close on the Closing Date, with Purchaser responsible for the completion of all remaining Seller Work and Seller having no further obligation with regard to the Seller Work.

4.6 Seller covenants and agrees to use commercially reasonable efforts to assist and cooperate with Purchaser, upon the written request of Purchaser, in good faith, at no expense or liability to Seller, as Purchaser works to obtain the following tax related benefits and/or incentives ("Incentives") from the State of South Carolina, Richland County and/or City of Columbia, as applicable: (a) register the Washington Square Office Building, Washington Plaza Parking Garage and Washington Plaza Retail

Shops as historic buildings on the National Register of Historic Buildings and confirm that Purchaser's intended redevelopment of the Property qualifies for federal and/or state historic tax rehabilitation credits; (b) a "Bailey Bill" 20 year freeze on the value of the Property, with the value of the Property to be set by Richland County; (c) a real estate tax abatement on the Property from Richland County for up to ten (10) years from and after the Closing; provided that portions of the Property receiving a freeze on value pursuant to the "Bailey Bill" are not also eligible for a real estate tax abatement (d) approval of any and all City permits and approvals needed for the Purchaser's redevelopment of the Property for Purchaser's Intended Purpose; and (f) approval of water and sewer taps or such other measurement of water and sewer service to the Property Purchaser requires for the redevelopment of the Property for Purchaser's Intended Purpose. It is understood and agreed that Purchaser is ultimately and primarily responsible for seeking and obtaining any and all of the Incentives and that the Seller's role is solely to assist, when requested by Purchaser, to the extent reasonably possible, as provided hereinabove. Seller does not guaranty the success or any particular result in Purchaser's pursuit of the Incentives.

4.7 Post Closing, Seller has a need for approximately 450 parking spaces (the "Designated Spaces") in the Washington Plaza Parking Garage. Purchaser and Seller agree that Seller shall be permitted to utilize the Designated Spaces at no cost to Seller until such time as the earlier of the following shall occur: (i) Purchaser provides Seller with 30-days written notice that Purchaser is within 4 to 5 months of completion of the hotel to be constructed on the Property; and (ii) Purchaser has provided Seller with 30-days written notice of the need for reducing the Designated Spaces by up to 2 spaces per retail tenant within the Washington Plaza Retail Shops. Purchaser and Seller shall work in good faith to allow Purchaser post-Closing to utilize portions of the Washington Plaza Parking Garage for Purchaser's construction activities.

4.8 Seller covenants and agrees to determine within the first 90 days of the Due Diligence Period the number of long term parking spaces, not to exceed 100, and the period of time it will need to lease parking spaces within the Washington Plaza Parking Garage post-Closing and negotiate a parking lease related thereto with Purchaser within the first 90 days of the Due Diligence Period ("City Parking Lease"). Seller and Purchaser each covenant and agree to negotiate the City Parking Lease in good faith within the first 90 days of the Due Diligence Period and execute same as of the Closing Date.

4.9 Seller will not enter into any new tenant leases, or consent to any amendment or modification, other than terminations, of the existing Tenant Leases, covering any portion of the Property between the Effective Date and the Closing without Purchaser's prior written consent, which consent may be withheld; any new tenant lease(s) to which Purchaser has consented in advance in writing shall thenceforth be Tenant Lease(s) hereunder and the tenant(s) under such Tenant Lease(s) shall thenceforth be Tenant(s) hereunder. Purchaser's consent shall not be necessary related to the termination of a Tenant Lease; provided, however, Seller shall promptly provide Purchaser with a copy of any termination of a Tenant Lease.

4.10 Seller shall not cause an adverse change in the condition of title after the Effective Date.

4.11 For Retail Leases which are not leased on a month to month basis and for those Parking Leases to a single Tenant leasing more than fifty (50) parking spaces which are not leased on a month to month basis, which (a) have not terminated by its own terms or been terminated prior to Closing, and (b) said Tenants have not vacated their respective premises, Seller shall obtain and deliver to Purchaser at least five (5) business days prior to Closing an estoppel letter dated within thirty (30) days of the Closing Date ("Estoppel Letter") from Tenants occupying at least 60% of the Retail Lease space in the form

required by their respective Tenant Leases or, if no form is required in the respective Tenant Leases, in the form set forth on the attached Exhibit "D" (the "Estoppel Form") confirming the status of the applicable Tenant Lease and any amendments. If (a) Seller, through no fault of its own, is unable, after reasonable effort, to obtain the Estoppel Letters as required herein, or (b) if the Estoppel Letters obtained vary materially adversely from the Lease Exhibit and/or Rent Roll, the Estoppel Form, or the Tenant Leases (as delivered to Purchaser by Seller), or (c) if the Estoppel Letters indicate any defaults or any unperformed landlord repair or improvement obligations for which Purchaser does not receive a full credit against the Purchase Price at Closing (items (a) – (c) above being the "Estoppel Certificate Defects"), Seller shall not be deemed to have breached this Contract, but Purchaser shall have the option of terminating this Contract by written notice to Seller on or before the Closing Date and obtaining a refund of all Earnest Money as its sole remedy; provided, however, that Purchaser shall have the option to extend the Closing Date up to ten (10) business days to allow Seller the opportunity to cure any of the Estoppel Certificate Defects.

4.12 All leasing and/or brokerage commissions that are due and unpaid or that through the passage of time will become due, if any, in connection with any Tenant Lease or renewal thereof, including those shown on the Rent Roll or any new lease entered into by Seller following the Effective Date, shall be paid, cashed out and discharged in full by Seller at or prior to Closing.

4.13 All decorating, installation, alteration or repair work which Seller may be obligated to perform for any Tenant will be performed in full prior to Closing and all tenant improvements, inducements and allowances required to be paid under a Tenant Lease shall be paid, cashed out and discharged in full by Seller in full prior to Closing.

4.14 At Closing, Seller shall provide Purchaser with a Four Hundred Thousand and 00/100 Dollar (\$400,000.00) credit for post-Closing improvements, future leasing expenses and/or tenant inducements related to the Washington Plaza Retail Shops spaces.

4.15 At least five (5) business days prior to Closing, Seller shall deliver to Purchaser a detailed report as to all income and expenses for the month of Closing. The above report, once reviewed and agreed upon by Purchaser, shall be used by to calculate and/or verify prorations and adjustments on the Closing Statement.

4.16 Seller covenants and agrees to deliver the Property to Purchaser at Closing: (i) free and clear of all Office Leases and the Washington Square Office Building vacant and (ii) free and clear of any Parking Leases except for parking spaces leased to Seller pursuant to the City Parking Lease and of Retail Leases (excluding Retail Leases having a lease term extending beyond the Closing Date) not otherwise approved by Purchaser prior to Closing as being assigned and assumed by Purchaser at Closing.

4.17 Seller covenants and agrees to deliver the Property to Purchaser at Closing free and clear of all mortgages, liens, encumbrances, restrictions, rights-of-way, easements, judgments and other matters affecting title, except the Permitted Exceptions; provided, however, that Purchaser agrees to accept title insurance coverage issued by any national title insurance company over any and all judgments against the Seller (the "Covered Judgments"). Seller covenants and agrees to take all actions necessary to pay off or defease any loan(s) encumbering the Property at or prior to Closing and to bear all costs associated with same.

4.18 During the pendency of this Contract, Seller agrees not to deal with any third parties concerning the sale of the Property and further agrees that neither Seller nor any of its agents or affiliates will take, directly or indirectly, any action to initiate, continue, assist, solicit, negotiate, market, encourage or accept any offer or inquiry from any person to acquire some or all of the Property, except in connection with the consummation of the transaction by Purchaser contemplated by this Contract.

5. **TITLE AND SURVEY**

5.1 Purchaser, at Purchaser's sole cost and expense, shall cause title to be examined and a title company acceptable to Purchaser ("Title Company") to issue and deliver to Purchaser a preliminary title report and/or commitment for an extended-coverage ALTA 2021 Owner's Policy form in the amount of the Purchase Price (the "Title Report") accompanied by copies of all recorded documents relating to liens, easements, rights-of-way, etc., affecting the Property. Purchaser, at its sole cost and expense, may obtain a current ALTA/NSPS as-built survey of the Property (the "Survey"), prepared by a land surveyor licensed in the state in which the Property is located. On or before the expiration of the Due Diligence Period, as may be extended, Purchaser shall give Seller written notice of any objections to title as disclosed in the Title Report and/or any objections to any matter(s) disclosed on the Survey (the "Title Objection Notice"), provided that failure to object to a lien shall not constitute a waiver of Seller's obligations to satisfy such lien. Seller shall have the obligation to remove any liens or encumbrances which may be removed solely by the payment of money other than the Covered Judgments but shall have no obligation to cure or remove any other matters set forth in the Title Objection Notice.. If there are liens or encumbrances which cannot be removed in accordance with the terms hereof or if there are any title or survey objections set forth in Purchaser's Title Objection Notice which Seller is unwilling or unable to cure, Purchaser shall have the option of terminating this Contract, in which event it shall thereupon become null and void for all purposes, the Earnest Money shall be forthwith returned by Escrow Agent to Purchaser (less the independent consideration set forth in Section 2 above); otherwise, if Purchaser fails to make an objection as provided herein, title to the Property as disclosed in the Title Report and the Survey, as applicable, shall be deemed to be acceptable, and any objection(s) thereto shall be deemed to have been waived for all purposes.

5.2 The following matters shall be deemed to be "Permitted Exceptions" under this Contract: (i) zoning ordinances that do not affect the use of the Property for Purchaser's Intended Purpose; (ii) subdivision restrictions that do not affect the use of the Property for Purchaser's Intended Purpose; (iii); (iv) rights of Tenants as tenants in possession only pursuant to the Tenant Leases approved by Purchaser prior to Closing as to be assigned and assumed at Closing; (v) Covered Judgments; and (vi) any matters shown on the Title Report or the Survey that are not objected to by Purchaser as provided herein or for which an objection has been waived (or deemed to have been waived) by Purchaser as provided herein; provided, the term "Permitted Exceptions" shall not include any liens against the Property whether or not same are objected to by Purchaser, and Seller shall be required to satisfy and remove all such liens exclusive of Covered Judgments on or before Closing.

5.3 If any revisions to the Survey or any supplemental Title Report issued subsequent to the date of the original Title Report discloses any matters not set forth on the original Survey or the original Title Report which materially adversely impact the use of the Property for the Purchaser's Intended Purpose, then, no later than the later of (i) five (5) business days after Purchaser's receipt of any revisions to the Survey or (ii) five (5) business days after Purchaser's receipt of the supplemented or updated Title Report, as applicable, Purchaser shall have the right to object to any such matter, in which event the same procedures for response, termination and waiver set forth in Section 5.1 shall apply to such new objections.

Notwithstanding the foregoing, in the event that any such matter not set forth on the original Survey or the original Title Report is the result of an intentional act of Seller after the Effective Date that is not otherwise permitted under this Contract, then Purchaser shall be permitted to pursue the remedies provided in Section 11 hereof.

6. **CONDITIONS TO PURCHASER'S OBLIGATIONS**

6.1 The obligation of Purchaser hereunder to purchase the Property from Seller is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing):

(a) Seller shall have performed, observed and complied in all material respects with all of the covenants, agreements and conditions required by this Contract to be performed, observed and complied with by it prior to or as of the Closing.

(b) All of the representations of Seller set forth in this Contract except for Exception Matters and the matters set forth in the Estoppel Letters shall be true as of the Closing in all material respects as though such representations and the statements contained in this Contract and said Estoppel Letters were made at and as of the Closing.

(c) Seller shall not have made an assignment for the benefit of creditors or admitted in writing its inability to pay its debts as they mature or been adjudicated as bankrupt or filed a petition in voluntary bankruptcy or a petition or answer seeking reorganization or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any state, and no such petition shall have been filed against it.

(d) All instruments and documents required on Seller's part to effectuate this Contract and the transactions contemplated herein shall be reasonably satisfactory to Purchaser and its attorneys.

(e) Purchaser shall have received the Estoppel Letters required under this Contract.

(f) At the Closing, Seller will be able to convey to Purchaser good, indefeasible and marketable, insurable fee simple title to the Property, free and clear of all mortgages, liens, encumbrances, restrictions, rights-of-way, easements, judgments (except Covered Judgments) and other matters affecting title, except the Permitted Exceptions.

(g) (i) the Washington Square Office Building shall be free and clear of any tenancy and/or occupancy rights and delivered vacant by Seller to Purchaser at Closing, (ii) Purchaser shall have obtained the Incentives that Purchaser deems necessary for the development and use of the Property for Purchaser's Intended Purpose, and (iii) Seller shall have fully performed Seller's Work to Purchaser's reasonable satisfaction or elected an alternative as set forth in Section 4.5 hereof.

6.2 In the event any of the conditions in Section 6.1 above are not satisfied as of the Closing Date, Seller shall not be in default hereunder, and Purchaser shall have the right to (a) waive the condition(s) that are not satisfied and close on the purchase of the Property, or (b) terminate this Contract and receive a full refund of the Earnest Money (less the independent consideration set forth in Section 2 above), in which event this Contract shall be null and void and of no further force or effect except with respect to those matters that expressly survive termination hereof.

6A. CONDITIONS TO SELLER'S OBLIGATIONS

6A.1 The obligation of Seller hereunder to sell the Property to the Purchaser is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived in whole or in part by Seller at or prior to the Closing):

(a) Purchaser shall have performed, observed and complied in all material respects with all of the covenants, agreements and conditions required by this Contract to be performed, observed and complied with by it prior to or as of the Closing.

(b) All of the representations of Purchaser set forth in this Contract shall be true as of the Closing in all material respects as though such representations and the statements contained in this Contract were made at and as of the Closing.

(c) Purchaser shall not have made an assignment for the benefit of creditors or admitted in writing its inability to pay its debts as they mature or been adjudicated as bankrupt or filed a petition in voluntary bankruptcy or a petition or answer seeking reorganization or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any state, and no such petition shall have been filed against it.

6A.2 In the event any of the conditions in Section 6A.1 above are not satisfied as of the Closing Date, Purchaser shall not be in default hereunder, and Seller shall have the right to (a) waive the condition(s) that are not satisfied and close on the sale of the Property, or (b) terminate this Contract and all Earnest Money shall be paid to Seller as its sole remedy for the failure of Purchaser to satisfy such conditions to Closing, in which event this Contract shall thereafter be null and void and of no further force or effect except with respect to those matters that expressly survive termination hereof

7. CLOSING

7.1 The consummation of the sale and purchase of the Property pursuant to this Contract (the "Closing") shall occur on the Closing Date. The Closing shall take place in escrow with the Closing Agent. All deliveries provided for below shall be delivered in trust to the Closing Agent on or before the Closing Date if not otherwise delivered directly to the party entitled to receipt of such items. Upon Closing, the Closing Agent shall record and disburse only in accordance with the parties' escrow instructions. The Closing shall be conducted in accordance with all requirements of South Carolina law including without limitation all unauthorized practice of law requirements. The items to be delivered are as follows:

(a) Seller shall deliver to the Purchaser or Closing Agent (as applicable) the following:

i. A limited warranty deed (the "Deed"), executed and acknowledged by Seller as of the Closing Date, in the form reasonably acceptable to Purchaser and Seller, conveying title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments and restrictions except the Permitted Exceptions and Covered Judgments; the legal description contained in the Deed shall be those set forth in the Seller's vesting deeds less any prior out conveyances.

ii. To the extent the field legal description on the Survey differs from the record legal description, provided that the Survey is acceptable to the Seller, a quitclaim deed, executed and acknowledged by Seller as of the Closing Date, in the form reasonably acceptable to Purchaser and Seller, utilizing the legal description contained in the Survey.

iii. An assignment and assumption of the Tenant Leases (the "Assignment and Assumption of Leases"), executed by Seller as of the Closing Date, in the form reasonably acceptable to Purchaser and Seller;

iv. A bill of sale (the "Bill of Sale"), executed by Seller as of the Closing Date, in the form reasonably acceptable to Purchaser and Seller;

v. A certificate, executed by Seller as of the Closing Date, certifying (i) that all representations made by Seller in Section 3 of this Contract are true and correct in all material respects as of the Closing Date; and (ii) that all covenants of Seller in Section 4 of this Contract have been satisfied in all material respects; and (iii) that all Seller Work has been completed and paid and no sums of money are due and outstanding related thereto or the Seller has elected the alternative as provided in Section 4.5 hereof.

vi. Appropriate resolutions and other evidence reasonably required by Purchaser, the Title Company and/or the Closing Agent to evidence Seller's authority to execute and deliver this Contract, the deed and other documents contemplated hereby, and the authority of the person(s) executing same on behalf of Seller;

vii. The original Estoppel Letters, and if applicable;

viii. An executed closing statement ("Closing Statement"), executed by Seller as of the Closing Date, in a form reasonably acceptable to Seller and Purchaser;

ix. Such affidavits as the Title Company shall reasonably require in order (a) to issue, without extra charge, policies of title insurance free of any exceptions for unfilled mechanics', materialmen's or similar liens; (b) to delete any standard title exceptions relating to matters created by Seller between the date of the last title update and the date of Closing; and (c) to delete any standard title exceptions relating to matters not disclosed by the applicable land title records for the Property or the Survey that are known to the Seller and/or that could be learned from inquiry of Seller;

x. The City Parking Lease agreed to between the parties prior to Closing; and

xi. All other documents reasonably necessary to effectuate the transaction.

(b) Simultaneous with the Closing, Seller shall make available to Purchaser at the Property, or such other place mutually agreeable to the parties, the following:

i. To the extent such exists in Seller's possession or reasonable control, copies of all pertinent records and files relating to the operation and maintenance of the Property which are included in the Due Diligence Materials;

ii. To the extent such exists in Seller's possession or control, any architectural drawings and renderings, building plans and specifications, and any and all municipal, county, state or local permits or licenses held by Seller in connection with the Property which are included in the Due Diligence Materials;

iii. An executed counterpart or, to the extent a counterpart is not in Seller's possession or control, a copy of each of the Tenant Leases (including all amendments thereto and modifications thereof); and

iv. All keys for the Property.

(c) At the Closing, Purchaser shall deliver to Seller or the Closing Agent, as applicable, the following:

i. Upon confirmation that the items indicated in (a) above have been deposited in escrow with the Closing Agent or delivered to Purchaser, as applicable, and the conditions to Purchaser's obligations under this Contract having been satisfied, the Purchase Price by wire transfer via the Federal Reserve System (plus or minus the net adjustments computed hereunder), payable to the order of Seller and/or such other order as Seller shall have directed by written notice to Purchaser;

ii. The Assignment and Assumption of Leases, executed by Purchaser as of the Closing Date;

iii. The Closing Statement, executed by Purchaser as of the Closing Date;

iv. The City Parking Lease executed by Purchaser agreed to between the parties prior to Closing;

v. A certificate, executed by Purchaser as of the Closing Date, certifying that all representations made by Purchaser in Section 3A of this Contract are true and correct in all material respects as of the Closing Date; and

vi. All other documents reasonably necessary to effectuate the transaction.

7.2 The following shall be adjusted between Seller and Purchaser and shall be prorated on a per diem basis as of the day preceding the Closing Date (so that Purchaser has the benefit of all income for the day of Closing and the burden of all expenses for the day of Closing):

(a) If applicable, real estate and personal property taxes (excluding roll back taxes) shall be adjusted between Seller and Purchaser on the basis of the fiscal year to which they are applicable. Tax reimbursements from Tenants shall, upon receipt, be equitably prorated and reimbursed to Seller. Purchaser shall make reasonable efforts to collect promptly tax reimbursements from the Tenants.

(b) Water rates and sewer charges or rentals (if not metered).

(c) Utility charges (including, but not limited to, water rates and sewer charges or rentals if metered) shall not be apportioned, but Seller shall cause all utility meters to be read not more

than two (2) days before Closing Date, and Seller agrees to pay promptly after receipt all utility bills and charges accruing up to and including the day preceding the Closing Date. If utility deposits are assigned to Purchaser, Seller shall receive a credit therefor at Closing.

(d) Rents and other fixed charges payable (to the extent collected) under the Tenant Leases assigned to Purchaser, and all other income and all operating expenses.

With respect to any amounts due under any Tenant Lease to reimburse for operating expenses of the Property (other than as payment of base rents) whether due on a monthly, quarterly, semi-annual or annual basis and whether payable as estimated payments or otherwise, including, without limitation, common area maintenance charges, the Tenant's pro rata share of ad valorem taxes and assessments, the Tenant's pro rata share of insurance premiums, and similar charges (collectively, "Additional Rent"), such amounts shall be prorated at Closing only to the extent actually collected from such Tenants on or before such date and relating to a payment due for the installment payment period in which or before the Closing Date occurs, such that there will be no reconciliation between Seller and Purchaser after Closing.

At least five (5) business days prior to Closing, Seller shall provide to Purchaser an updated detailed operating expense statement for the actual costs incurred for operating expenses and such additional information as Purchaser may request to fully address any Closing prorations.

Notwithstanding the above, (i) any amounts of Additional Rent due to or from Tenants with respect to tenant reimbursement expenses for Tenant Leases terminated before the Date of Closing shall be the sole obligation/benefit of Seller, and (ii) any amounts of Additional Rent due to or from Tenants with respect to tenant reimbursement expenses for Tenant Leases assigned to Purchaser at Closing shall be the sole obligation/benefit of Purchaser provided that Seller has given Purchaser a credit for its pro rata share of such reimbursement for the year of Closing.

Notwithstanding anything herein to the contrary, Seller shall be solely responsible, at Seller's sole cost and expense, for all tenant reimbursements, credits and reconciliations due tenants for years prior to the year of Closing (or for all reconciliation periods prior to the current reconciliation period in which the Date of Closing Date occurs, as applicable).

7.3 As to any Tenant Leases assigned to Purchaser at Closing, Seller shall give Purchaser credits for (i) the aggregate amount of tenant security deposits held by Seller under said Tenant Leases; and (ii) the aggregate amount of any free rents or other rent concessions given to any Tenants under said Tenant Lease attributable to the period from and including the date of Closing to the last day of each applicable rent concession.

7.4 Seller shall pay for its own attorneys' fees, deed stamps, transfer or other similar taxes or fees for recording the deed based in whole or in part upon the consideration for or value of the Property, recording costs for any mortgage cancellation, and any and all defeasance costs associated with the defeasance of the current loan(s) encumbering the Property (if applicable). Purchaser shall pay for the recording of the deed, its own attorneys' fees, Survey costs, and title premium and title examination costs. Seller and Purchaser shall share equally in any closing and/or escrow fees charged by the Escrow Agent and/or Closing Agent.

8. **DESTRUCTION OR DAMAGE PRIOR TO THE CLOSING DATE; CONDEMNATION**

8.1 Subject to the provisions of this Contract, Seller shall bear the risk of all loss, destruction or damage to the Property or any portion thereof from any and all causes whatsoever to and including the Closing Date.

8.2 If at any time following the date of execution of this Contract and prior to the Closing Date any portion of the Property is destroyed or damaged as a result of fire or any other cause whatsoever, Seller shall promptly give notice thereof to Purchaser. The rights and obligations of the parties by reason of such destruction or damage shall be as follows:

(a) If the "cost of repair and restoration" (which term is hereinafter defined) necessitated by such destruction or damage shall be Five Hundred Thousand and 00/100 Dollars (\$500,000.00) or less, the obligations hereunder of the parties shall not be affected by such destruction or damage, and Purchaser shall accept title to the Property in its destroyed or damaged condition provided that: (i) at the Closing, Seller shall assign to Purchaser all of Seller's right, title and interest in and to the proceeds of any insurance carried by Seller and payable with respect to such destruction or damage and shall pay to Purchaser the amount of the "deductible" under the policy, if any; and (ii) the Purchase Price shall be reduced by the amount, if any, by which the cost of repair and restoration exceeds the amount of such proceeds available (and the amount of the deductible) for repair or restoration (less the actual cost of any repairs or restoration performed by Seller prior to the Closing at Purchaser's request).

(b) If the cost of repair and restoration necessitated by such destruction or damage shall exceed Five Hundred Thousand and 00/100 Dollars (\$500,000.00), Purchaser shall have the option either (i) to accept title to the Property in its destroyed or damaged condition in accordance with and subject to the provisions of Section 8.2(a)(i) above (and, in the case where the cost of repair and restoration is less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00), to also receive a credit against the Purchase Price as provided in Section 8.2(a)(ii), if any such credit is determined to be due under the provision), or (ii) to cancel this Contract by giving notice to that effect to Seller and the Escrow Agent not later than ten (10) days after the cost of repair and restoration is determined (as provided in Section 8.3), and upon the giving of such notice by Purchaser, this Contract shall be null and void and the parties shall have no further obligation or liability hereunder except that the Earnest Money shall be returned to Purchaser.

8.3 As used in Section 8.2, the term "cost of repair and restoration" shall mean that amount which is the average of (i) a bona fide estimate of the actual cost of repair and restoration obtained by Seller and delivered to Purchaser within ten (10) days after such destruction or damage from a reputable contractor regularly doing business in or near the area in which the Property is located; and (ii) a bona fide estimate of the actual cost of repair and restoration obtained by Purchaser and delivered to Seller within ten (10) days after such destruction or damage from a reputable contractor regularly doing business in or near the area in which the Property is located.

8.4 If on or prior to the Closing Date, all or any portion of the Property is taken by eminent domain or a notice of any eminent domain proceeding with respect to the Property or any part thereof is received by Seller, Seller shall immediately give written notice thereof with specificity to Purchaser. If such taking materially, adversely affects the Property in the sole, good faith determination of Purchaser, Purchaser shall have the option to complete the purchase hereunder without any abatement in the Purchase Price, or terminate this Contract, in which event this Contract shall be null and void and the Earnest Money shall be returned to Purchaser. Purchaser shall deliver written notice of its election to Seller within fifteen (15) calendar days after the date upon which Purchaser notifies Seller of such eminent domain

proceedings. If notice of condemnation is received by Purchaser and Purchaser fails to deliver written notice of Purchaser's election, such failure shall be deemed an election by Purchaser to complete the purchase of the Property under this Contract. If Purchaser elects (or is deemed to have elected) to complete the purchase of the Property hereunder, the purchase shall be completed in accordance with this Contract, except at the Closing Seller shall pay, assign and transfer to Purchaser all proceeds from such proceedings theretofore received by Seller with regard to the Property and all rights Seller has to any future proceeds of such eminent domain proceedings with regard to the Property, without in any manner affecting the Purchase Price.

9. **DUE DILIGENCE PERIOD**

9.1 (a) During the Due Diligence Period, Purchaser shall be permitted to enter the Property and to fully inspect and evaluate the Property and to conduct studies thereon, all to the extent permitted by this Contract, including, but not limited to, any and all surveys, non-invasive environmental studies, non-invasive examinations and tests of structural and mechanical systems deemed necessary by Purchaser upon receipt by Seller of notice (which may be verbal) at least one (1) business day in advance of the intended entry.

Notwithstanding the foregoing, Purchaser, its agents, contractors, consultants, employees, designees, representatives, engineers, subcontractors, accountants or attorneys (collectively, "Purchaser's Agents") shall not be permitted to interfere unreasonably with Seller's use of the Property. Purchaser acknowledges and agrees that its right to conduct physically invasive testing, including without limitation, soil sampling/testing, the penetration of walls or ceilings and/or the penetration of foundation slab shall be subject to Seller's prior written consent thereto, which consent may not be unreasonably withheld. In addition, certain of the existing improvements on the Property may need to be invasively tested and/or penetrated to address any environmental and/or structural integrity concerns (including but not limited to the presence of asbestos related materials). Purchaser shall provide to Seller via email to Henry Simons, Assistant City Manager of Operations, henry.simons@columbiasc.gov at least three (3) business days prior to the desired access date, the following information: (i) the reasons for, (ii) scope and parameters of, and (iii) the names and contact information of parties to perform, the requested invasive testing. Within three (3) business days of receipt, Seller shall provide notice to Purchaser of its consent or any objection to such invasive testing (the "Inspection Notice Period"); if Seller does not respond within the Inspection Notice Period, Seller shall be deemed to have consented to such testing. Seller shall provide an explanation of any objection, which shall be based upon a commercially reasonable objection to the manner, scope, parameters or adverse impacts which could be caused by such proposed testing. Purchaser and Seller agree to work cooperatively to allow reasonable testing at reasonable locations. Purchaser shall promptly repair any damage to the Property caused by any such inspections, samples, tests or investigations performed under this Section.

Purchaser hereby agrees to indemnify and hold harmless the Seller, its officials, employees, contractors, agent, officers and successors and assigns of each of the foregoing (collectively, the "Indemnified Parties") from and against any mechanics liens or claim therefor, any claim, cause of action lawsuit, damage, liability, loss, cost or expense (including without limitation attorney's fees) arising out of any (i) entry onto the Property by Purchaser or any of Purchaser's Agents or (ii) out of any inspections, samples, investigations, or tests conducted by Purchaser or any of Purchaser's Agents; provided, however, the indemnity in clause (ii) of this section shall not apply to any

diminution in value, lost profits, consequential damages or special damages arising out of any condition discovered as a result of such inspections, samples, investigations or tests so long as such condition was not actually caused by Purchaser or Purchaser's Agents.

The provisions of this Section 9.1(a) shall survive Closing or the termination of this Contract, for a period of six (6) months.

(b) If Purchaser determines for any reason or no reason that the Property is not suitable for Purchaser's purposes, Purchaser may allow this Contract to terminate. If Purchaser desires to continue this Contract beyond the Due Diligence Period, Purchaser shall give Seller written notice of continuation on or prior to the expiration of the Due Diligence Period. If Purchaser fails to give such written notice of its election to continue this Contract as provided above, this Contract shall automatically terminate, and the Earnest Money (less the independent consideration set forth in Section 2 above) shall be refunded to Purchaser.

9.2 Notwithstanding anything to the contrary contained herein, Purchaser shall have the right to extend the Due Diligence Period for up to **two additional periods of thirty (30) days each** ("DD Extensions"). To exercise a DD Extension, Purchaser must deliver to Seller written notice of its election to extend the Due Diligence Period no later than the expiration of the then current Due Diligence Period and deposit with the Escrow Agent within three (3) business days after the expiration of the then current Due Diligence Period an Additional Deposit. All Earnest Money, including any Additional Deposits, shall remain fully refundable to Purchaser until the expiration of the Due Diligence Period, as may be extended; thereafter, all Earnest Money shall be non-refundable to the Purchaser unless otherwise expressly stated in this Contract. All Earnest Money, including any Additional Deposits, shall be applicable to the Purchase Price at Closing.

9.3 Other than as expressly set forth in Section 9.1, any investigation or examination of the Property (or of other materials and matters with respect to the Property) performed by Purchaser or Purchaser's agents, contractors or consultants prior to the Closing shall be performed at the sole risk, cost and expense of Purchaser, and Purchaser shall be solely responsible for the acts, omissions, faults or neglects of Purchaser and Purchaser's agents, contractors and consultants with respect to any such investigations or examinations.

9.4 Prior to any entry upon the Property by or on behalf of Purchaser pursuant to the authority granted by this Contract, Purchaser shall deliver to Seller a certificate of insurance in form and content reasonably satisfactory to Seller evidencing public liability insurance coverage in favor of Seller, as an additional insured, in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate, and such insurance shall be kept in force by Purchaser throughout the term of this Contract.

10. **EARNEST MONEY DEPOSIT**

Within three (3) business days following the Effective Date, Purchaser shall deposit the Earnest Money with Escrow Agent. If Purchaser fails to timely deposit such Earnest Money, this Contract shall terminate. The Earnest Money shall be deposited into an FDIC insured interest bearing account. The Escrow Agent shall hold the Earnest Money subject to the conditions set forth on the attached Exhibit "E". At Closing, Escrow Agent shall pay the Earnest Money to Seller to be credited against the Purchase Price; provided, however, in the event Purchaser pays the full Purchase Price at Closing from its own funds, the parties shall instruct the Escrow Agent to immediately return the Earnest Money to Purchaser.

after Closing. The Earnest Money shall be fully refundable to Purchaser unless otherwise specifically set forth in this Contract as being non-refundable. In the event Purchaser has the right to and elects to terminate this Contract or allows same to terminate as provided herein, Escrow Agent shall refund the Earnest Money (less the independent consideration set forth in Section 2 above) upon receipt of notice of such termination; provided, if Seller disputes Purchaser's entitlement to a refund of the Earnest Money, Escrow Agent shall retain same, subject to the terms and conditions on the attached Exhibit "E" until receipt of joint instructions from the parties regarding the disposition of the Earnest Money. Notwithstanding anything in this Contract to the contrary, if Escrow Agent receives notice of termination from Purchaser, or Purchaser's attorneys, Sawyer Law Group, LLC, prior to the end of the Due Diligence Period, Escrow Agent shall and is hereby directed by Seller without the need for further confirmation to refund the Earnest Money (less the independent consideration set forth in Section 2 above) to Purchaser.

11. **BREACH BY SELLER**

If the sale and purchase of the Property contemplated by this Contract is not consummated because of Seller's default hereunder, Purchaser, may: (i) enforce specific performance of this Contract, including attorneys' fees for such action; or (ii) terminate this Contract and receive a refund of the Earnest Money. In the case of a willful gross misrepresentation and/or willful material default by Seller, if Purchaser elects to terminate this Contract, Purchaser also shall be entitled to recover its reasonable and documented out-of-pocket expenses and costs in connection with this Contract, including, but not limited to, the reasonable costs of conducting its due diligence investigation of the Property, together with reasonable costs and attorney's fees in any action for which Purchaser is the prevailing party for recovery of such costs and expenses, up to a maximum of \$200,000 (the "Default Reimbursement"); provided, however, that any Default Reimbursement shall be due and payable upon the earlier of the closing of a sale of the Property by the Seller to a third party or 18 months post-termination. In the event Seller fails to tender to the Default Reimbursement to Purchaser, when due and payable, within thirty (30) days of demand therefore, Buyer may pursue all available remedies to Buyer under law or equity. Notwithstanding the above, Purchaser shall not exercise any remedy hereunder unless it has first given Seller five (5) days prior written notice of default and Seller has failed to cure the default within such five (5) day period.

12. **BREACH BY PURCHASER**

If the sale and purchase of the Property contemplated by this Contract is not consummated because of Purchaser's default hereunder, the conditions precedent to Purchaser's obligation to Close under this Contract having been satisfied, Seller's sole remedy shall be the right to terminate this Contract and receive the Earnest Money from Escrow Agent, such sum being agreed upon as liquidated damages for the failure of Purchaser to perform the duties, liabilities and obligations imposed upon it by the terms of this Contract, and Seller agrees to accept and take said cash payment as total damages and as Seller's sole remedy in such event. It is agreed that Seller's damage would be difficult to ascertain and the Earnest Money then on deposit with Escrow Agent constitutes a reasonable forecast thereof and is intended not as a penalty but as full liquidated damages. Notwithstanding the above, Purchaser shall not exercise any remedy hereunder unless it has first given Seller five (5) days prior written notice of default and Seller has failed to cure the default within such five (5) day period.

13. **REAL ESTATE COMMISSIONS**

In the event of Closing, Seller shall pay a real estate commission to Trinity Partners-Cola, LLC ("Seller's Broker") pursuant to the terms of a separate written agreement. Each party represents and

warrants to the other that it has not dealt with any other real estate brokers and/or consultants who may claim a fee or commission in connection with the transaction(s) contemplated hereunder as a result of such party's acts, and Purchaser shall indemnify and hold the Seller harmless against any such claim made by any other broker claiming by, through or under the Purchaser. This provision shall survive the Closing.

14. **MISCELLANEOUS**

14.1 This Contract may be assigned by Purchaser, in its sole discretion and without prior consent of Seller, to any entity (a) of which Purchaser is the majority or controlling principal, shareholder, officer, partner, and/or member, or (b) which is otherwise directly or indirectly controlled by or under common control with The Kessler Enterprise, Inc., a Georgia corporation or Richard C. Kessler; provided that Purchaser's assignee shall assume all Purchaser's liabilities, obligations and duties hereunder and Purchaser shall remain liable hereunder in the event of any such assignment. Any other assignment or transfer of this Contract by Purchaser shall require the prior written consent of the Seller in each instance.

14.2 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 registered mail, return receipt requested, postage prepaid, (iii) sent by a reputable, national overnight delivery service (e.g., Federal Express, UPS, etc.), or (iv) sent by facsimile or pdf attachment to an e-mail (with the original being sent by one of the other permitted means or by regular United States mail upon request of the recipient) and addressed to each party (and any person designated to receive a copy) at the applicable address set forth herein below each party's signature. 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 third (3rd) day following deposit in the United States mail (if sent by United States registered mail and also simultaneously sent by email), 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 facsimile or pdf attachment to an e-mail (if sent by facsimile or pdf attachment to an e-mail, provided the original is sent by one of the other permitted means as provided in this paragraph or by regular United States mail if the recipient so requests), or if transmission is completed after 7:00 p.m. Eastern Time or on a day other than a business day, on the next succeeding business day. However, the time period within which a response to any notice or request must be given, if any, shall commence to run 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 at 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. Any notice provided for hereunder may be given by a party's attorney or other representative.

14.3 This Contract shall be construed under and in accordance with the laws of the State of South Carolina.

14.4 This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

14.5 This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. This Contract may not be modified except by written modification executed by all parties hereto.

14.6 Seller's obligations under this Contract shall survive Closing for a period of six (6) months thereafter except as otherwise expressly provided herein.

14.7 Time is of the essence in regard to the provisions of this Contract.

14.8 This Contract may be executed in any number of identical counterparts, each of which shall be effective only upon delivery, which may include delivery by facsimile or pdf attachment to e-mail, and thereafter shall be deemed an original, and all of which shall be taken together as one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Electronic or other true and complete copies of executed signature pages (except as to the documents to be signed and delivered at Closing) shall be as valid and binding as originals. Any signature page of this Contract may be detached from any counterpart of this Contract without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Contract identical in form hereto but having attached to it one or more additional signature pages.

14.9 Seller and/or Purchaser may consummate this transaction as part of a so-called like kind exchange (an "Exchange") pursuant to §1031 of the Internal Revenue Code of 1986, as amended (the "Code"), and each agrees to reasonably cooperate with the other to so consummate this transaction provided that: (i) the Closing shall not be delayed or affected by an Exchange nor shall the consummation or accomplishment of the Exchange be a condition precedent or condition subsequent to the obligations under this Contract of the party conducting the Exchange; (ii) the party conducting an Exchange (the "Exchangor") shall effect the Exchange through a qualified intermediary and the other party shall not be required to acquire or hold title to any real property for the purposes of consummating such Exchange; (iii) the Exchangor shall pay any and all additional costs that would not have otherwise been incurred by the parties had such party not consummated this transaction through the Exchange, regardless of when incurred; and (iv) the Exchangor shall indemnify, defend and hold harmless the other party from and against any costs, expense, or liabilities incurred as a result of the Exchange conducted by the Exchangor, included, but not limited to legal fees, accounting fees and any other expenses incurred as a result of an I.R.S. audit of the Exchange. Neither party shall by this Contract of acquiescence to an Exchange (1) have its rights under this Contract affected in any manner, or (2) be responsible for compliance with or be deemed to have warranted to the party conducting the Exchange that such Exchange in fact complies with §1031 of the Code.

14.10 If the expiration date of the Due Diligence Period, the Closing Date, or any other date for performance of any act under this Contract falls on a Saturday, Sunday or South Carolina state or federal holiday, the date for such performance shall automatically be extended to the first succeeding business day that is not a Saturday, Sunday or South Carolina state or federal holiday.

14.11 Seller and Purchaser represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. The Purchaser, hereby agrees to defend, indemnify and hold harmless the Seller from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranty.

[SIGNATURE PAGES FOLLOW]

SIGNED, SEALED AND DELIVERED as of the date first above set forth.

WITNESSES:

SELLER:

CITY OF COLUMBIA

By: _____ (SEAL)

Teresa B. Wilson
City Manager

DATE OF ACCEPTANCE
AND EXECUTION: _____

STREET ADDRESS FOR NOTICES TO SELLER:

City of Columbia
Attn: Teresa B. Wilson
City Manager
1737 Main Street
Columbia, SC 29201
Email: teresa.wilson@columbiasc.gov

With copy to:

Teresa Knox
City Attorney
1401 Main Street
10th Floor
Columbia, SC 29201
Email: teresa.knox@columbiasc.gov

With copy to:

Jeff Palen
CFO/Asst. City Manager for Development & Finance
1737 Main Street
Columbia, SC 29201
Email: jeff.palen@columbiasc.gov

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

SIGNED, SEALED AND DELIVERED as of the date first above set forth.

WITNESSES:

PURCHASER:

THE KESSLER ENTERPRISE, INC.
a Georgia corporation

By: _____ (SEAL)
Richard C. Kessler, President

DATE OF ACCEPTANCE
AND EXECUTION: _____

STREET ADDRESS FOR NOTICES TO PURCHASER:

The Kessler Enterprise, Inc.
Attn: Fravy Collazo
4901 Vineland Road, Suite 650,
Orlando Florida, 32811
Telephone: (407) 996-9979
Email: Fravy.Collazo@kesslercollection.com

With copy to:

Sawyer Law Group, LLC
Attn: Jennifer D. Sawyer
111 East 34th Street
Savannah, Georgia 31401
Telephone: (912) 662-8612
Fax: (912) 662-8616
E-Mail: jsawyer@sawyerlg.com

[END OF SIGNATURE PAGES]

Exhibit "A"

Property Description

1112 WASHINGTON ST | R09013-05-01

Print



Address

Address	1112 WASHINGTON ST
Municipality	Columbia
School District	Richland School District 1
Garbage Coll. Day	No Pickup
Recycling Coll. Day	No Pickup
Yard Trash Coll. Day	No Pickup
Latitude	0.00000
Longitude	0.00000
Elevation	305 ft

Census

Year	2010	2000	1990
Avg Hshld Income	\$42,554	\$15,455	\$5,416
Avg Home Value	\$236,100	\$0	\$87,500
Pop. Density (/sqmi)	0	94	93

Property

TMS	R09013-05-01
Owner	CITY OF COLUMBIA
Beds	0.0
Baths	0.0
Heated Sqft	100
Year Built	1900
Tax District	1CC
Land Value	\$2,890,000
Building Value	\$7,900
Taxable Value	\$0
Market Value	\$2,897,900
Last Sale	\$0 (01/01/1971)
Zoning	DAC
Secondary Zoning	
Owner Occupied	

Political

Voting Precinct	Ward 30
Voting Location	Arsenal Hill Park
County Council Dist.	4
County Council Rep.	Paul Livingston
SC Senate Dist.	26
SC Senate Rep.	Russell L. Ott
SC House Dist.	72
SC House Rep.	Seth Rose
County Magistrate Dist.	COLUMBIA
County Magistrate	JUDGE STEPHANIE BESS
Congressional Dist.	6
Congressional Rep.	James Clyburn
Sheriff Region	4

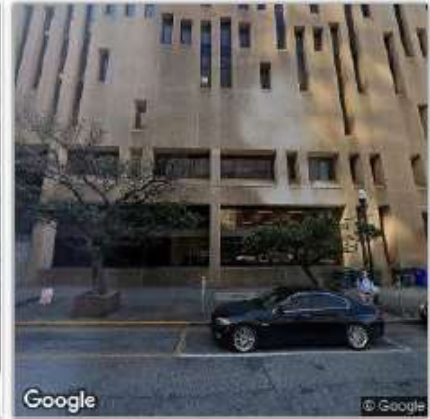
Disclaimer: This application is a product of the Richland County GIS Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local government agencies. Reasonable efforts have been made to ensure the accuracy of this map. However, the information presented should be used for general reference only. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of the information presented herein.

Exhibit "A"

Property Description (cont'd)

1136 WASHINGTON ST | R09013-05-02

Print



Address

Address	1136 WASHINGTON ST
Municipality	Columbia
School District	Richland School District 1
Garbage Coll. Day	No Pickup
Recycling Coll. Day	No Pickup
Yard Trash Coll. Day	No Pickup
Latitude	0.00000
Longitude	0.00000
Elevation	307 ft

Census

Year	2010	2000	1990
Avg Hshld Income	\$42,554	\$15,455	\$5,416
Avg Home Value	\$236,100	\$0	\$87,500
Pop. Density (/sqmi)	0	94	93

Property

TMS	R09013-05-02
Owner	CITY OF COLUMBIA
Beds	0.0
Baths	26.0
Heated Sqft	90,402
Year Built	1970
Tax District	1CC
Land Value	\$1,959,400
Building Value	\$8,876,400
Taxable Value	\$0
Market Value	\$10,835,800
Last Sale	\$4,500,000 (11/14/2003)
Zoning	DAC
Secondary Zoning	
Owner Occupied	

Political

Voting Precinct	Ward 30
Voting Location	Arsenal Hill Park
County Council Dist.	4
County Council Rep.	Paul Livingston
SC Senate Dist.	26
SC Senate Rep.	Russell L. Ott
SC House Dist.	72
SC House Rep.	Seth Rose
County Magistrate Dist.	COLUMBIA
County Magistrate	JUDGE STEPHANIE BESS
Congressional Dist.	6
Congressional Rep.	James Clyburn
Sheriff Region	4

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Exhibit "A"

Property Description (cont'd)

1112 WASHINGTON ST | R09013-05-18

Print



Address

Address	1112 WASHINGTON ST
Municipality	Columbia
School District	Richland School District 1
Garbage Coll. Day	No Pickup
Recycling Coll. Day	No Pickup
Yard Trash Coll. Day	No Pickup
Latitude	0.00000
Longitude	0.00000
Elevation	305 ft

Census

Year	2010	2000	1990
Avg Hshld Income	\$42,554	\$15,455	\$5,416
Avg Home Value	\$236,100	\$0	\$87,500
Pop. Density (/sqmi)	0	94	93

Property

TMS	R09013-05-18
Owner	CITY OF COLUMBIA
Beds	0.0
Baths	2.0
Hested Sqft	27,642
Year Built	1974
Tax District	1CC
Land Value	\$296,600
Building Value	\$2,229,500
Taxable Value	\$0
Market Value	\$2,528,100
Last Sale	\$0 (08/28/2025)
Zoning	DAC
Secondary Zoning	
Owner Occupied	

Political

Voting Precinct	Ward 30
Voting Location	Arsenal Hill Park
County Council Dist.	4
County Council Rep.	Paul Livingston
SC Senate Dist.	26
SC Senate Rep.	Russell L. Ott
SC House Dist.	72
SC House Rep.	Seth Rose
County Magistrate Dist.	COLUMBIA
County Magistrate	JUDGE STEPHANJE BESS
Congressional Dist.	6
Congressional Rep.	James Clyburn
Sheriff Region	4

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Exhibit “B”
Lease Exhibit



WASHINGTON SQUARE – LEASED SPACES SUMMARY

Long-Term Leases

- **Columbia News Stand**
 - 1100 Washington Street
 - Lease expires **12/31/2029**
- **Sky Bistro & Pub**
 - 1120,1122,1124 Washington + Storage 111B & 1120A
 - Lease expires **8/31/2026**
 - Holds a **5-year extension option** (rent to be renegotiated)

Month-to-Month Tenants

- Camon – 1332 Assembly Street
- Floral Elegance – 1116 Washington Street
- Franklin’s Printing – 1114 Washington Street
- Friendly Finance – 1112 Washington Street

(Note: Attached, separate spreadsheets provide the monthly and annual costs.)

Vacant Space (as of June 1, 2025)

- Multiple suites totaling **7,183 sq ft** vacant
- Total building square footage: **20,269 sq ft**

Other Annual Property Costs

- Dominion Energy: ~\$3,800
- City of Columbia Water: ~\$2,395
- City of Columbia Waste: ~\$736.80
- Total Annual Estimated Utilities: **\$6,731.80**

WASHINGTON DECK SUMMARY

Parking Capacity

- Total Spaces: **457**
 - Visitor/Passport Spaces: **10**
 - Charging Station Spaces: **2**
 - Estimated City Employee Parking: **Approximately 414 employees**
 - Assigned Fleet – **City of Columbia 54**
- (Note: This includes future or projected departments. Employee counts fluctuate, and departments do not always notify Parking when staff leave.)*

Leased / Paid Parking

- **Sheraton Hotel – 58 spaces total**
 - Guest Parking: **38 @ \$155/month**
 - Employee Roof: **12 @ \$35/month**
 - Valet: **8 @ \$120/month**
- **State Auditor: 35 spaces @ \$20/month**
- **Ameris Bank: 1 space @ \$85/month**
- **Individual Parker: 1 space @ \$85/month**

Affiliate Parking Partners

- Main Street District – 12 spaces total
- Security Officers (Allied Universal) – 3 spaces
- EM&L – 2 spaces

Projected Parking total - 580

Exhibit "B-1"

Rent Roll

City of Columbia Rent Roll 12/10/2025							
TENANT	TENANT SPACE	SQUARE FEET	RATE	ANNUAL RENT	MONTHLY	TERM	LEASE EXPIRATION
CAMON	1332 Assembly Street	1,906	\$14.50	\$27,686.00	\$2,305.50	0	Month to Month
COLUMBIA NEWS STAND	1100	1,691	\$13.71	\$23,042.72	\$2,253.56	0	12/31/2029
	Washington Street						
FLORAL ELEGANCE	1116	1,304	\$8.74	\$11,396.96	\$950.00	0	Month to Month
	Washington Street						
FRANKLIN'S PRINTING	1114	2,439	\$11.31	\$27,585.09	\$2,298.75	0	Month to Month
	Washington Street						
SKY BISTRO & PUB	1120, 1122, 1124, Storage 1116A & 1120A	4,454	\$13.47	\$59,995.38	\$4,999.61	5 year Option	8/31/2028
VACANT SPACE	Total Leased	11,796	Total	\$153,696.15	\$12,807.42		
VACANT SPACE	1106	1,999					
	Washington Street						
VACANT SPACE	1112	1,290,000					
	Washington Street						
VACANT SPACE	1104	1,405					
	Washington Street						
VACANT SPACE	1102	1324					
	Washington Street						
VACANT SPACE	1106 A	911					
	Washington Street						
VACANT SPACE	1106 B	911					
	Washington Street						
VACANT SPACE	1118	833					
	Washington Street						
VACANT SPACE	Total Vacant	8,473					
	Total Square	20,269 +/-					
VACANT SPACE	Footage						
VACANT SPACE	Annual						
Dominion Energy	\$3,800 +/-						
City of Columbia	\$2,355 +/-						
Water							
City of Columbia	\$736.80 +/-						
Waste							
Total	\$6,731.80						

Exhibit "C"*Due Diligence Materials*

The following, **to the extent they are in Seller's possession or reasonable control as owner of the Property:**

1. A full set of construction and/or architectural plans.
2. Any General contractor's name and address along with the following sub-contractors' names and addresses:
 - A. Mechanical;
 - B. Electrical;
 - C. Roof; and
 - D. Paving.
3. Copies of all warranties including roof and mechanical.
4. A list of all security deposits held by current owner.
5. Copy of the owner's title insurance policy with all exhibits.
6. Copies of all original certificates of occupancy.
7. Copies of all leases currently in effect at the property with all correspondence, exhibits and amendments.
8. As-built survey.
9. A copy of the most recent environmental report.

10. A copy of current rent roll.
11. A copy of all vendor/service contracts.
12. A detailed listing of capital expenditures in 2023, 2024, and to date in 2025 and projected to be made for the remainder of 2026.
13. A copy of the year-ending 2023, 2024 Operating Statements and year-to-date 2025 Operating Statement.
14. A general ledger for the Property.
18. Utility account numbers, vendors and meter information.
19. List of all Personal Property of Seller on/at the Property.
20. Copies of all current inspection reports related to the Property (e.g., fire alarm, back flow prevention devices, elevators, etc.).
21. Copies of all engineering, structural, mechanical, and soils reports related to the Property,

Exhibit "D"*Form of Estoppel Letter*

RE: Lease between _____ as Landlord ("Landlord") (or its predecessor in interest) and _____ as Tenant ("Tenant"), which was executed by _____ with respect to _____ (the "Premises") (the "Lease")

Ladies and Gentlemen:

Tenant understands that Landlord intends to sell the property which is the subject of the Lease to _____ or its assignee and in connection with such sale Tenant hereby certifies as follows:

1. The date and caption of the Lease and all amendments/assignments is as follows:

A complete and accurate copy of the Lease, as amended and/or assigned or subjected to any sublease referenced above, is attached hereto as Exhibit "A" and there are no other agreements or commitments between Tenant and Landlord relating to the Premises other than as expressly set forth in the attached Exhibit "A".

2. The Premises contains _____ net rentable square feet.
3. The Lease Commencement Date was _____.
4. The Lease Termination Date is _____.
5. The Lease is in full force and effect.
6. Tenant has accepted possession of the Premises, which have been completed in accordance with the requirements of the Lease.
7. There is no free rent or other rent concessions and no offsets or credits against rentals or other monetary obligations under the Lease; there are no outstanding claims or defenses to enforcement of the Lease; and all of Landlord's obligations of an inducement nature have been fulfilled.
8. Tenant has the following option(s) to renew or extend the Lease term:
Number of renewal or extension terms _____.
Length of each renewal or extension term _____.
9. Tenant does not have an option or rights of first refusal to acquire the Property.

The person executing this certification is duly authorized to execute the same on behalf of Tenant and this certificate is and shall be binding on the Tenant, its successors and assigns.

Tenant acknowledges that The Kessler Enterprise, LLC, or its assignee will rely on the statements contained herein in purchasing the property which is the subject of the Lease. This certification is for the benefit of The Kessler Enterprise, LLC, and its successors and assigns, and lender of The Kessler Enterprise, LLC, and said lender's successors or assigns.

TENANT:

By: _____
Name: _____
Title: _____
Date: _____

Exhibit "E"

Escrow Conditions

1. In performing any of its duties hereunder, Escrow Agent shall not incur any liability to anyone for any damages, losses, or expenses, unless such action or omission is negligent, willful or inconsistent with the provisions of this Contract. Unless the Escrow Agent has actual knowledge to the contrary, Escrow Agent may rely upon any instrument as being duly executed, valid, and effective, and as containing accurate information and genuine signatures.

2. Notwithstanding anything in this Contract to the contrary, in the event of a dispute between Seller and Purchaser arising prior to or at the time of the delivery or other disposition of the Earnest Money by Escrow Agent pursuant hereto, which dispute shall be sufficient, in the sole discretion of Escrow Agent, to justify its doing so, Escrow Agent shall be entitled to tender the Earnest Money into the registry or custody of any court of competent jurisdiction, together with such legal pleadings as it may deem appropriate, and thereupon Escrow Agent shall be discharged from all further duties and liabilities under this Contract. Any such legal action may be brought in such court as Escrow Agent shall determine to have jurisdiction thereof. Escrow Agent's determination of whether a dispute exists between Seller and Purchaser shall be binding and conclusive upon all parties hereto, notwithstanding any contention that no dispute exists. All costs and expenses incurred by Escrow Agent in taking any action pursuant to this paragraph shall be covered by and paid pursuant to the indemnification of Escrow Agent contained in the following paragraph.

3. Purchaser shall, and does hereby, indemnify, defend, and hold Escrow Agent harmless from, against, and in respect of: (i) any and all demands, judgments, expenses, costs, losses, injuries, or claims of any kind whatsoever whether existing on the date hereof or hereafter arising, incurred by Escrow Agent by reason of, from, or in connection with this Contract or any action taken or not taken by Escrow Agent under or in connection with this Contract; and (ii) any and all counsel fees, expenses, disbursements of counsel, amounts of judgments, demands, assessments, costs, fines, or penalties, and amounts paid in compromise or settlement, incurred or sustained by Escrow Agent by reason of, in connection with, or as a result of any claim, demand, action, suit, investigation, or proceeding (or any appeal thereof or relating thereto or other review thereof) incident to the matters covered by the immediately preceding clause (i).

4. If Escrow Agent shall notify Seller and Purchaser of its desire to be relieved of any further duties and liabilities hereunder, then Escrow Agent shall deliver the Earnest Money to a successor escrow agent designated by Seller and Purchaser. If Seller and Purchaser shall fail to agree upon and designate a successor escrow agent within ten (10) days after having been requested by Escrow Agent to do so, then Escrow Agent shall in its discretion designate the successor escrow agent. The successor escrow agent designated by Seller and Purchaser or by Escrow Agent, as the case may be, shall be a bank or trust company having trust powers in good standing and located in Columbia, South Carolina, and shall agree to be bound by all the terms and conditions of this Contract. Immediately upon agreement by the successor escrow agent to be bound by all the terms and conditions of this Contract, the original Escrow Agent shall be relieved of any and all duties and liabilities under or in connection with this agreement; provided, however, that no successor escrow agent shall assume any liability for the acts or omissions of its predecessor escrow agent(s) hereunder.

5. The agency created in Escrow Agent hereby is coupled with an interest of Seller and Purchaser and shall be binding upon and enforceable against the respective heirs, successors, legal representatives and assigns of Seller and Purchaser. This escrow shall not be revoked or terminated by

reason of the death, incompetency, dissolution, or liquidation of Seller or Purchaser, but shall continue to be binding upon and enforceable against the respective heirs, successors, legal representatives and assigns of Seller and Purchaser in the manner provided herein. In the event of the death, incompetency, dissolution, or liquidation of Seller or Purchaser, Escrow Agent may rely and act upon any notices permitted or required to be given hereunder from any person, firm, partnership, or corporation believed by Escrow Agent in good faith to be the heir, successor, legal representative or assign of such dissolved or liquidated party.

ACKNOWLEDGED AND AGREED TO BY ESCROW AGENT:



MEETING DATE: January 6, 2026

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2026-001 - Granting an encroachment to Columbia-Garners Ferry DB, LLC, for the use of the right of way areas of the 6900 block of Garners Ferry Road, the 100 block of Old Veterans Road and the 100 block of Veterans Road for the installation and maintenance of sidewalks adjacent to 7001 Garners Ferry Road, Richland County TMS# 16406-01-01

REQUISITION NO.: 2026-001

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** 2026-001 - Dutch Bros Coffee - encroachment (PDF)
- **#b:** 2026-001 - Encroachment Case packet (PDF)

ORDINANCE NO.: 2026-001

Granting an encroachment to Columbia-Garners Ferry DB, LLC, for the use of the right of way areas of the 6900 block of Garners Ferry Road, the 100 block of Old Veterans Road and the 100 block of Veterans Road for the installation and maintenance of sidewalks adjacent to 7001 Garners Ferry Road, Richland County TMS# 16406-01-01

WHEREAS, Columbia-Garners Ferry DB, LLC, (hereinafter "Grantee") desires to utilize a portion of the right of way areas of the 6900 block of Garners Ferry Road, the 100 block of Old Veterans Road and the 100 block of Veterans Road for the installation and maintenance of sidewalks measuring approximately five (5') feet in width one hundred forty (140') feet in length adjacent to 7001 Garners Ferry Road, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2025, that Grantee is hereby granted the right to use the right of way areas of the 6900 block of Garners Ferry Road, the 100 block of Old Veterans Road and the 100 block of Veterans Road adjacent to 7001 Garners Ferry Road, Richland County TMS# 16406-01-01, for the installation and maintenance of sidewalks measuring approximately five (5') feet in width one hundred forty (140') feet in length, as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns; and,

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.

3. Grantee is responsible for maintaining landscaping and improvements.

4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.

6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.

7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

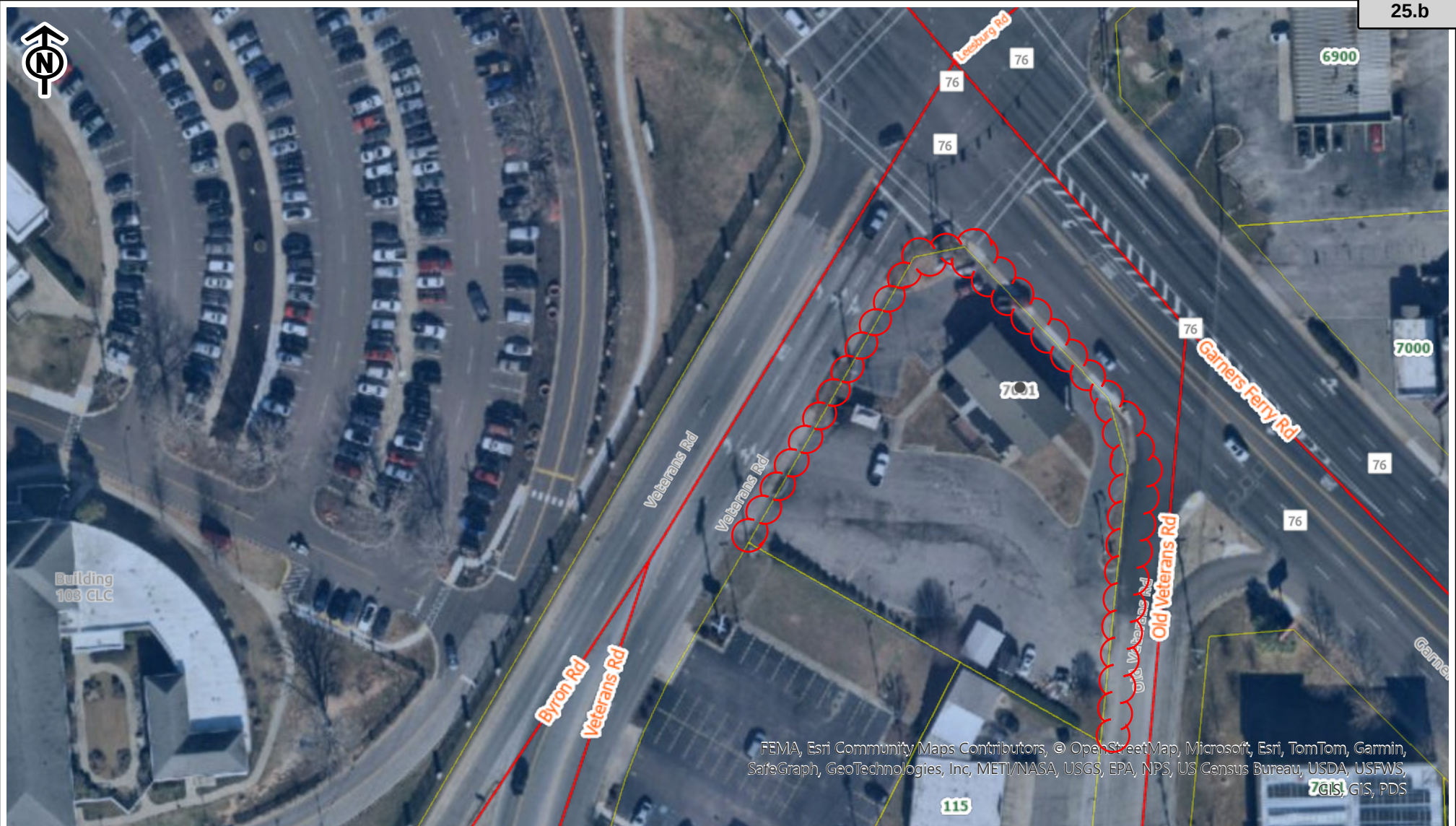
**CITY COUNCIL
ENCROACHMENT SUMMARY
2026-001**



**6900 BLOCK OF GARNERS FERRY, 100 BLOCK OF OLD VETERANS ROAD, AND
100 BLOCK OF VETERANS ROAD
ADJACENT TO 7001 GARNERS FERRY ROAD
SIDEWALKS**

Subject Property:	Right-of-way adjacent to 7001 Garners Ferry Road
Council District:	3
Proposal:	The applicant is requesting an encroachment for installation and maintenance of sidewalks.
Applicant:	Columbia-Garners Ferry DB, LLC
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for the installation and maintenance of sidewalks measuring approximately five (5') feet in width one hundred forty (140') feet in length adjacent to 7001 Garners Ferry Road, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
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City of Columbia

This map was prepared using
the City GIS Viewer

City of Columbia - GIS Division

11/26/2025 1:13 PM



Tax Parcel

Address Point

Dwelling Type

- Single Family
- Multi Unit
- Others
- InActive

Street & Ownership

CFCC,Ownership

Interstate

Highway

City Maintained

State Maintained

Private

Others

Outside Columbia City Limits

Columbia City Limits

FEMA Flood Hazard Area

FLD_ZONE, ZONE_SUBTY

AE - Floodway

AE - 100yr Flood Plain

A - No Base Flood Elevation

X - 500yr Flood Plain

NearMap Cache 2025

RGB

Red: Band_1

Green: Band_2

Blue: Band_3

0 0.01 0.01 0.03
mi

CITY OF COLUMBIA GIS DATA DISCLAIMER:

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



Permanent Encroachment

Application and Checklist

4. Project Description

Provide a brief description of the project and list all items that will be placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

This Project is located on the corner of Old Veterans Road, Veterans Road, and Garners Ferry Road. The property is currently a car dealership and is proposed to become a Dutch Bros Coffee.

Items in Right-of-Way:

- Sidewalk on Garners Ferry
- Driveway and sidewalk on Old Veterans Road
- Driveway and sidewalk on Veterans Road

For staff use only

Date received (M/D/Y): ____/____/____

By: _____



Permanent Encroachment

Application and Checklist

Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

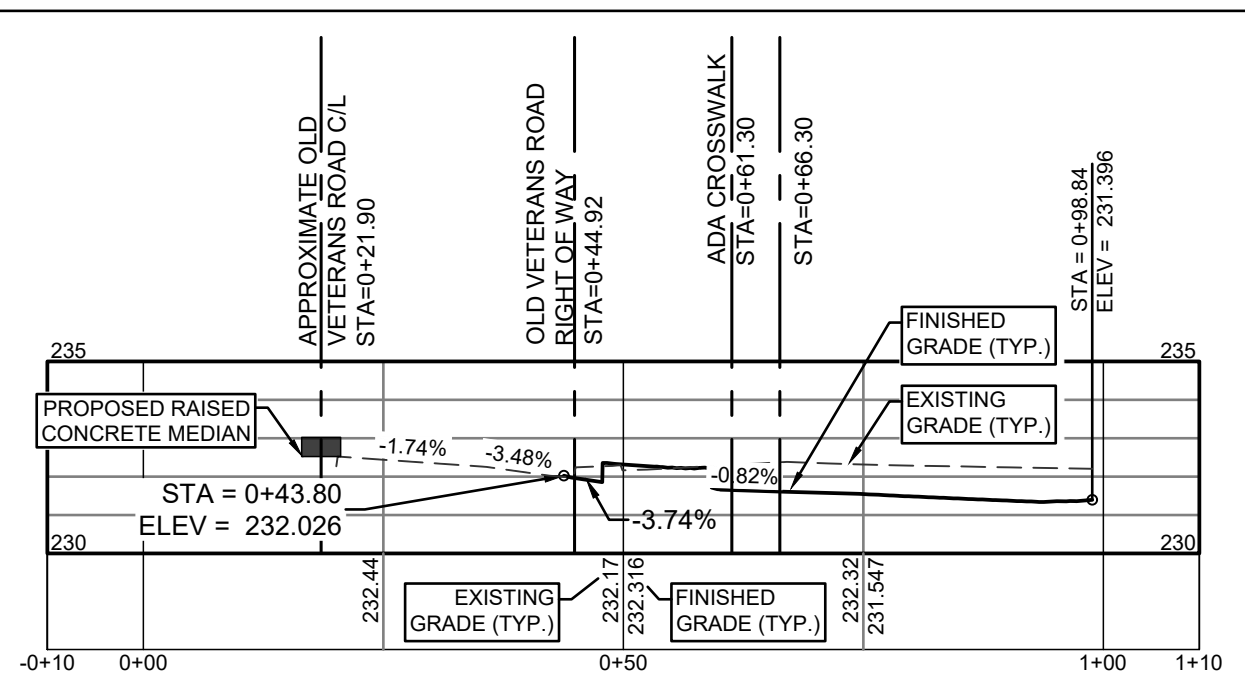
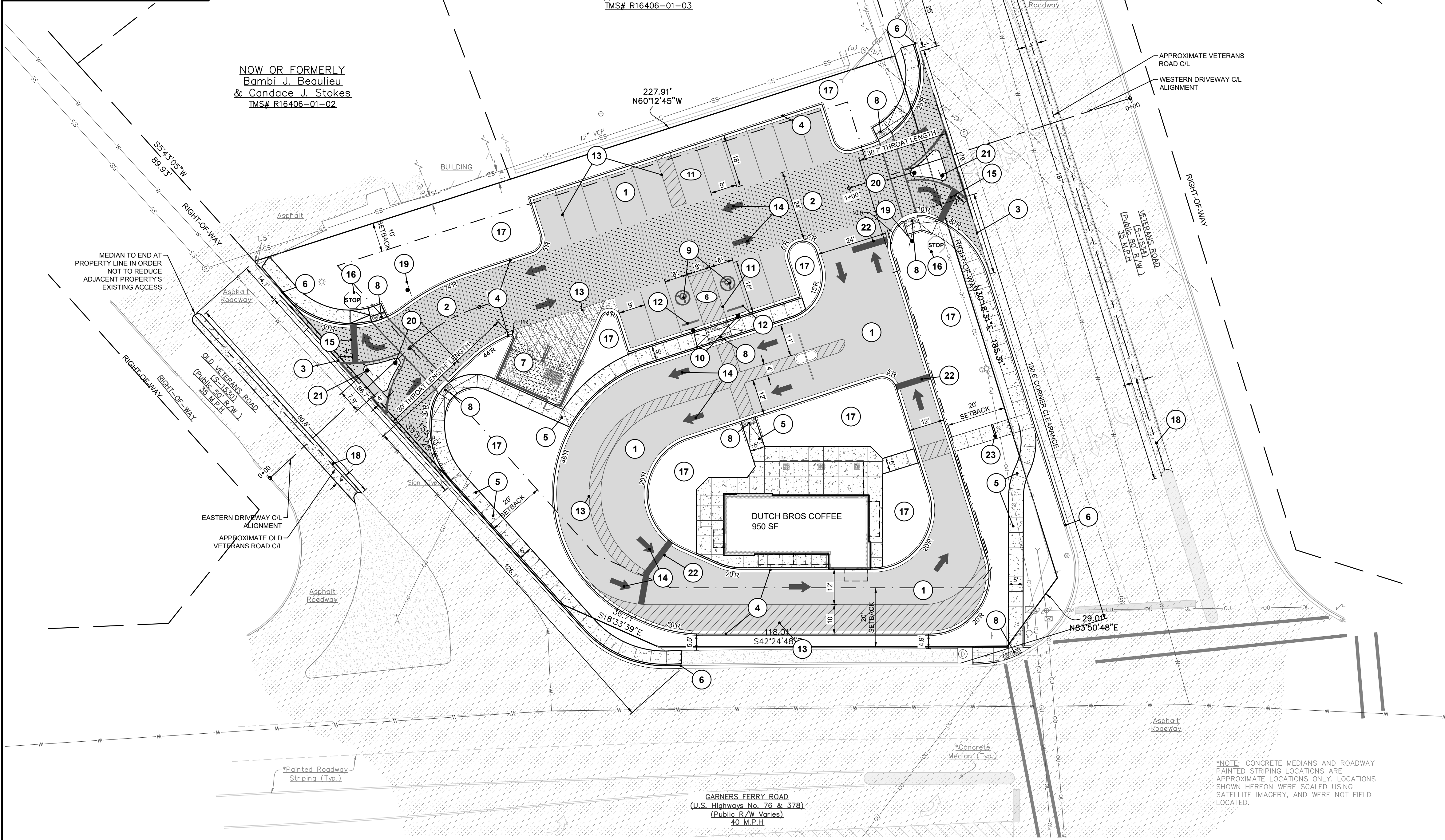
Signature of Applicant

Print Name

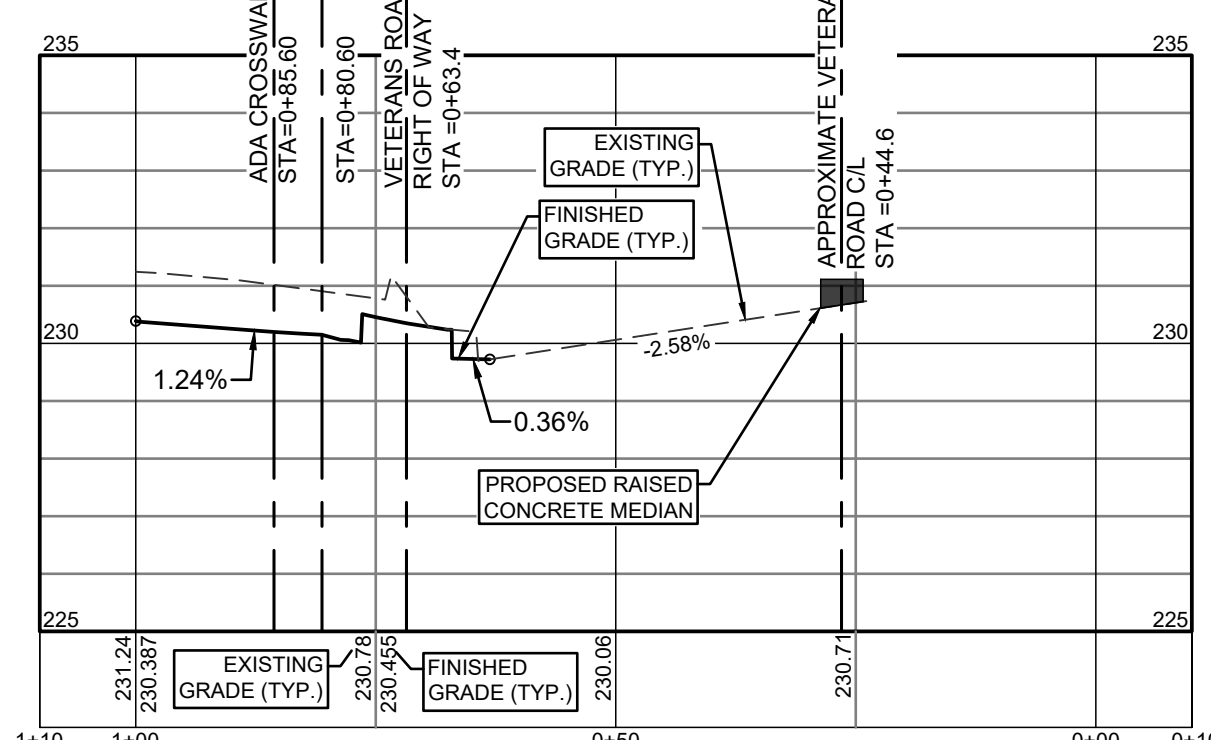
Stephen Knudsen

Date

7/8/25



EASTERN DRIVEWAY PROFILE



WESTERN DRIVEWAY PROFILE

PAVEMENT LEGEND

	1 STANDARD DUTY ASPHALTIC CONCRETE PAVEMENT (SEE DETAIL)		5 STANDARD DUTY CONCRETE PAVEMENT (SEE DETAIL)
	2 HEAVY DUTY ASPHALTIC CONCRETE PAVEMENT (SEE DETAIL)		7 HEAVY DUTY CONCRETE PAVEMENT (SEE DETAIL)

CODED NOTES

- 1 STANDARD DUTY ASPHALTIC CONCRETE PAVEMENT. VERIFY PAVEMENT SECTION WITH PROJECT GEOTECHNICAL REPORT AND/OR OWNER'S GEOTECHNICAL ENGINEER. (TYPICAL) (SEE DETAIL)
- 2 HEAVY DUTY ASPHALTIC CONCRETE PAVEMENT. VERIFY PAVEMENT SECTION WITH PROJECT GEOTECHNICAL REPORT AND/OR OWNER'S GEOTECHNICAL ENGINEER. (TYPICAL) (SEE DETAIL)
- 3 CONTRACTOR SHALL TIE NEW ASPHALT PAVEMENT INTO EXISTING PAVEMENT ALONG THIS LINE.
- 4 FURNISH AND INSTALL NEW 18" CONCRETE "L" TYPE CURB AND GUTTER. INSTALL CONTROL JOINTS AT 10.0' O.C. AND EXPANSION JOINTS AT 50.0' O.C. SEAL ALL EXPANSION JOINTS. (TYPICAL) (SEE DETAIL)
- 5 FURNISH AND INSTALL 4" THICK 3000 PSI CONCRETE SIDEWALK. (WIDTH OF WALK VARIES AS SHOWN ON PLAN) CONTRACTOR SHALL INSTALL CONTROL JOINTS AT 6.0' O.C. AND AT BENDS IN THE CONCRETE. INSTALL EXPANSION JOINTS AT JUNCTIONS BETWEEN WALKS. MAXIMUM CROSS SLOPE = 2.0%. SEAL ALL EXPANSION JOINTS. ALL SIDEWALKS ALONG ACCESSIBLE ROUTES SHALL BE ADA COMPLIANT. (TYPICAL) (SEE DETAIL)
- 6 CONTRACTOR SHALL TIE NEW CURB AND GUTTER INTO EXISTING CURB AND GUTTER AT THIS LOCATION.
- 7 FURNISH AND INSTALL DUMPSTER PAD AND ENCLOSURE. DUMPSTER PAD SHALL BE HEAVY DUTY CONCRETE PAVEMENT. (SEE HEAVY DUTY CONCRETE PAVEMENT DETAIL) INSTALL CONTROL JOINTS AS SHOWN ON THE PLAN. INSTALL EXPANSION JOINTS AT ALL JUNCTIONS WITH OTHER PAVEMENTS OR CURB. SEAL ALL EXPANSION JOINTS. (SEE ARCHITECTURAL DRAWINGS FOR ENCLOSURE DETAILS). CONFIRM CONFIGURATION BEFORE CONSTRUCTION.
- 8 ACCESSIBLE RAMP WITH DETECTIBLE WARNING SURFACE. FEATHER CURB WHEN APPLICABLE. (TYPICAL) (SEE DETAIL) ENSURE LANDING AREA SLOPE DOES NOT EXCEED 2.0%. MAXIMUM RISE SHALL NOT EXCEED 6" IN 6'.
- 9 APPLY PAINTED ACCESSIBLE SYMBOL. (TYPICAL AT ALL ACCESSIBLE PARKING SPACES) (SEE DETAIL)
- 10 FURNISH AND INSTALL ACCESSIBLE SIGNAGE. (TYPICAL AT ALL ACCESSIBLE PARKING SPACES) (SEE DETAIL)
- 11 APPLY 4" WIDE PAINTED BLUE STRIPING FOR ACCESSIBLE ROUTES @ 45°, 2' O.C. PER ADA STANDARDS. (SEE STRIPING NOTES)
- 12 FURNISH AND INSTALL PRECAST CONCRETE WHEELSTOP. (TYPICAL) (SEE DETAIL)
- 13 APPLY 4" WIDE, 45° PAINTED WHITE PARKING LOT STRIPING, WITH 2' SPACING. (TYPICAL) (SEE STRIPING NOTES)
- 14 APPLY PAINTED WHITE TRAFFIC DIRECTIONAL FLOW ARROW. (TYPICAL) (SEE STRIPING NOTES) (SEE DETAIL)
- 15 APPLY 24" WIDE PAINTED THERMOPLASTIC WHITE STOP BAR. (TYPICAL) (SEE STRIPING NOTES)
- 16 FURNISH AND INSTALL 36" STOP SIGN PER MUTCD R1-1-36. (TYPICAL)
- 17 LANDSCAPE AREA. SEE LANDSCAPE PLANS FOR PERMANENT GROUND COVER.
- 18 CONTRACTOR SHALL CONSTRUCT 4' WIDE RAISED CONCRETE MEDIAN WITH 9"x15" MEDIAN CURB PER SCDOT STANDARD DETAILS.
- 19 CONTRACTOR SHALL FURNISH AND INSTALL "YIELD TO PEDESTRIANS" SIGN PER MUTCD R1-5.
- 20 CONTRACTOR SHALL FURNISH AND INSTALL "KEEP RIGHT" SIGN PER MUTCD R4-7-24.
- 21 CONTRACTOR SHALL FURNISH AND INSTALL "NO LEFT TURN" SIGN PER MUTCD R3-2-24.
- 22 APPLY 24" WIDE PAINTED WHITE STOP BAR. (SEE STRIPING NOTES)
- 23 CONCRETE STAIRS. SEE GRADING PLAN FOR MORE INFORMATION.

NOTE REGARDING STRIPING:

1. ALL PAVEMENT MARKINGS SHALL BE APPROVED PERMANENT PAVEMENT MARKINGS PER SECTIONS 625, 626, OR 627 WITHIN THE SCDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
2. ALL PARKING LOT STRIPING SHOWN SHALL BE PERFORMED BY THE CONTRACTOR USING WHITE TRAFFIC MARKING PAINT UNLESS OTHERWISE LISTED BELOW OR NOTED ON THE PLANS. PAINT SHALL BE FS-TT-P-1952, (WATERBORNE) TRAFFIC PAINT AND SHALL BE APPLIED IN TWO COATS AND IN STRICT ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
3. ITEMS THAT SHALL BE PAINTED WHITE PAINT INCLUDE: PARKING STALLS; DIRECTIONAL ARROWS; ON-SITE STOP BARS; AND PEDESTRIAN CROSS WALKS.
4. ITEMS THAT SHALL BE PAINTED YELLOW PAINT INCLUDE: ALL SITE WORK PROTECTIVE GUARD POSTS BEYOND FIVE FEET OF THE BUILDING AND STEEL PIPE BASE OF HANDICAP PARKING SIGNS.
5. ITEMS THAT SHALL BE PAINTED BLUE PAINT INCLUDE: HANDICAP PARKING STALLS; HANDICAP SYMBOLS; AND ACCESSIBLE STRIPED ISLANDS ADJACENT TO HANDICAP PARKING SPACES.

SIGNAGE NOTES

1. THE CONTRACTOR SHALL FURNISH AND INSTALL "HANDICAPPED PARKING" SIGNS WITH IDENTIFYING HANDICAPPED SYMBOL AT ALL HANDICAPPED PARKING SPACES. SIGNS SHALL BE 12"x18", 0.05 ALUMINUM WITH BAKED ENAMEL FINISH. SIGNS SHALL BE WHITE LETTERING ON BLUE BACKGROUND, WITH INSTALLATION AS SHOWN ON THE DETAIL SHEET. SIGNS SHALL CONFORM TO FEDERAL HIGHWAY ADMINISTRATION AND/OR SCDOT SPECIFICATIONS. INCLUDE "VAN ACCESSIBLE" SIGNAGE WHERE APPLICABLE. ALL SIGNAGE SHALL BE ADA AND MUTCD COMPLIANT.
2. THE CONTRACTOR SHALL FURNISH AND INSTALL "STOP" SIGNS IN THE LOCATIONS INDICATED ON THE PLANS. "STOP" SIGNS SHALL BE 36"x36", WITH RED REFLECTORIZED BACKGROUND AND WHITE REFLECTORIZED LEGEND AND BORDER CONFORMING TO MUTCD SPECIFICATIONS FOR R1-1-36.

SITE NOTES:

1. TMS R16406-01-01 IS ZONED GC (GENERAL COMMERCIAL).
2. TMS R16406-01-01 AREA = 0.78 ACRES / 34,105 SQ. FT.
3. SUBJECT PROPERTY IS IN THE JURISDICTION OF CITY OF COLUMBIA.
4. MAXIMUM BUILDING HEIGHT IS 75'.
5. BUILDING SETBACKS FOR "GC" ZONING ARE:
FRONT = 20'
REAR = 10'
SIDE = NONE

PARKING DATA

VEHICULAR PARKING REQUIRED	VEHICULAR PARKING PROVIDED	NUMBER OF VEHICULAR PARKING SPACES
8 Vehicular spaces per 1,000 Sq. Ft. 8 x 1 (986 Sq. Ft. Building) = 8 spaces required	ACCESSIBLE SPACES = 2 STANDARD SPACES = 15 TOTAL provided = 17 spaces	#

REFERENCES:

1. ALTA/NSPS LAND TITLE SURVEY AND TOPOGRAPHIC MAP PREPARED FOR DURBAN ACQUISITIONS, LLC A NORTH CAROLINA LIMITED LIABILITY COMPANY, BY COX AND DINKINS, INC., DATED AUGUST 29, 2024.

GENERAL NOTES:

1. THE SUBJECT PROPERTY IS IDENTIFIED AS RICHLAND COUNTY TAX MAP PARCEL TMS# R16406-01-01.
2. TOTAL AREA OF SUBJECT PROPERTY IS 0.78 ACRES.
3. ZONING OF THE SUBJECT PARCEL TMS# R16406-01-01 IS "GC".
4. CONTOUR INTERVAL ELEVATIONS ARE ONE (1) FOOT. ELEVATIONS SHOWN ARE NAVD 88 DATUM.
5. THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE. THE LOCATIONS OF OTHER UNDERGROUND UTILITIES AND THEIR SERVICES ARE UNKNOWN. CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
6. THIS PROPERTY IS LOCATED IN FLOOD ZONE X PER FLOOD INSURANCE RATE MAP NUMBER 45079C0377L, REVISED 12/21/2017, BY SCALED LOCATION AND GRAPHIC PLOTTING ONLY.
7. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THAT THEY AND THEIR SUBCONTRACTORS HAVE THE CORRECT/MOST UP-TO-DATE PLANS AVAILABLE.
8. ALL SIDEWALKS, STRIPING AND SIGNAGE SHALL BE ADA AND MUTCD COMPLIANT.
9. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.

COX AND DINKINS
ENGINEERS - SURVEYORS - LANDSCAPE ARCHITECTS
724 BELTLINE BLVD.
COLUMBIA, SC 29205
803.254.0518
COXANDINKINS.COM

REVISIONS	DESCRIPTION	DATE	BY
No.			

PRIMARY PERMITTEE:
STEPHEN KNUDSEN
106 FOSTER AVENUE
CHARLOTTE, NC 28203
704.319.8346
email: stephen.knudsen@durbandevelopment.com

DUTCH BROS COFFEE GARNERS FERRY
LOCATED AT 7001 GARNERS FERRY RD
COLUMBIA SC, 29205
PROJECT NO. 24048
SF NO. 258-17
SITE PLAN

TMS R16406-01-01
BOOK D20-15; 89J-130; 04K-122
DATE 05/22/2025
SHEET NO. **C3 of 13**



MEETING DATE: January 6, 2026

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: **Ordinance No.: 2026-002 - Authorizing the City Manager to execute a Consent Decree Modification in the matter of The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. The City of Columbia to resolve alleged violations of the Federal Clean Water Act ("CWA"), 33 U.S.C. § 1251 et seq., the South Carolina Pollution Control Act ("PCA"), S.C. Code Ann. §§ 48-1-10 et seq., and the terms and conditions of the City's National Pollutant Discharge Elimination System permit authorizing discharge of treated wastewater from its Waste Water Treatment Plant located at 1200 Simon Tree Lane ("NPDES Permit")**

REQUISITION NO.: 2026-002

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** Wastewater Consent Decree Modification Memo (PDF)
- **#b:** 2026-002 - Ordinance (PDF)
- **#c:** Approved December 2025 U.S. v. City of Columbia CD Modification(204735016.1) (PDF)



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

FROM: Mr. Clint Shealy, Assistant City Manager, Columbia Water
Ms. Teresa Knox, City Attorney

DATE: December 30, 2025

SUBJECT: Recommendation for Approval
Ordinance No. 2026-002 – USEPA / DOJ Wastewater Consent Decree
Modification

As part of continuing discussions with the United States Environmental Protection Agency and the United States Department of Justice about the impacts of the COVID pandemic and related workforce and market issues, the City's Wastewater Consent Decree is being modified to allow for continued use of the current Capacity Assurance Program tool to evaluate new sewer connections in four areas of the wastewater collection system. To improve existing infrastructure and provide future capacity for these areas, four specific capital improvement projects have been identified. A summary of these projects is shown below, and each project is currently in the design or construction phase and will have a specific enforceable deadline for completion.

- **SS7562 Gills Creek Relief Sewer Phase 1:** Installation of approximately 6500 linear feet of new 48-inch diameter gravity relief sewer in the lower portion of the Gills Creek sewer basin. Project Completion Deadline: July 1, 2029; Affected Sub-basins: Sub-basins GC01-GC17 in Gill Creek Sewer Basin
- **SS7568 Saluda River Force Main Extension:** Installation of a new 36-inch diameter force main for approximately 1,000 linear feet across the Saluda River, replacing an existing 30-inch diameter subsurface crossing of the river, as well as the upsizing of existing 42-inch gravity sewer with new 48-inch diameter gravity sewer, for approximately 2,500 linear feet. The portion of the new force main crossing the Saluda River will be constructed along a new pedestrian bridge pursuant to an agreement with the City of West Columbia. Project Completion Deadline: January 1, 2029; Affected Sub-basins: All sub-basins in the Saluda River Sewer Basin and Sub-Basin WC02 in the West Columbia Sewer Basin

- SS7589 Broad River Force Main Replacement and Gravity Sewer Capacity Improvements:** Upsizing of existing 15-inch diameter gravity sewer with new 24-inch diameter gravity sewer for approximately 4,000 linear feet; Upsizing of existing 30-inch diameter gravity sewer with new 42-inch diameter gravity sewer for approximately 5,000 linear feet; and Upsizing of the existing 16-inch diameter force main with new 24-inch diameter force main for approximately 4,000 linear feet. Project Completion Deadline: January 1, 2029; Affected Sub-basins: All sub-basins in the Broad River Sewer Basin
- SS733701 East Rocky Branch SS Improvements Phase 1:** Upsizing existing 20-inch and 24-inch diameter gravity sewers with new 30-inch and 36-inch diameter gravity sewer for approximately 8,000 linear feet. The project is located in the downtown area of the City and generally runs along the banks of Rocky Branch Creek. Project Completion Deadline: July 1, 2029; Affected Sub-basins: All of sub-basin RB01 and portions of RB02 and RB05 in the East Rocky Branch Sewer Basin and portions of GC06 and GC07 in the Gills Creek Sewer Basin

These areas of the wastewater collection system have already received significant investments and are not currently experiencing capacity related sanitary sewer overflows. This modification allows additional time for completion of these large and complex projects without the imposition of unnecessary capacity restrictions, while still ensuring protection of the environment. Please let us know of any questions.

ORDINANCE NO.: 2026-002

Authorizing the City Manager to execute a Consent Decree Modification in the matter of The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. The City of Columbia to resolve alleged violations of the Federal Clean Water Act ("CWA"), 33 U.S.C. § 1251 et seq., the South Carolina Pollution Control Act ("PCA"), S.C. Code Ann. §§ 48-1-10 et seq., and the terms and conditions of the City's National Pollutant Discharge Elimination System permit authorizing discharge of treated wastewater from its Waste Water Treatment Plant located at 1200 Simon Tree Lane ("NPDES Permit")

WHEREAS, the United States Department of Justice and the United States Environmental Protection Agency have alleged that the City has violated Section 301 of the CWA and the terms and conditions of the City's NPDES Permit;

WHEREAS, the South Carolina Department of Health and Environmental Control has alleged that the City has violated the PCA and regulations promulgated thereunder;

WHEREAS, the United States Department of Justice, the United States Environmental Protection Agency, the South Carolina Department of Health and Environmental Control, and the City have negotiated a Consent Decree to resolve these alleged violations and the City is prepared to enter into the Consent Decree, subject to the approval of the United States District Court, District of South Carolina; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2026, that the City Manager is authorized to execute the attached Consent Decree Modification in the matter of *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. The City of Columbia*.

Requested by:

City Attorney

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

**UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION**

**THE UNITED STATES OF AMERICA AND)
THE STATE OF SOUTH CAROLINA, by and)
through the DEPARTMENT OF HEALTH)
AND ENVIRONMENTAL CONTROL,)**

Plaintiffs,)

v.)

Civil Action No. 3:13-2429-TLW

THE CITY OF COLUMBIA,)

Defendant.)

FIRST MATERIAL CONSENT DECREE MODIFICATION

WHEREAS, on September 9, 2013, Plaintiff, the United States of America (“United States”), by the authority of the Attorney General of the United States and through its undersigned counsel, acting at the request and on behalf of the United States Environmental Protection Agency (“EPA”), filed a Complaint (the “Complaint”) alleging that Defendant, the City of Columbia, South Carolina (“Columbia”), has violated and will continue to violate Section 301 of the Clean Water Act, 33 U.S.C. § 1311 (“CWA”), and terms and conditions of its National Pollutant Discharge Elimination System (“NPDES”) permit issued under Section 402 of the CWA, 33 U.S.C. § 1342; and

WHEREAS, Plaintiff, the South Carolina Department of Health and Environmental Control (“DHEC”), on behalf of the State of South Carolina (“State”), joined in the Complaint seeking injunctive relief and civil penalties for Columbia’s alleged violations of the South

Carolina Pollution Control Act (“SCPCA”), S.C. Code Ann. §§ 48-1-10 et seq., and the regulations promulgated pursuant thereto; and

WHEREAS, also on September 9, 2013, the United States and DHEC lodged a Consent Decree resolving the claims alleged in the Complaint; and

WHEREAS, the Court entered the Consent Decree (“Consent Decree”) in this matter on May 21, 2014, requiring that certain injunctive relief be undertaken by Columbia with the goal of eliminating sanitary sewer overflows (“SSOs”); and

WHEREAS, the United States, DHEC, and Columbia (the “Parties”) have determined that there are provisions of the Consent Decree that need to be amended in this First Material Consent Decree Modification (“First Material Modification”); and

WHEREAS, the Parties agree that Columbia has materially complied with all of the requirements of the Consent Decree to date; and

WHEREAS, Columbia has identified two new remedial projects “Additional Projects” not required by the Consent Decree and two expanded remedial projects “Expanded Projects” that Columbia proposes to complete in order to ensure that the sewer basins affected by the Additional Projects and Expanded Projects will have adequate sewer capacity for anticipated growth over the long term. The Additional Projects and Expanded Projects are described in detail and a schedule for their completion is set forth in new Appendix J to the Consent Decree, which is attached hereto and shall be added as Appendix J to the Consent Decree;

WHEREAS, Columbia has demonstrated that it is appropriate to extend certain deadlines under the Consent Decree in light of the City’s voluntary agreement to perform the Additional Projects and the Expanded Projects, which were not originally required by the Consent Decree

but will enhance the long-term maintenance of compliance with the CWA following completion of work under the Consent Decree;

WHEREAS, Columbia has demonstrated that it is unnecessary to implement the Consent Decree's Capacity Assurance Program ("CAP") requirements in certain sewer basins where Columbia is implementing remedial projects that will provide sufficient additional capacity to accommodate any interim increases in flow and the Parties are satisfied after technical review that the City's existing capacity certification program will continue to provide adequate assurances of system capacity until the Additional and Expanded Projects enhancing system capacity are completed;

and

WHEREAS, the Parties agree, and the Court by entering this First Material Modification finds, that this First Material Modification is fair, reasonable and in the public interest;

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED and DECREED as follows:

1. The Court has jurisdiction over the subject matter of this action and over the Parties to this First Material Modification pursuant to Paragraphs 1 and 83 of the Consent Decree.
2. Pursuant to Paragraph 84 of the Consent Decree, material modifications of the Consent Decree may be made by written agreement of the Parties and shall be effective only upon approval by the Court.
3. The following Subparagraph 12(e)(ii)(E) of the Consent Decree is hereby substituted for the original Subparagraph 12(e)(ii)(E) of the Consent Decree:
 - (E) Capacity Certifications.

(1) Except as otherwise provided in Subparagraphs 12(e)(ii)(F), (G), (H), and (I), below, in all portions of the Sewer System other than those portions of Sewer basins depicted in the “Map of Deferred CAP Subbasins” attached hereto, which shall be added as Appendix K to the Consent Decree (hereinafter “Deferred CAP Subbasins”), after sixty (60) Days of EPA’s approval of the CAP, Columbia may authorize new sewer service connections, or additional flow from existing sewer service connections, only after it certifies that the analysis procedures contained in the approved CAP have been used and that Columbia has determined, based on those procedures, that there is Adequate Treatment Capacity, Adequate Transmission Capacity, and Adequate Collection Capacity. All certifications pursuant to this Paragraph 12.e.(ii)(E) shall be made by a registered professional engineer (P.E.) in the State of South Carolina and shall be approved by a responsible official of Columbia as defined by 40 C.F.R. § 122.22(b). Columbia shall maintain Capacity Assurance Program certifications, and all data on which the certifications are based, in its offices for inspection by EPA and DHEC. EPA and DHEC may request, and Columbia shall provide, any and all documentation necessary to support any certification made by Columbia pursuant to the approved CAP, and make available, to the extent possible, individuals providing such certifications to meet with EPA and DHEC.

(2) Except as otherwise provided in Subparagraphs 12(e)(ii)(F), (G), (H), and (I), below, in the Deferred CAP Subbasins, after the dates indicated in Appendix K to the Consent Decree for each Deferred CAP Subbasin, Columbia may authorize new sewer service connections, or additional flow from existing sewer service connections, only after it certifies that the analysis procedures contained in the approved CAP have been

used and that Columbia has determined, based on those procedures, that there is Adequate Treatment Capacity, Adequate Transmission Capacity, and Adequate Collection Capacity. All certifications pursuant to this Paragraph 12.e.(ii)(E) shall be made by a registered P.E. in the State of South Carolina and shall be approved by a responsible official of Columbia as defined by 40 C.F.R. § 122.22(b). Columbia shall maintain Capacity Assurance Program certifications, and all data on which the certifications are based, in its offices for inspection by EPA and DHEC. EPA and DHEC may request, and Columbia shall provide, any and all documentation necessary to support any certification made by Columbia pursuant to the approved CAP, and make available, to the extent possible, individuals providing such certifications to meet with EPA and DHEC.

(3) In the Deferred CAP Subbasins, until the dates on which Capacity Certifications pursuant to Paragraph 12(e)(ii)(E)(2) are required, Columbia shall continue to implement its current capacity program in the Deferred CAP Subbasins, to ensure that new sewer service connections, or increases in flow from existing sewer service connections, are authorized only if there will be adequate treatment, transmission, and collection capacity prior to the time such proposed additional flow is introduced into the WCTS. A copy of Columbia's current capacity program is attached hereto and shall be added as Appendix L to the Consent Decree.

4. The following Subparagraph 10.c. is added to Paragraph 10 of the Consent Decree:

c. Additional and Expanded Projects. Based on previous investigations and long-term planning for maintaining adequate capacity and ensuring compliance with the Clean

Water Act, Columbia has identified certain rehabilitation projects that are intended to ensure adequate capacity in the sewer system and maintain CWA compliance on a long-term basis, which shall be referred to as “Additional Projects” and “Expanded Projects.”

The Additional and Expanded Projects are identified and described in new Appendix J to the Consent Decree, which is attached hereto and shall be Appendix J to the Consent Decree. Columbia shall complete each of these Additional and Expanded Projects in accordance with the schedules set forth in Appendix J to the Consent Decree.

5. The following Paragraph is hereby substituted for Paragraph 94 of the Consent Decree:

The following appendices are attached to and part of this Consent Decree:

“Appendix A” is a Map of the Service Area for the Sewer System

“Appendix B” is the Lower Richland Sewer Service Agreement

“Appendix C” is the Map of Sewerbasins and Subbasins

“Appendix D” is the Sewer Overflow Response Plan, or SORP

“Appendix E” is the Capital Improvement Program for the WWTP

“Appendix F” is the Capital Improvement Program for the WCTS

“Appendix G” is the Fats, Oil and Grease (FOG) Management Program

“Appendix H” is the List of Pump Stations with Capacity Ratings Greater Than 1000 Gallons Per Minute

“Revised Appendix I” is the Description of the Supplemental Environmental Project (SEP) (Doc # 9-1)

“Appendix J” is the Description of, and Schedule for Completion of, the Additional and Expanded Projects

“Appendix K” is the Map of Deferred Subbasins

“Appendix L” is the Description of Columbia’s Current Capacity Program

6. This First Material Modification shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment in accordance with 28 C.F.R. § 50.7.

The United States reserves the right to withdraw or withhold its consent if the comments regarding the First Material Modification disclose facts or considerations indicating that the First Material Modification is inappropriate, improper, or inadequate. Columbia consents to entry of this First Material Modification without further notice and agrees not to withdraw from or oppose entry of this First Material Modification by the Court or to challenge any provision of the First Material Modification, unless the United States has notified Columbia in writing that it no longer supports entry of this First Material Modification.

7. The Effective Date of this First Material Modification shall be the date upon which this First Material Modification is entered by the Court or a motion to enter the First Material Modification is granted, whichever occurs first, as recorded on the Court’s docket.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

Dated and entered this _____ day of _____, 2025.

HONORABLE TERRY L. WOOTEN
SENIOR UNITED STATES DISTRICT JUDGE

WE HEREBY CONSENT to the entry of this Consent Decree, subject to the public notice and comment provisions of 28 C.F.R. § 50.7:

FOR PLAINTIFF UNITED STATES OF AMERICA:

ADAM R.F. GUSTAFSON
Principal Deputy Assistant Attorney General
U.S. Department of Justice
Environment and Natural Resources Division

SHEILA MCANANEY
Senior Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Telephone: (202) 353-5316
sheila.mcananey@usdoj.gov

ATTORNEYS FOR
UNITED STATES OF AMERICA

WE HEREBY CONSENT to the entry of this Consent Decree, subject to the public notice and comment provisions of 28 C.F.R. § 50.7:

ATTORNEYS FOR PLAINTIFF UNITED STATES OF AMERICA (Continued):

BRYAN P. STIRLING
UNITED STATES ATTORNEY

By: *s/Beth Drake*
Beth Drake (#5598)
Assistant United States Attorney
1441 Main Street, Suite 500
Columbia, South Carolina 29201
Phone: (803) 929-3061
Email: Beth.Drake@usdoj.gov

WE HEREBY CONSENT to the entry of this Consent Decree, subject to the public notice and comment provisions of 28 C.F.R. § 50.7:

FOR PLAINTIFF UNITED STATES OF AMERICA (Continued):

**SUZANNE
RUBINI**

Digitally signed by
SUZANNE RUBINI
Date: 2025.09.26 16:37:07
-04'00'

SUZANNE RUBINI
Acting Regional Counsel
United States Environmental Protection Agency
Region 4
61 Forsyth Street
Atlanta, GA 30303

**PAUL
SCHWARTZ**

Digitally signed by PAUL
SCHWARTZ
Date: 2025.09.23 08:36:12
-04'00'

PAUL SCHWARTZ
Associate Regional Counsel
United States Environmental Protection Agency
Region 4
61 Forsyth Street
Atlanta, GA 30303
Telephone: 404-562-9576
Fax: 404-562-9486

WE HEREBY CONSENT to the entry of this Consent Decree, subject to the public notice and comment provisions of 28 C.F.R. § 50.7:

FOR PLAINTIFF UNITED STATES OF AMERICA (Continued):

JOSEPH
THEIS

Digitally signed by
JOSEPH THEIS
Date: 2025.09.26
10:12:51 -04'00'

JOSEPH G. THEIS, Acting Director
Water Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency

LAURA
WELLES

Digitally signed by LAURA
WELLES
Date: 2025.09.26
10:48:37 -04'00'

LAURA WELLES
Attorney-Advisor
Water Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency
1200 Pennsylvania Ave., NW (2243A)
Washington, DC 20460
Telephone: 202-564-2754

WE HEREBY CONSENT to the entry of this Consent Decree, subject to the public notice and comment provisions of 28 C.F.R. § 50.7:

FOR THE SOUTH CAROLINA DEPARTMENT
OF HEALTH AND ENVIRONMENTAL
CONTROL¹


ANN R. CLARK

Chief of the Bureau of Water
South Carolina Department of Environmental
Services

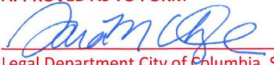

STEPHEN P. HIGHTOWER, Esq.

Assistant General Counsel
Office of General Counsel
South Carolina Department of Environmental
Services
2600 Bull Street
Columbia, South Carolina 29201
Tel: (803) 898-3350
Fax: (803) 898-3367

¹ Pursuant to South Carolina Act No. 60 of 2023 and South Carolina Code Ann. §1-30-140, all functions, powers, and duties of the environmental divisions, offices, and programs of the South Carolina Department of Health and Environmental Control were transferred to, incorporated in, and shall be administered as part of the Department of Environmental Services as of July 1, 2024.

FOR THE CITY OF COLUMBIA:

TERESA B. WILSON
In her capacity as City Manager
City of Columbia
P.O. Box 147
Columbia, SC 29217

APPROVED AS TO FORM

Legal Department City of Columbia, SC
12/23/2025

JOAN WASH HARTLEY
Federal ID No. 9548
Attorney for City of Columbia
Maynard Nexsen, PC
1230 Main Street, Suite 700
Columbia, SC 29201

APPENDIX J

Additional and Expanded Capital Improvement Projects

Columbia will complete the following capacity-enhancing capital improvement projects (Projects) prior to the deadlines indicated below (Project Deadlines). Prior to completion of a Project, but in no case after the Project Deadline, Columbia may implement its current capacity program (referenced in Paragraph 12.e.(iii)) to authorize new sewer service connections or additional flow from existing sewer service connections in the affected sub-basins identified below:

SS7562 Gills Creek Relief Sewer Phase 1: This Project consists of the installation of a new 48-inch diameter gravity relief sewer in the lower portion of the Gills Creek sewer basin (Sub-basin GC-17) for approximately 6,500 linear feet.

Project Completion Deadline: July 1, 2029

Affected Sub-basins: Sub-basins GC01-GC17 in Gill Creek Sewer Basin

SS7568 Saluda River Force Main Extension: This Project consists of the installation of a new 36-inch diameter force main for approximately 1,000 linear feet across the Saluda River, replacing an existing 30-inch diameter subsurface crossing of the river, as well as the upsizing of existing 42-inch gravity sewer with new 48-inch diameter gravity sewer, for approximately 2,500 linear feet. The portion of the new force main crossing the Saluda River will be constructed along a new pedestrian bridge pursuant to an agreement with the City of West Columbia.

Project Completion Deadline: January 1, 2029

Affected Sub-basins: All sub-basins in the Saluda River Sewer Basin and Sub-Basin WC02 in the West Columbia Sewer Basin

SS7589 Broad River Force Main Replacement and Gravity Sewer Capacity Improvements: This Project consists of the following:

- Upsizing of existing 15-inch diameter gravity sewer with new 24-inch diameter gravity sewer for approximately 4,000 linear feet;
- Upsizing of existing 30-inch diameter gravity sewer with new 42-inch diameter gravity sewer for approximately 5,000 linear feet; and
- Upsizing of the existing 16-inch diameter force main with new 24-inch diameter force main for approximately 4,000 linear feet.

Project Completion Deadline: January 1, 2029

Affected Sub-basins: All sub-basins in the Broad River Sewer Basin

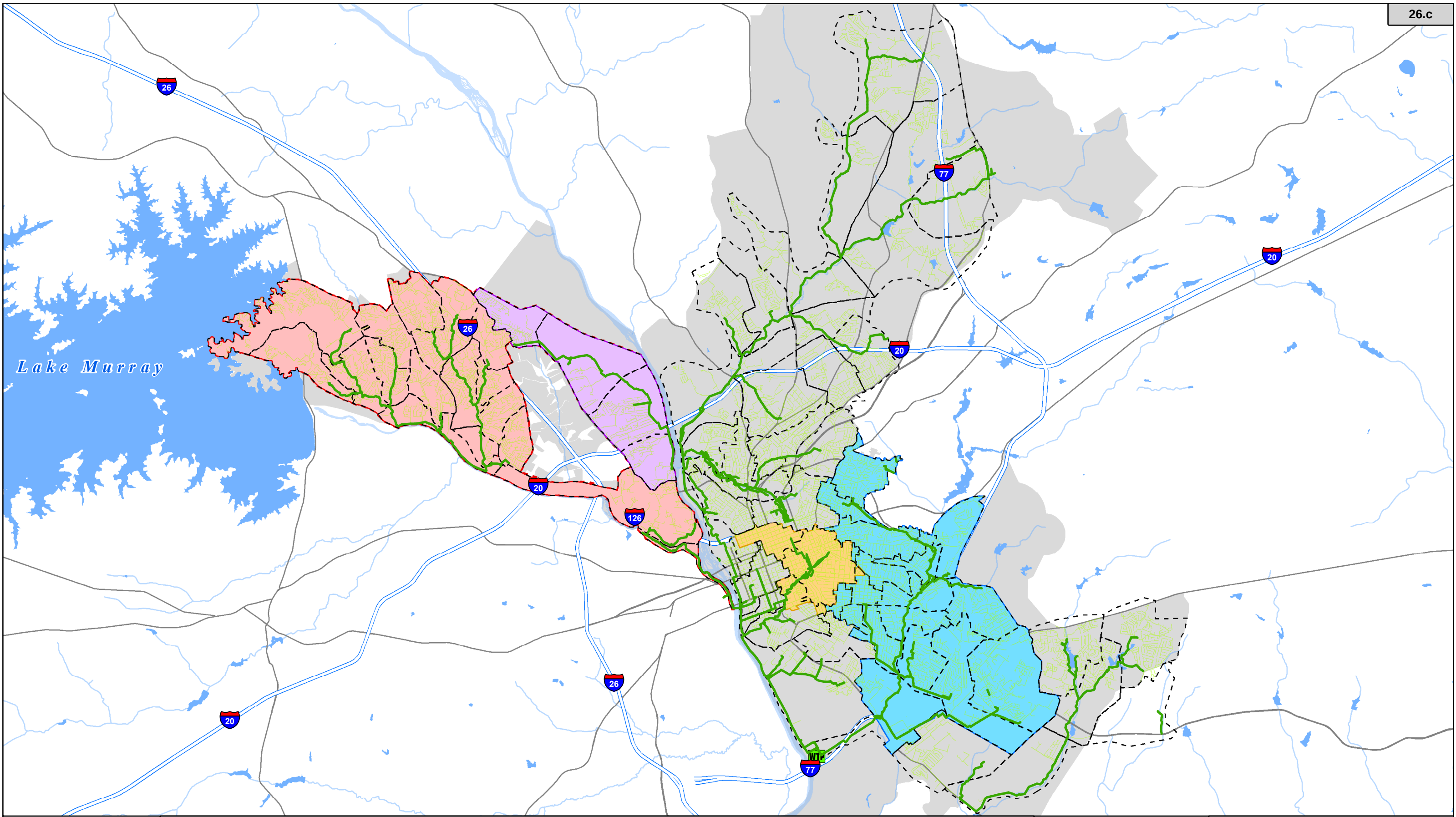
Note: Portions of this Project will satisfy the rehabilitation requirement identified as a Group 3 rehabilitation project (SS7454 Broad River Force Main Replacement and Gravity Sewer Capacity Improvements) in the Infrastructure Rehabilitation Report submitted on November 22, 2019, pursuant to Paragraph (b)(iii) of the Consent Decree. Columbia is agreeing to complete this project by January 1, 2029, which is prior to the deadline for completion of Group 3 projects under the Consent Decree.

SS733701 East Rocky Branch SS Improvements Phase 1: This Project consists of the upsizing existing 20-inch and 24-inch diameter gravity sewers with new 30-inch and 36-inch diameter gravity sewer for approximately 8,000 linear feet. The project is located in the downtown area of the City and generally runs along the banks of Rocky Branch Creek.

Project Completion Deadline: July 1, 2029

Affected Sub-basins: All of sub-basin RB01 and portions of RB02 and RB05 in the East Rocky Branch Sewer Basin and portions of GC06 and GC07 in the Gills Creek Sewer Basin

Note: Portions of this project will satisfy the rehabilitation requirement identified as a Group 2 rehabilitation project in the Infrastructure Rehabilitation Report submitted on November 22, 2019, pursuant to Paragraph (b)(ii) of the Consent Decree. Columbia is agreeing to complete this project by July 1, 2029, which is prior to the deadline for completion of Group 2 projects under the Consent Decree.



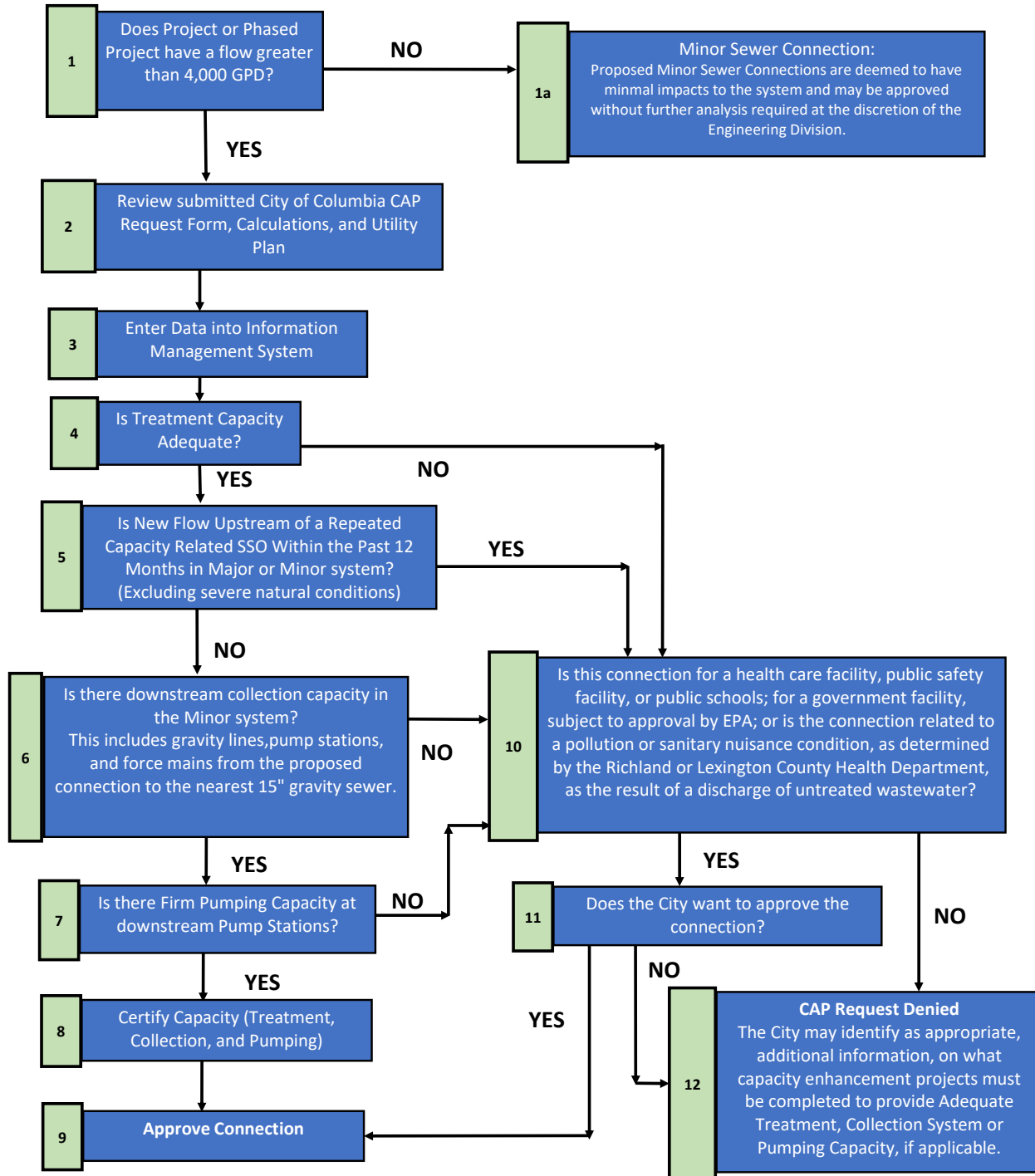
- | | | | | | | | |
|--|------------------------------------|--|---------------------|--|----------|--|--------|
| | Sewer Gravity Mains ($\geq 15"$) | | Subbasin Boundary | | SS733701 | | SS7562 |
| | Sewer Gravity Mains ($<15"$) | | COC Management Area | | SS7589 | | SS7568 |



1 inch = 2 miles
0 1 2 Miles

Appendix K - Map of Deferred Subbasins

Prepared For: Water 2020



NOTES: (1) Major sewer system includes piping 15" diameter and greater. Minor sewer system includes pipes smaller than 15" in diameter.

(2) An approval or approval with conditions of a CAP Analysis Request expires three years from the approval date or SCDHEC's issuance of the approval to place into operation.

Existing City of Columbia, SC CAP Process



MEETING DATE: January 6, 2026

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2026-003 - Authorizing the City Manager to execute an Estoppel Certificate and Agreement between the City of Columbia and Core Columbia Hampton, LLC

REQUISITION NO.: 2026-003

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** 2026-003 - Ordinance Estoppel certificate - Apollo oLiv (PDF)
- **#b:** Apollo - oLiv Columbia - City Estoppel Certificate and Agreement (PDF)

ORDINANCE NO.: 2026-003

Authorizing the City Manager to execute an Estoppel Certificate and Agreement between the City of Columbia and Core Columbia Hampton, LLC

BE IT ORDAINED by the Mayor and Council of the City of Columbia, South Carolina, this ____ day of _____, 2026, that the City Manager is hereby authorized to execute the attached Estoppel Certificate and Agreement, or on a form approved by the City Attorney, between the City of Columbia and Core Columbia Hampton, LLC.

Requested by:

Assistant City Manager Simons

Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

_____, 2026

Athene Annuity and Life Company
c/o Apollo Global Real Estate Management, L.P.
9 West 57th Street
New York, NY 10019
Attention: Daniel Ho

With copies to each of the parties set forth on Schedule 1 attached hereto.

Estoppel Certificate and Agreement

Pursuant to this Estoppel Certificate and Agreement (this “**Estoppel Certificate**”), the City of Columbia, South Carolina, a municipal corporation created under the laws of the State of South Carolina (the “**City**”), hereby certifies to Athene Annuity and Life Company, as “**Lead Lender**” (in such capacity, together with its successors and assigns, “**Lead Lender**”) for itself and other lenders from time to time party to that certain Loan Agreement (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”) by and among Core Columbia Hampton, LLC, a Delaware limited liability company (“**Borrower**”), Lead Lender and the other lenders party thereto from time to time (and together with each of their respective successors and assigns and the lenders from time to time party to such Loan Agreement, collectively, “**Lenders**” and, individually, each a “**Lender**”), pursuant to which Lenders agreed to make a loan to Borrower (the “**Loan**”), as follows:

1. The City and Borrower are parties to that certain Development Contract, dated as of June 17, 2025 (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time in accordance with this Estoppel Certificate, the “**Development Contract**”). Except as otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Development Contract.
2. Borrower is the owner and developer of the Project to be located on the land described on Exhibit A attached hereto.
3. A true, correct and complete copy of the Development Contract is attached hereto as Exhibit B. The Development Contract is in full force and effect, and the Development Contract has not been amended, modified or supplemented, except as otherwise noted or attached on Exhibit B hereto.
4. Neither the City nor Borrower are in breach of, or in default under, any of the terms and conditions of the Development Contract. In addition, no event has occurred nor does any condition exist that would constitute, with the giving of notice or the lapse of time or both, a default by the City or, to the best of the City’s knowledge, by Borrower under any terms and conditions of the Development Contract.
5. The City will simultaneously provide Lead Lender with a copy of any notice of default given to Borrower (or any other notice delivered to Borrower with respect to Borrower’s failure to

perform under the Development Contract), to the address set forth for Lead Lender below or at such other address as Lead Lender may specify in writing to the City:

If to Lead Lender:

Athene Annuity and Life Company
c/o Apollo Global Real Estate Management, L.P.
9 West 57th Street
New York, NY 10019
Attention: Daniel Ho

with a copy to:

Athene Annuity and Life Company
c/o Apollo Insurance Solutions Group LP
2121 Rosecrans Ave, Suite 5300
El Segundo, California 90245
Attention: Angelo Lombardo, Esq.
Email: alombardo@apollo.com

and to:

Apollo Global Real Estate Management, L.P.
9 West 57th Street
New York, New York 10019
Attention: CRE Debt Notifications – oLiv
Columbia
Email: CRECreditoLivColumbia@apollo.com

and to:

Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, NY 10166
Attention: Aaron Beim, Esq.
Email: ABeim@gibsondunn.com

6. No notice of default or notice of failure to cure a default under the Development Contract shall be deemed to have been given by the City to Borrower under the Development Contract unless and until a copy of such notice shall have been so delivered to Lead Lender. Lead Lender shall have the right (but shall not be obligated) to cure such default. The City shall accept performance by Lead Lender of any term, covenant, condition or agreement to be performed by Borrower under the Development Contract with the same force and effect as though performed by Landlord. The City further agrees to afford Lead Lender a period of thirty (30) days beyond any period afforded to Borrower for the curing of such default during which period Lead Lender may elect (but shall not be obligated) to seek to cure such default, or, if such default cannot be cured within that time, then such additional time as may be necessary to cure such default (including but not limited to commencement of foreclosure proceedings) during which period Lead Lender may elect (but shall not be obligated) to seek to cure such default, prior to the City exercising any remedies under the Development Contract.

7. The address for notices to be sent to the City is as follows:

Office of the City Manager
1737 Main Street

Columbia, SC 29201
Attn: Teresa B. Wilson

With a copy to:

Office of the City Attorney
1401 Main St., 10th Fl.
Columbia, SC 29201
Attn: Teresa Knox

8. Notwithstanding anything to the contrary in the Development Contract:
 - a) Following a foreclosure under the Security Instrument (as defined in the Loan Agreement), trustee's sale or deed-in-lieu of foreclosure (any of the foregoing, a "**Foreclosure Event**"), none of Lead Lender, Lenders or their respective successors and assigns (each of the foregoing persons, a "**Lender Party**") or the first purchaser of any of the Property from a Lender Party or any person that acquires the Property from a Lender Party (a "**First Purchaser**") shall be (i) liable for any liabilities or obligations of the Borrower under the Development Contract unless same first arose after the date of such Foreclosure Event or are of a continuing nature (and Lead Lender was provided with notice of same and an opportunity to cure in accordance with the terms of this Estoppel Certificate) or (ii) liable for any indemnification obligations of Borrower (whether accrued prior to or following any Foreclosure Event) under the Development Contract.
 - b) None of Lead Lender, any Lender or any of their respective successors and/or assigns, nor the First Purchaser, shall have any obligation or liability under the Development Contract beyond such person's then interest, if any, in the Property, and the City shall look exclusively to such interest of such person's, if any, in the Property for the payment and discharge of any obligation or liability imposed upon such person.
 - c) The Development Contract may be assigned by any Lender Party and any First Purchaser upon notice to, but without the prior consent of, the City.
9. This Agreement shall be binding upon the City and its successors and assigns and shall inure to the benefit of each of Lead Lender, Lenders and their respective successors and assigns, including, without limitation, each and every owner and holder of the Loan, each person who, pursuant to proceedings to enforce the Security Instrument or conveyance in lieu of such proceedings (each of the foregoing persons, a "**Lender Party**"), may succeed to Borrower's interest under the Development Contract, and each person who may thereafter acquire Borrower's interest under the Development Contract by purchase or otherwise. The City will deliver to each Lender Party and/or other requested party an estoppel and agreement substantially in the form hereof, and such other information reasonably requested, from time to time upon such party's written request, within ten (10) business days' of written request.
10. The City acknowledges that Lead Lender and each Lender are relying on this Estoppel certificate in connection with the loan being made to Borrower, and may be relied upon by (a) Lead Lender, each Lender and each of their respective successors and/or assigns, as their interests

may appear, (b) any trustee, credit enhancer, servicer or purchaser of securities in connection with a securitization of all or any part of any Loan and (c) any other lender providing financing to Borrower or any direct or indirect owner of Borrower in connection with the Project.

11. This Estoppel Certificate shall be governed and construed in accordance with the laws of the State of New York.

12. If there is a conflict between the terms of the Development Contract and this Estoppel Certificate, the terms of this Estoppel Certificate shall prevail.

13. This Estoppel Certificate may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all such counterparts together shall constitute one and the same instrument.

14. This Estoppel Certificate may not be modified except by an agreement in writing signed by the City and Lead Lender.

Dated this ____ day of _____, 2026

CITY:

THE CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Name: _____

Title: _____

SCHEDULE 1

Apollo Insurance Solutions Group LP
2121 Rosecrans Ave, Suite 5300
El Segundo, CA 90245
Attention: Angelo Lombardo, Esq.
Email: alombardo@apollo.com

Apollo Global Real Estate Management, L.P.
9 West 57th Street
New York, New York 10019
Attention: CRE Debt Notifications – oLiv Columbia
Email: CRECreditoLivColumbia@apollo.com

Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, NY 10166
Attention: Aaron Beim, Esq.
Email: ABeim@gibsondunn.com

EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA AND IS DESCRIBED AS FOLLOWS:

Being all that certain piece, parcel or lot of land described as Parcel 4 as shown on that plat entitled “Plat of the Property Line Abandonment Between TMS# R09013-04-19 & TMS# R09013-04-21” dated September 14, 2025 and recorded in Book 3056, Page 2114, Richland County Register of Deeds.

Derivation: This being the same property conveyed per Limited Warranty Deed from Columbia Center, L.P., a Georgia limited liability company and Columbia 1441 Partners, LLC, a Georgia limited liability company to Core Columbia Hampton, LLC, a Delaware limited liability company, dated October 1, 2025 and as recorded October 3, 2025 in Book 3062, Page 912, Richland County, Register of Deeds Records.

and

per Quit Claim Deed from Core Columbia Hampton Office, LLC, a Delaware limited liability company to Core Columbia Hampton, LLC, a Delaware limited liability company, dated October 1, 2025 and as recorded October 10, 2025 in Book 3064, Page 1661, Richland County, Register of Deeds Records.

EXHIBIT B

Development Contract

(See Attached)

DEVELOPMENT CONTRACT

THIS DEVELOPMENT CONTRACT ("Contract") is a development services agreement entered into to be effective as of the 17th day of June, 2025 by and between **Core Columbia Hampton, LLC**, a limited liability company organized and existing under the laws of the State of South Carolina ("Core") and the **City of Columbia, South Carolina**, a municipal corporation created under the laws of the State of South Carolina (the "City").

Recitals:

- A. Core is or will be the owner of a parcel of real property containing approximately 2.62 acres as more particularly described in Exhibit A attached hereto (the "Property") located in Richland County, Columbia, South Carolina;
- B. Core intends to construct and develop a mixed-use commercial development project, including retail, market rate housing, and student housing components, as well as supportive structured parking improvements, which parking improvements shall consist of an approximately 1,500 space parking deck (collectively, the "Project") on the Property;
- C. Core will deliver control of 450 parking spaces on the ground floor and lower stories of the parking deck (the "City Parking") to the City for its exclusive use which City Parking will have covered pedestrian access to the City Building at 1401 Main Street; and

Covenants, Agreements, Terms and Conditions:

NOW THEREFORE, in consideration of the premises, and of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Obligations of Core. Core has agreed to the following:

1.1. At no cost to the City, construct the City Parking component and deliver a deed to the City upon completion of the Project along with any necessary access easements, but free of any mortgages, liens or encumbrances.

1.2. The Project will include a separate market rate apartment wing of approximately 240 units, the main residential lobby entrance to which will front on Main Street.

2. Obligations of City. The City has agreed to the following:

2.1. Actively support Core's application, before both the City of Columbia and Richland County, for a property tax abatement equal to 50% of total property taxes each year for 30 years during the period set forth in the infrastructure credit agreement to be entered by Core and Richland County, South Carolina, in connection with the Project, and will timely complete any City approvals necessary to effect such abatement.

2.2. Actively support Core on all City approvals necessary to construct the Project including all design, planning and building related approvals.

2.3. Take delivery of the City Parking, by deed, at no cost to the City and seek removal of the City Parking from the Richland County property tax rolls once the City Parking has been completed and accepted by the City as provided for below.

2.4. Within thirty (30) days of written notice from Core of substantial completion of the City Parking component, the City shall conduct an inspection in order to identify any defects in construction and shall notify Core, in writing within fifteen (15) days after completion of its inspection, of its approval or disapproval and acceptance of ownership of the City Parking component. If the City disapproves, then the City's disapproval must describe, with specificity, the basis for such disapproval, including a list of "Punch-List Items" which detail the construction, mechanical, or electrical adjustments to be completed or repaired in order to bring the construction into conformity with the construction plans as previously approved.

2.5. Maintain the City Parking to first class residential standards, and in line with the operations and maintenance standards of the overall parking deck.

3. Joint Obligations.

3.1 The Parties shall enter into a separate Operation and Maintenance Agreement with regard to the joint facilities necessary for the operation of the overall parking deck, to include but not be limited to elevator(s), stairwell(s), security, access points, and electrical equipment.

4. Limitations.

4.1. Core shall have no liability for any act, omission or default of any architect, engineer, contractor, subcontractor, laborer, materialman or supplier in connection with construction of the City Parking, unless such act, omission or default arises from the gross negligence or willful misconduct of Core, its agents or employees.

4.2. Core gives no warranty, express or implied, as to the work or services performed by any architect, engineer, contractor, subcontractor, laborer, materialman or supplier in connection with construction of the City Parking, however, the City may require to be named an additional insured under the insurance policies required to be maintained under such contracts pertaining to the City Parking component of the Project.

4.3. Core shall not have the duties, standards, or responsibilities of a general contractor, architect, or engineer with regard to the City Parking.

5. Term.

5.1. Unless sooner terminated pursuant to the terms hereof, this Agreement shall continue to be in effect until the earlier of (i) December 31, 2028 or (ii) the date on which

the Project has been issued its final certificate of occupancy and the City Parking has been transferred to the City by deed.

6. Remedies

6.1. In the event that either party (i) fails to perform any of its obligations hereunder or breaches any of its duties and agreements contained herein which continues for more than 30 days after written notice of default (provided, that if cure cannot be accomplished in 30 days, whatever reasonable time period it takes so long as cure is commenced in 30 days and diligently pursued to completion.) or (ii) willfully causes a recurring failure to abide by the terms and provisions of this Agreement, then such party shall have the right to terminate this Agreement as that party's sole and exclusive remedy, by written notice to the other party. Such termination shall be effective on the later of (i) the date specified in such notice or (ii) the date of receipt of such notice as established pursuant to Paragraph 6 hereof.

6.2. Either party may pursue all remedies available at law or in equity provided that neither party shall seek consequential, speculative or punitive damages against the other. The Parties waive the right to a jury.

7. Notices. All notices under this Agreement shall be given in writing and shall be: (a) delivered against a written receipt of delivery, (b) mailed by registered or certified mail of the United States Postal Service, return receipt requested, postage prepaid, (c) delivered to a nationally recognized overnight courier service for next business day delivery, or (d) delivered via telecopier or facsimile transmission to the facsimile number listed below, provided, however, that if such notice is given via telecopier or facsimile transmission, an original counterpart of such communication shall concurrently be sent in either the manner specified in the clause (b) or (c) above. Each such notice, demand or request shall be deemed to have been given upon the earlier of (a) actual receipt or refusal by the addressee or (b) three days after deposit thereof in any main office or branch office of the United States Post Office if sent in accordance with section (b) above and one day after the deposit thereof with a courier if sent pursuant to section (c) above. Notices shall be directed as follows:

To City: City of Columbia, South Carolina
P.O. Box 147
Columbia, SC
Attn: City Manager
Email: Teresa.wilson@columbiasc.gov

With copy to: City of Columbia Legal Department
1401 Main Street, Suite 1000
Columbia, SC 29201
Attn: City Attorney
Email: Teresa.knox@columbiasc.gov

To Core: Core Columbia Hampton, LLC
c/o CORE SPACES, LLC

Attn: Doug Tichenor
 1643 N Milwaukee Ave.
 Chicago, IL 60647
 Email: dtichenor@corespaces.com

and

Core Columbia Hampton, LLC
 c/o CORE SPACES, LLC
 Attn: Adam Grant
 1643 N Milwaukee Ave
 Chicago, IL 60647
 Email: agrant@corespaces.com

With copy to (does not constitute notice):

Maynard Nexsen PC
 1230 Main Street, Suite 700
 Columbia, South Carolina 29201
 Attn: Tushar Chikhliker
 Email: tushar@maynardnexsen.com

8. Force Majeure. A delay in or failure of performance by either Core or Owner, other than any payment of money, shall not constitute a default of such party hereunder, nor shall Owner or Core be held liable for loss or damage resulting from such delay or failure, if and to the extent that such delay, failure, loss or damage is caused by occurrences beyond the reasonable control of such party and its agents, employees, contractors, subcontractors and consultants, including, but not limited to, acts of God, expropriation or confiscation of facilities by governmental authorities, compliance with any order or request of any governmental authority, floods, strikes, labor or employment difficulties, delays in transportation, inability of a party to obtain necessary materials or equipment or permits due to existing or future laws, rules or regulations of governmental authorities, delays in receiving any necessary governmental approvals, acts or threats of terrorism, war (including the war on terrorism), or any other causes not within the reasonable control of such party or its agents, employees, contractors, subcontractors and consultants and which by the exercise of reasonable diligence said party is unable to prevent.

9. Relationship Between the Parties; No Restrictions. This Agreement is not intended to result in a partnership or joint venture between the parties hereto or to limit or restrict Core from performing services for any other obligations to the Project.

10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns; provided, this Agreement shall be assignable by Core.

11. Interpretation. This Agreement shall be interpreted and enforced in accordance with the laws of South Carolina.

12. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all prior agreements whether written or oral, with regard thereto. The Parties acknowledge that a separate Operation and Maintenance Agreement shall be executed for the purpose of setting forth the Parties rights and responsibilities with respect to the joint facilities necessary for the operation of the overall parking deck component. No change, modification or amendment shall be made to this Agreement unless set forth in writing and signed by the parties hereto.

13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall be construed together as one Agreement.

IN WITNESS WHEREOF Owner and Core have executed this Agreement as of the date first above written.

OWNER: THE CITY OF COLUMBIA, SOUTH CAROLINA

By: Teresa B. Wilson
 Name: Teresa B. Wilson
 Title: City Manager

CORE: CORE COLUMBIA HAMPTON, LLC

By: _____
 Name: _____
 Title: _____

APPROVED AS TO FORM
[Signature]
 Legal Department City of Columbia, SC

12. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all prior agreements whether written or oral, with regard thereto. The Parties acknowledge that a separate Operation and Maintenance Agreement shall be executed for the purpose of setting forth the Parties rights and responsibilities with respect to the joint facilities necessary for the operation of the overall parking deck component. No change, modification or amendment shall be made to this Agreement unless set forth in writing and signed by the parties hereto.

13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall be construed together as one Agreement.

IN WITNESS WHEREOF Owner and Core have executed this Agreement as of the date first above written.

OWNER: **THE CITY OF COLUMBIA, SOUTH CAROLINA**

By: _____
 Name: _____
 Title: _____

CORE: **CORE COLUMBIA HAMPTON, LLC**

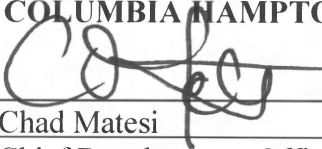
By: 
 Name: Chad Matesi
 Title: Chief Development Officer

EXHIBIT A

Legal Description

All that certain piece, parcel or lot of land containing 109,404 square feet (2.512 acres) situated in the City of Columbia, County of Richland, South Carolina as shown on a plat prepared for Columbia Center, L.P. by B. P. Barber & Associates, Inc., dated November 14, 1990, and recorded in Plat Book 53, at page 2997, and being more particularly shown on said plat as having the following metes and bounds: Beginning at the point of intersection of the northwestern right-of-way line of Washington Street with the northeastern right-of-way line of Assembly Street, thence along the northeast right-of-way line of Assembly Street the following courses and distances: N19°51'03"W for a distance of 274.12 feet to a point; and N19°54'31"W for a distance of 144.96 feet to the point of intersection of said right-of-way line of Assembly Street with the southeastern right-of-way line of Hampton Street; thence cornering and running along said right-of-way line of Hampton Street N70°06'32"E for a distance of 214.31 feet to a point; thence turning and running along property of NYL-1444 Main Joint Venture S19°41'00"E for a distance of 178.90 feet to a point; thence cornering and continuing along property of NYL-1444 Main Joint Venture N69°39'19"E for a distance of 204.71 feet to a point located on the southwestern right-of-way line of Main Street the following courses and distances S19°41'00"E for a distance of 9.35 feet to a point and S19°58'40"E for a distance of 126.71 feet to a point; thence turning and running along a twelve story office building owned by MS Joint Venture S70°08'34"W for a distance of 156.85 feet to a point; thence continuing S70°08'34"W for a distance of 10 feet along property owned by The Most Worshipful Prince Hall Grand Lodge of Free and Accepted Masons; thence turning and running N19°38'57"W for a distance of 4.40 feet to a point; thence turning and running S69°18'34"W for a distance of 41.55 feet to a point; thence turning and running S19°38'57"E for a distance of 4.40 feet to a point; thence turning and running S68°46'44"W for a distance of 70.44 feet to a point located at the northwesternmost corner of property now of Elizabeth A. Fuller; thence turning and running S19°53'19"E for a distance of 103.77 feet to a point located on the northwestern right-of-way line of Washington Street; thence turning and running along said right-of-way line S70°09'55"W for a distance of 139.86 feet to the point of beginning. TOGETHER WITH all of Seller's right, title, and interest, if any, in and to any adjoining strips, gores, rights-of-way, streets, alleys or ways, as well as Seller's rights and interests established by that certain Agreement recorded in the Office of the Register of Deeds for Richland County in Book 322 at Page 30. TMS Numbers: 09013-04-04, 09013-04-05, 09013-04-10, 09013-04-19 and 09013-04-21.

TMS #s: R09013-04-04, R09013-04-05, R09013-04-10, R09013-04-19, R09013-04-21



MEETING DATE: January 6, 2026

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE to Add Short Term Rentals as a Principal Use Subject to Standards**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-107 – Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 4: Use Regulations Sec. 17-4.2 Principal Uses and Sec. 17-9.3 Use Classification and Interpretation

Proposal: Request to amend the Unified Development Ordinance, Chapter 17 - Article 4: Use Regulations Sec. 17-4.2. Principal Uses (b) Principal Use Table and (c) Standards for Specific Principal Uses; and Article 9: Definitions and Rules of Measurement Sec. 17-9.3. Use Classification and Interpretation (a) Principal Use Classification System and Sec. 17-9.4 Definitions to add short-term rentals (STR) as a principal use and establish and clarify related definitions and standards.

Applicant: Andrew Livengood, Zoning Administrator

Staff Recommendation: Staff Sponsored

PC Recommendation: 11/13/2025; Denial (5-3)

First reading approval was given on December 16, 2025.

ATTACHMENTS:

- **#a:** Timeline of UDO Changes for Owner Occupied STR (PDF)
- **#b:** 2025-107 - Amending Sec 17-4.2 and Sec 17-9.3 STRs (PDF)
- **#c:** TA-2025-0014_STRs_ZPH Packet (PDF)
- **#d:** IllustrativeMaps_forTA-2025-0014 (PDF)
- **#e:** Gustavo Bueno STR Email(PDF)

- #f: AirBNB STR Letter 121625 (PDF)

HISTORY:**12/16/25****Columbia City Council APPROVED ON FIRST READING**



MEMORANDUM:

TO: Mayor and Members of Council

FROM: Andrew Livengood, Zoning Administrator

CC: Teresa Wilson, City Manager
 Jeff Palen, Assistant City Manager Development & Finance/ CFO
 Erika Hammond, City Clerk

DATE: 12/ 31/ 2025

SUBJECT: Short Term Rentals (STR) -
 Timeframe for New UDO Amendment
 (Exception for Owner Occupied STRs)

During the December 16, 2025 City Council meeting, Council held a public hearing and gave 1st reading approval to [Ordinance 2025-107](#). This ordinance regulates the location of STRs, and is an amendment to City's zoning regulations (Chapter 17 of City Code – the Unified Development Ordinance (UDO)).

- Ord. 2025-107 is scheduled for 2nd reading on January 6, 2026.

At Council's request, staff is preparing an additional amendment to the UDO - to exempt owner-occupied STRs from the requirement to have frontage on a 4-lane road when located in residential districts. Because Planning Commission's review is required for any amendment to the UDO, the anticipated schedule for this new amendment would be as follows:

- January 15, 2026 – Planning Commission review
- February 17, 2026 – City Council (Public Hearing & 1st reading)
- March 3, 2026 – City Council (2nd reading)

Note: The bulk of the City's STR regulations are in [Chapter 5](#), administered by Code Enforcement, and are unaffected by either amendment.

ORDINANCE NO.: 2025-107

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 4: Use Regulations Sec. 17-4.2 Principal Uses and Sec. 17-9.3 Use Classification and Interpretation

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2025, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 4: Use Regulations, Sec. 17-4.2. Principal Uses and Sec. 17-9.3 Use Classification and Interpretation is amended to read as follows:

Sec. 17-4.2 Principal Uses**(c) Standards for Specific Principal Uses****(3) Commercial Uses****g. Visitor Accommodation Uses****1. Short-Term Rental (STR)**

A short-term rental located within a residential base zoning district shall only be located upon a parcel having frontage on a street containing four through lanes and classified as a Major Arterial, Minor Arterial, or Collector in the most recent update of the City of Columbia Comprehensive Plan transportation maps.

Sec. 17-9.3 Use Classification and Interpretation**(a) Principal Use Classification System****(5) Commercial Uses Classification****j. Visitor Accommodation Uses****3. Hotel or motel**

A building or group of buildings providing lodging accommodations to paying guests in individual guest rooms or suites and related services and facilities including but not limited to: linen/housekeeping services, meeting rooms, ballrooms, beverage rooms, and food services. A bed and breakfast or a short-term rental (STR) is not a hotel or motel.

4. Short-term rental (STR)

The use and enjoyment of a dwelling unit, or portion thereof, for a duration of less than 30 consecutive days in exchange for valuable consideration. Bed and breakfast establishments, Campgrounds, and Hotels or motels are excluded from this definition.

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

(4) Principal Use Table for Base Zoning Districts

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS																												
P = PERMITTED BY RIGHT													C = ALLOWED CONDITIONAL										S = ALLOWED AS SPECIAL EXCEPTION			BLANK CELL = PROHIBITED		
Principal Use Category	Principal Use Type	Residential Districts										Mixed-Use, Activity Center, and Corridor Districts								Institutional and Campus Districts				Industrial Districts			Use-Specific Standards	
		T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-1	RM-2	MU-1	MU-2	NAC	CAC	RAC	O-I	DAC	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U	LI	HI	EC		
Visitor Accommodations Uses	Personal vehicle sales and rentals																										Sec. 17-4.2(c)(3)f.1	
	Vehicle equipment supplies sales and rentals																											
	Vehicle paint and finishing shop																											
	Vehicle towing and wrecker service																											
	Bed and breakfast										P	P	P	P	P	P	P	P	P								Sec. 17-4.2(c)(3)f.5	
Agriculture and Forestry Uses	Campground	S	S																									
	Hotel or motel																											
	Short-term rental (STR)	C	C	C	C	C	C	C	C	P	P	P	P	P	P	P	P	P	P								Sec. 17-4.2(c)(3)g.1	
AGRICULTURAL USES																												
Agriculture and Forestry Uses	Agriculture and forestry uses, not elsewhere listed	P	P																									
	Community garden	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	Sec. 17-4.2(c)(4)a.1	
	Crop production and processing	P	P	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
	Forestry	P	P																									
INDUSTRIAL USES																												
Freight Movement, Warehousing, and Wholesale Uses	Contractor's yard																											
	Motor freight facility																											
	Petroleum bulk station or terminal																											
	Warehouse distribution and storage																											
	Wholesale sales, not elsewhere listed																											



CITY COUNCIL

December 16, 2025 at 4:00 P.M.

City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE Add Short Term Rentals as a Principal Use Subject to Standards

Proposal: Request to amend the Unified Development Ordinance, Chapter 17 - Article 4: Use Regulations Sec. 17-4.2. Principal Uses (b) Principal Use Table and (c) Standards for Specific Principal Uses; and Article 9: Definitions and Rules of Measurement Sec. 17-9.3. Use Classification and Interpretation (a) Principal Use Classification System and Sec. 17-9.4 Definitions to add short-term rentals (STR) as a principal use and establish and clarify related definitions and standards.

Applicant: Andrew Livengood, Zoning Administrator

Staff Recommendation: Staff Sponsored

PC Recommendation: 11/13/2025; Denial (5-3)

DETAILS

The purpose of this amendment is to add Short-Term Rentals (STR) to the Unified Development Ordinance (UDO) as a "Visitor Accommodations Use" within the principal use table, and to establish and clarify related definitions and standards.

Council has indicated the desire to amend the UDO to include STRs as a regulated use. As contrasted with long-term rentals, the relatively quick turnover in tenancy for short-term rentals means that they are more of a visitor accommodation than a household living use, and as such, their proliferation within residential districts has been a topic of recent citywide discussion. This amendment would allow STRs within the City's mixed-use and commercial districts, and within residential districts along higher-capacity streets.

Importantly, any lawfully established STRs existing at the time this amendment takes effect will be allowed to continue, subject to the rules for nonconformities contained within Article 7 of the UDO. For example, an STR lawfully permitted on a residential street that does not meet these new requirements prior to the effective date of this ordinance would be able to continue operating until they are abandoned, and would be allowed to change ownership.

The UDO would regulate the location of STRs only. Performance standards for STRs would remain within Chapter 5, Article IX of City Codes, currently administered by the Code Enforcement Division.

This amendment will:

- Define short-term rentals based on the existing City of Columbia STR ordinances (Chapter 5, Article IX of City Codes)
- Permit STRs in all Mixed-Use and Commercial (Activity Center and Corridor) Districts, and the Employment Campus District.
- Allow STRs conditionally in Residential Districts:
 - Must have frontage on a street with 4 through lanes and classified as a major arterial, minor arterial, or collector in the City of Columbia's comprehensive plan.
- Define through lanes.

In addition to the text changes, illustrations and maps have been included in this packet to demonstrate the proposed amendment. Staff has attempted to identify on these maps, as accurately as possible, where STRs may be located within the City limits as of this writing, however anyone interested in establishing a STR should consult with the Zoning Division to confirm the suitability of their selected site, as zoning changes and road construction projects may impact which individual parcels may allow STRs.

Finally, it should be noted that Planned Development Districts (PD) are not included upon the enclosed maps – by definition, PDs are mixed use districts and many would permit STRs, however each PD is in essence its own UDO and some PDs, especially larger ones, may have defined residential and commercial areas. As such, the documentation of the PD would need to be reviewed before determining whether an STR would be allowed on any individual parcel within.

Article 4: Use Regulations
 Sec. 17-4.2. Principal Uses
 (b) Principal Use Table

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS																																				
P = PERMITTED BY RIGHT										C = ALLOWED CONDITIONAL										S = ALLOWED AS SPECIAL EXCEPTION										BLANK CELL = PROHIBITED						
Principal Use Category	Principal Use Type	Residential Districts										Mixed-Use, Activity Center, and Corridor Districts								Institutional and Campus Districts				Industrial Districts			Use-Specific Standards									
		T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-1	RM-2	MU-1	MU-2	NAC	CAC	RAC	O-I	DAC	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U	LI	HI	EC										
	Personal vehicle sales and rentals														C		C	C	C					C		C	Sec. 17-4.2(c)(3)f.1									
	Vehicle equipment supplies sales and rentals												P	P	P		P	P	P					P												
	Vehicle paint and finishing shop																							P	P	P										
	Vehicle towing and wrecker service																							C	C		Sec. 17-4.2(c)(3)f.5									
Visitor Accommodations Uses	Bed and breakfast									P	P	P	P	P	P	P	P	P	P																	
	Campground	S	S																																	
	Hotel or motel													P	P	P	P	P	P							P										
	<u>Short-term rental (STR)</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>							<u>P</u>	<u>Sec. 17-4.2(c)(3)g.1.</u>									
AGRICULTURAL USES																																				
Agriculture and Forestry Uses	Agriculture and forestry uses, not elsewhere listed	P	P																					P	P	P										
	Community garden	C	C	C	C	C	C	C	C	C	C	C	C	C	C	S	C	S	C	C	C	C	C	C	C	C	Sec. 17-4.2(c)(4)a.1									
	Crop production and processing	P	P	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P										
	Forestry	P	P																																	
INDUSTRIAL USES																																				
Freight Movement, Warehousing, and Wholesale Uses	Contractor's yard																							P	P											
	Motor freight facility																							P	P											
	Petroleum bulk station or terminal																								P											
	Warehouse distribution and storage																S							P	P	P										
	Wholesale sales, not elsewhere listed																	S						P	P	P										

g. Visitor Accommodations Uses

1. Short-Term Rental (STR)

A short-term rental located within a residential base zoning district shall only be located upon a parcel having frontage on a street containing four through lanes and classified as a Major Arterial, Minor Arterial, or Collector in the most recent update of the City of Columbia Comprehensive Plan transportation maps.

(4) Agricultural Uses

a. Agriculture and Forestry Uses

1. Community Garden

Community gardens shall comply with the following standards:

- (i) Accessory buildings shall be limited to sheds for the storage of tools, greenhouses, and seasonal farm stands. The combined area of all buildings and other structures, excluding greenhouses, shall not exceed 15 percent of the area of the parcel. Greenhouses may not exceed 75 percent of the area of the parcel.
- (ii) Areas used for communal composting shall be limited to 20 percent of the area of the parcel.
- (iii) Perimeter fences, including trellises, are allowed in community gardens, subject to the standards in Sec. 17-5.8, Fences and Walls.
- (iv) Before issuance of a permit for a community garden, it shall have an established set of operating rules addressing the governance structure of the garden, hours of operation, assignment of garden plots, and maintenance and security requirements and responsibilities.

(5) Industrial Uses

a. Waste-Related Uses

1. Recycling Center

A recycling center shall comply with the following standards:

- (i) Stocks and supplies shall be either stored inside enclosed buildings or screened by solid walls, opaque fences, dense evergreen shrubbery or the like, so that they are not visible from any public street or from the ground level of adjacent property used for residential or office purposes.
- (ii) Any required front yard shall not be used for storage.
- (iii) The side yard setback for storage areas and buildings adjacent to residential or office uses shall be at least 25 feet.

Article 9: Definitions and Rules of Measurement

Sec. 17-9.3. Use Classification and Interpretation

(a) Principal Use Classification System

1. **Bed and breakfast**

An owner-occupied single-family detached dwelling offering lodging accommodations, including breakfast, for periods of two consecutive weeks or less to paying guests.

2. **Campground**

An outdoor facility designed for overnight accommodation of persons in tents, rustic cabins and shelters for recreation, education, naturalist, or vacation purposes. Accessory uses may include office, retail, and other commercial uses commonly established in such facilities and related parking facilities.

3. **Hotel or motel**

A building or group of buildings providing lodging accommodations to paying guests in individual guest rooms or suites and related services and facilities including but not limited to: linen/housekeeping services, meeting rooms, ballrooms, beverage rooms, and food services. A bed and breakfast or a short-term rental (STR) is not a hotel or motel.

4. Short-term rental (STR)

The use and enjoyment of a dwelling unit, or portion thereof, for a duration of less than 30 consecutive days in exchange for valuable consideration. Bed and breakfast establishments, Campgrounds, and Hotels or motels are excluded from this definition.

(6) **Agricultural Uses Classification**

a. **Agriculture and Forestry Uses**

The Agriculture/Forestry Uses category is characterized by activities related to: the production of field crops, fruits, vegetables, ornamental and flowering plants, and the breeding, raising, or keeping of livestock, poultry, swine, or other animals for food or other marketable products. The Agriculture/Forestry Uses category also includes forestry or silvicultural activities related to the planting, management, protection, and harvesting of trees for timber or other forest products. Use types include: agriculture and forestry uses, community garden, crop production, and forestry. The use category does not include the processing of animal or plant products for wholesale or retail sale purposes, which is generally considered an industrial manufacturing use type. Accessory uses may include offices, storage areas, barns, irrigation systems, and repair facilities related to the agricultural and forestry activities.

1. **Agriculture and forestry uses, not elsewhere listed**

Agriculture and forestry uses not elsewhere listed include ornamental floriculture and nursery products; aquaponics; fishing, hunting, and trapping; and commercial fishing.

Article 9: Definitions and Rules of Measurement

Sec. 17-9.4. Definitions

(b) Interpretation of Unlisted Uses

SYNTHETIC CANNABINOIDS

A class of artificially-made chemicals that are cannabinoid receptor agonists intended to replicate, mimic, or cause a similar reaction to the psychoactive effects of marijuana. These compounds may be found in products marketed as incense, herbal blends or mixtures, synthetic marijuana, or potpourri, and labeled as Spice, K2, Green Giant, Smacked, Wicked X, AK-47, Geeked Up, Ninja, Caution, Red Giant, Keisha Kole, XXX Ultra, Skunk, Atomic and other names, however named.

TANDEM PARKING

Two parking spaces placed end-to-end, rather than side-by-side, where one parking space does not abut a driveway or access aisle.

TEMPORARY USE OF AN ACCESSORY STRUCTURE AS A PRINCIPAL DWELLING AFTER A CATASTROPHE

A temporary use of an accessory structure as a principal dwelling after a catastrophe is the temporary use of an existing structure that is accessory to an existing principal dwelling as the principal dwelling pending repair or reconstruction of the principal dwelling, where the principal dwelling has been damaged or destroyed by a fire, hurricane, or other physical catastrophe

TEMPORARY USE PERMIT

See Sec. 17-2.5(p), Temporary Use Permit.

TEXT AMENDMENT

See Sec. 17-2.5(b), Text Amendment.

THOROUGHFARE, MAJOR

A street designated by the City as an arterial street.

THROUGH LANE

A travel lane intended for motor vehicles that will continue along a roadway without turning. Also known as a drive lane, for the purposes of this ordinance, a through lane must allow for continuing traffic – and may not be dedicated solely to right or left turns, or be striped as a two-way turn lane (TWTL).

TIMBER HARVESTING

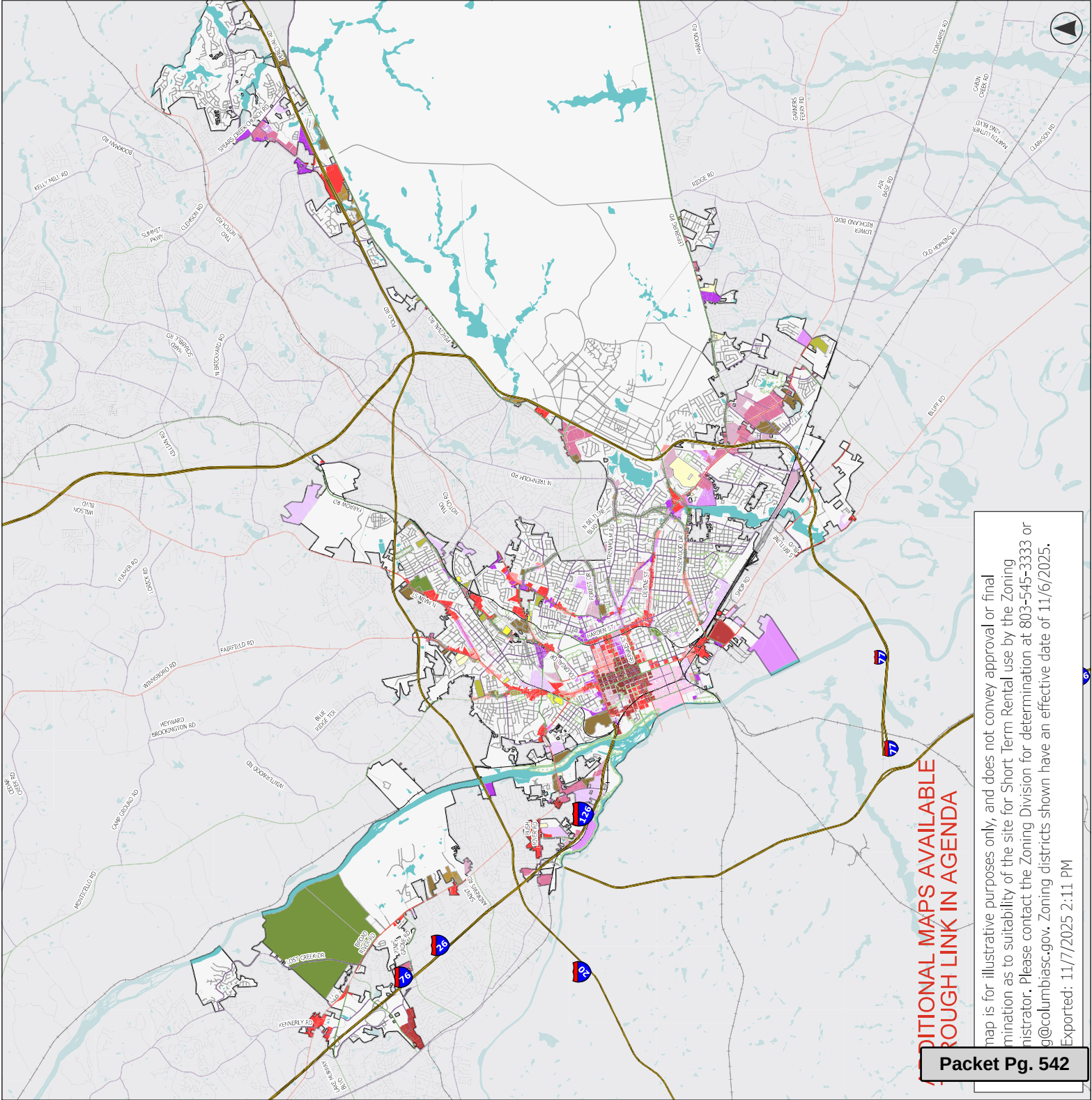
The felling of trees for timber products. This term may include both clear-cutting and the thinning of timber.

TOBACCO PRODUCT

Any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product including but not limited to cigarettes; cigars; cheroots; stogies; perique; granulated, plug-cut, crimp-cut, ready rubbed and other smoking tobacco; snuff; snuff flowers; cavendish; plug and twist tobacco; fine-cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco and other kinds and forms of tobacco, prepared in such a manner as to be suitable for chewing or smoking in a pipe, or other tobacco related devices. Tobacco products do not include any tobacco product that has

Potential STR Locations

- Non-Residential Zoning Districts Where STRs Would Be Allowed by Right**
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- Residential Zoning Districts adjacent to a ≥ 4 lane roadway classified as a Collector, Minor Arterial, or Major Arterial by Columbia Compass**
- RSF-3: Residential Single Family - Small Lot District
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 - Waterbodies



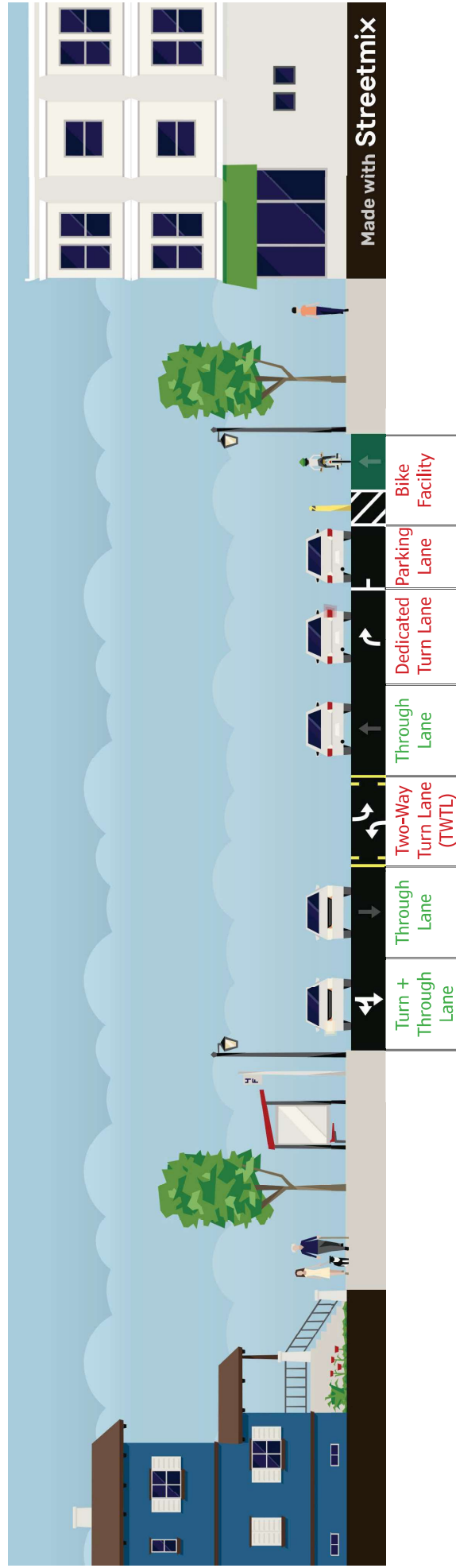
ADDITIONAL MAPS AVAILABLE THROUGH LINK IN AGENDA

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Through Lane:

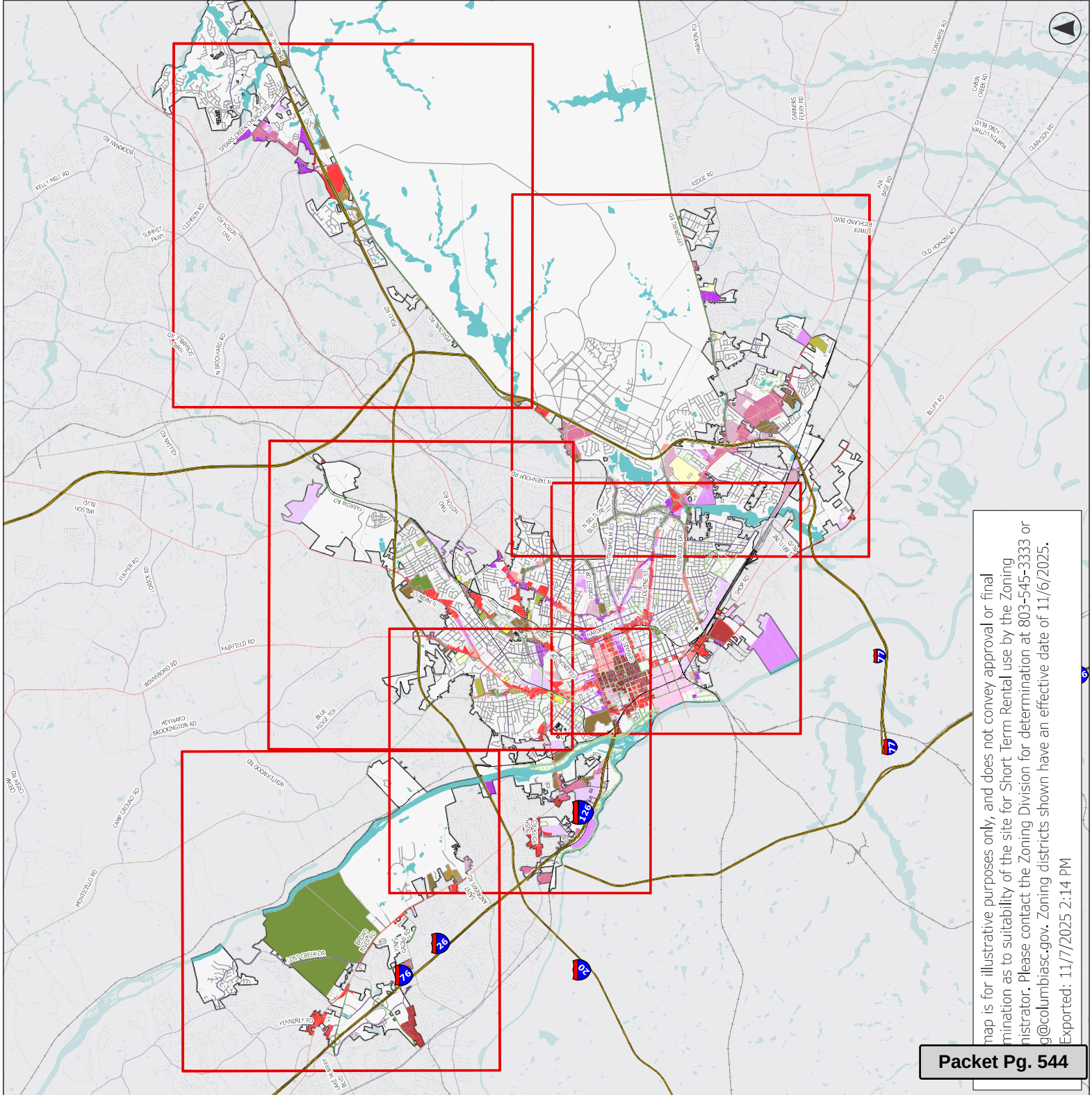
A through lane is a travel lane intended for motor vehicles that will continue along a roadway without turning. Also known as a drive lane, for the purposes of this ordinance, a through lane must allow for continuing traffic - and may not be dedicated solely to right or left turns, or be striped as a two-way turn lane, or TWTL.



Roadway configurations labeled in **green** in the above illustration qualify as a through lane for the purposes of this ordinance. Configurations labeled in **red** in the above illustration do not qualify.

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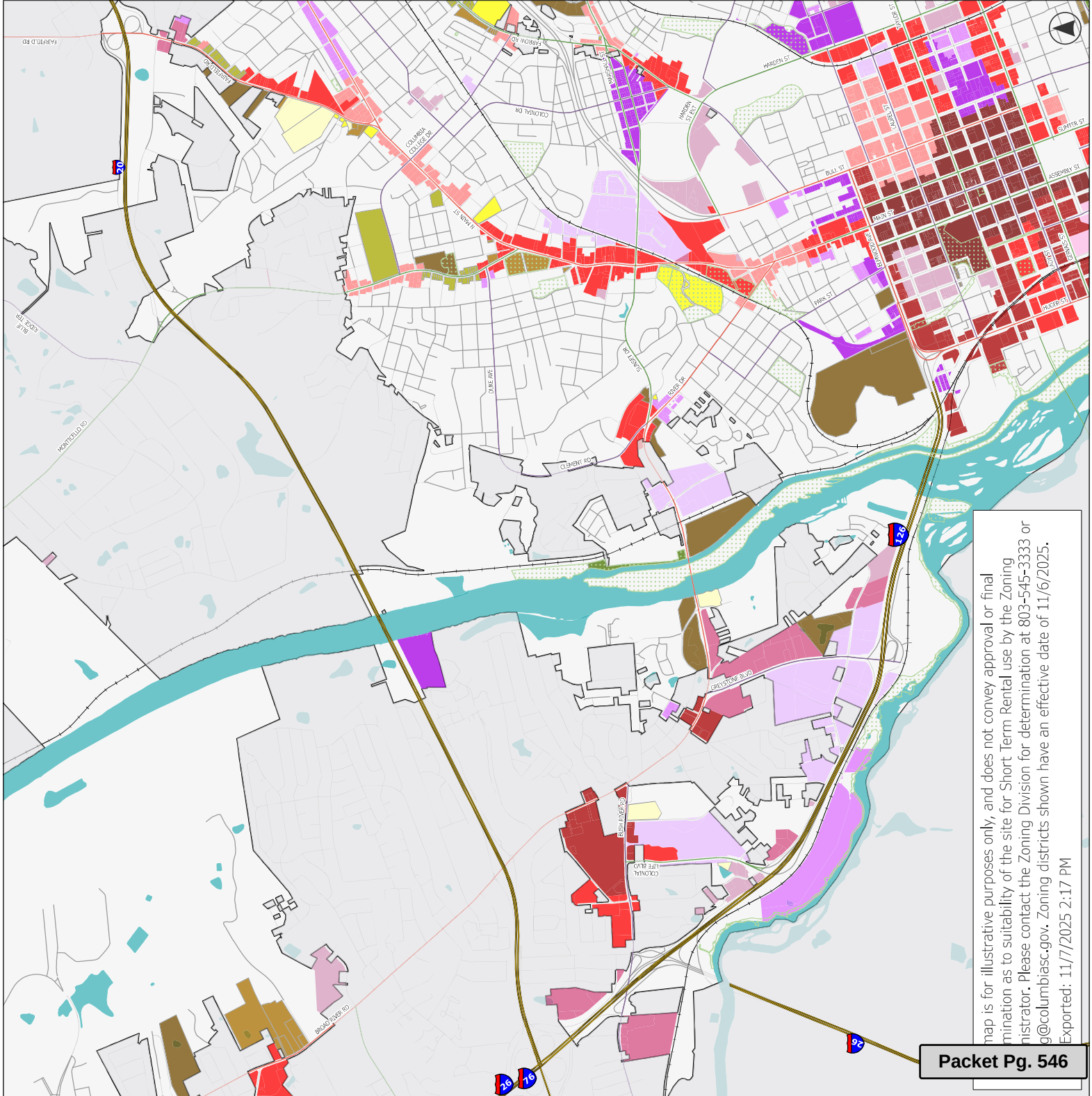


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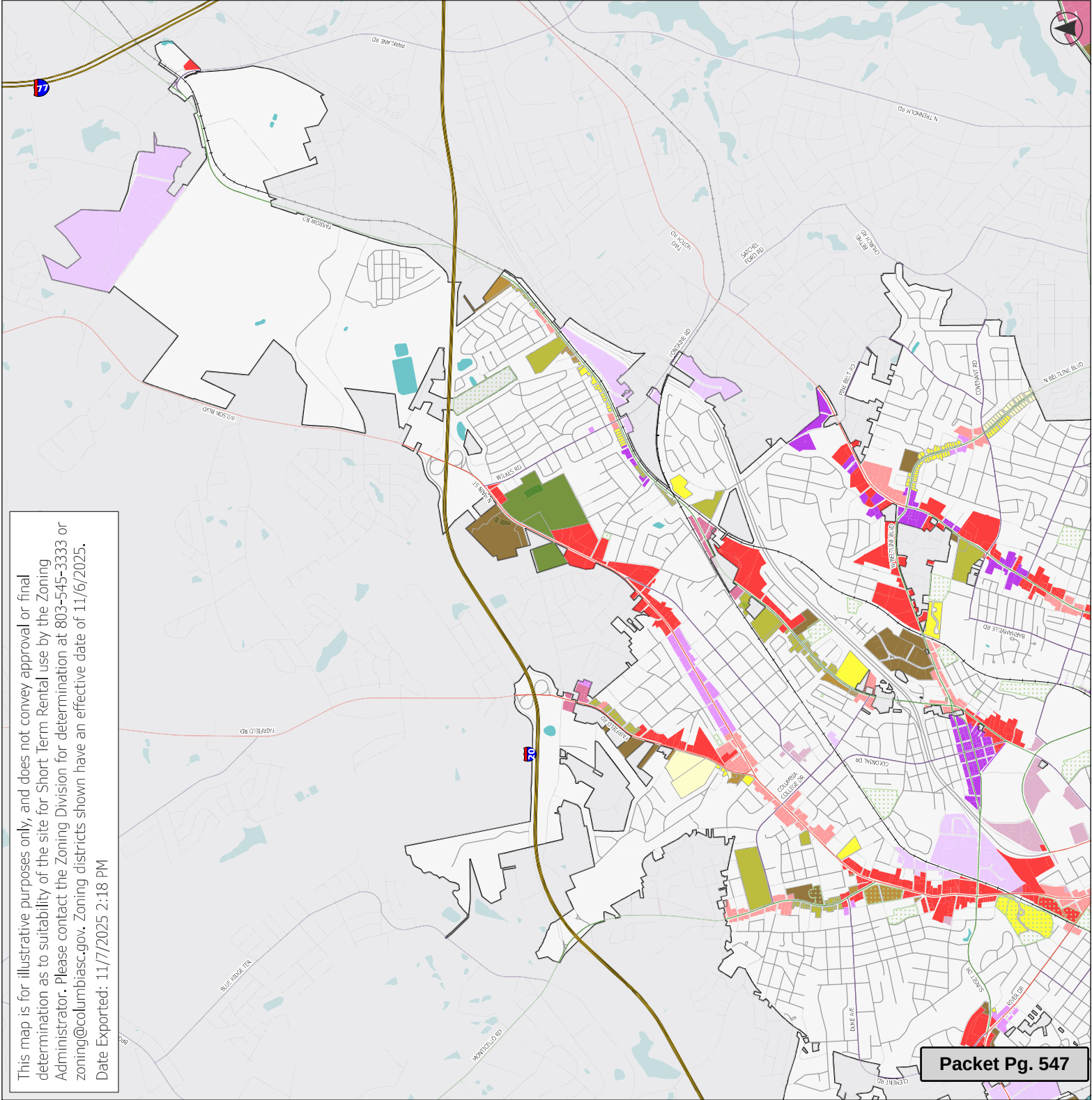
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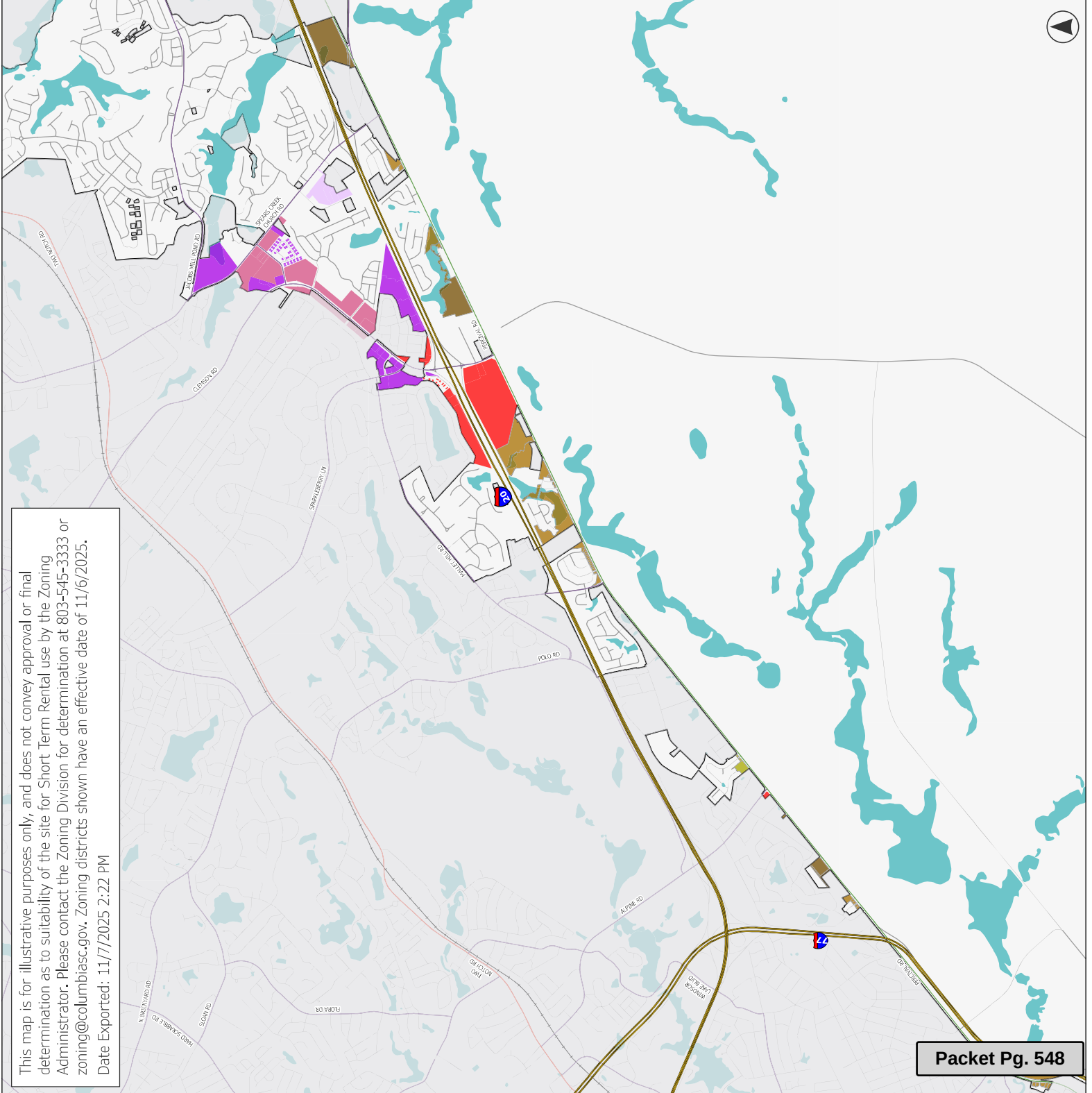
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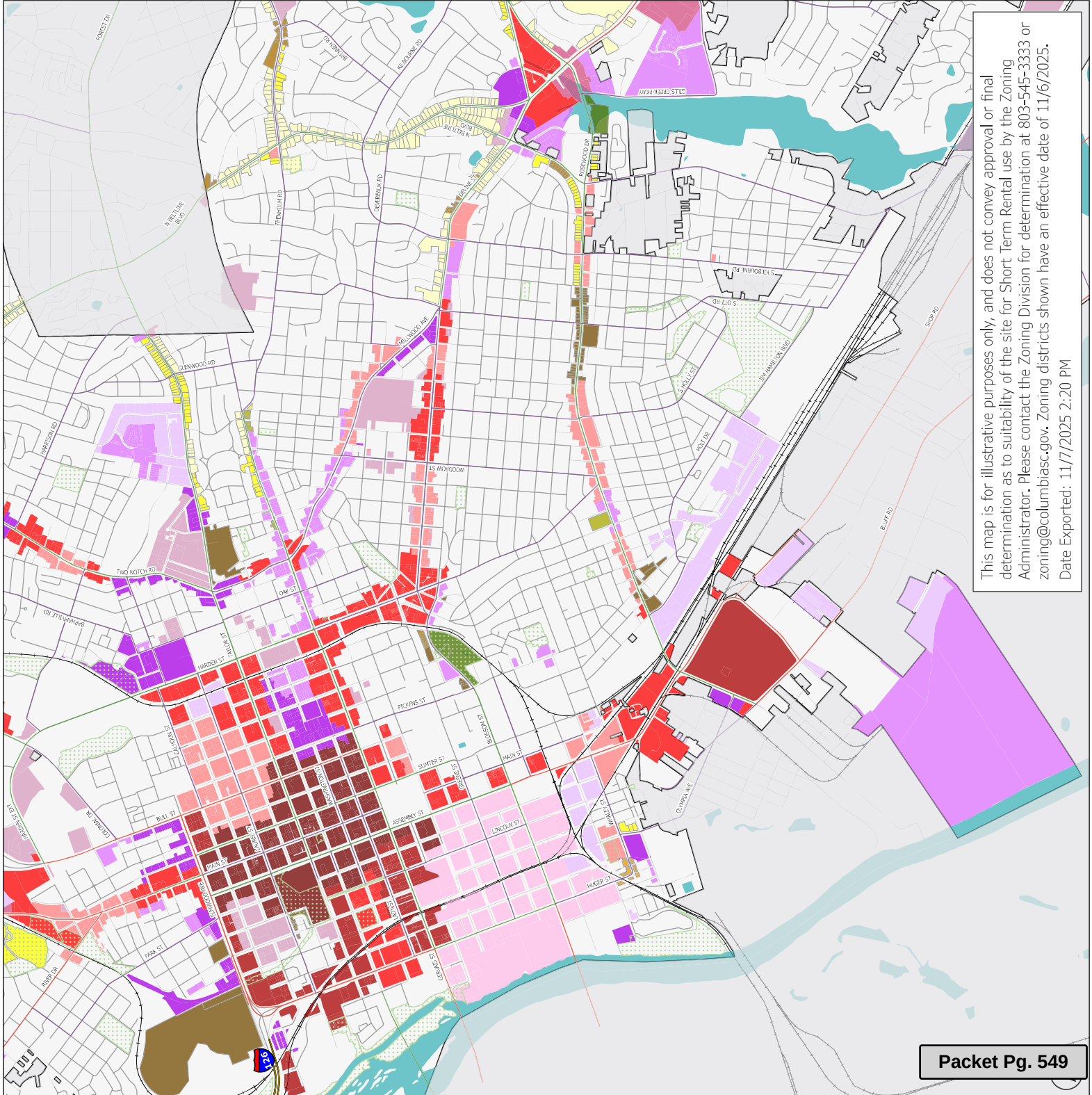
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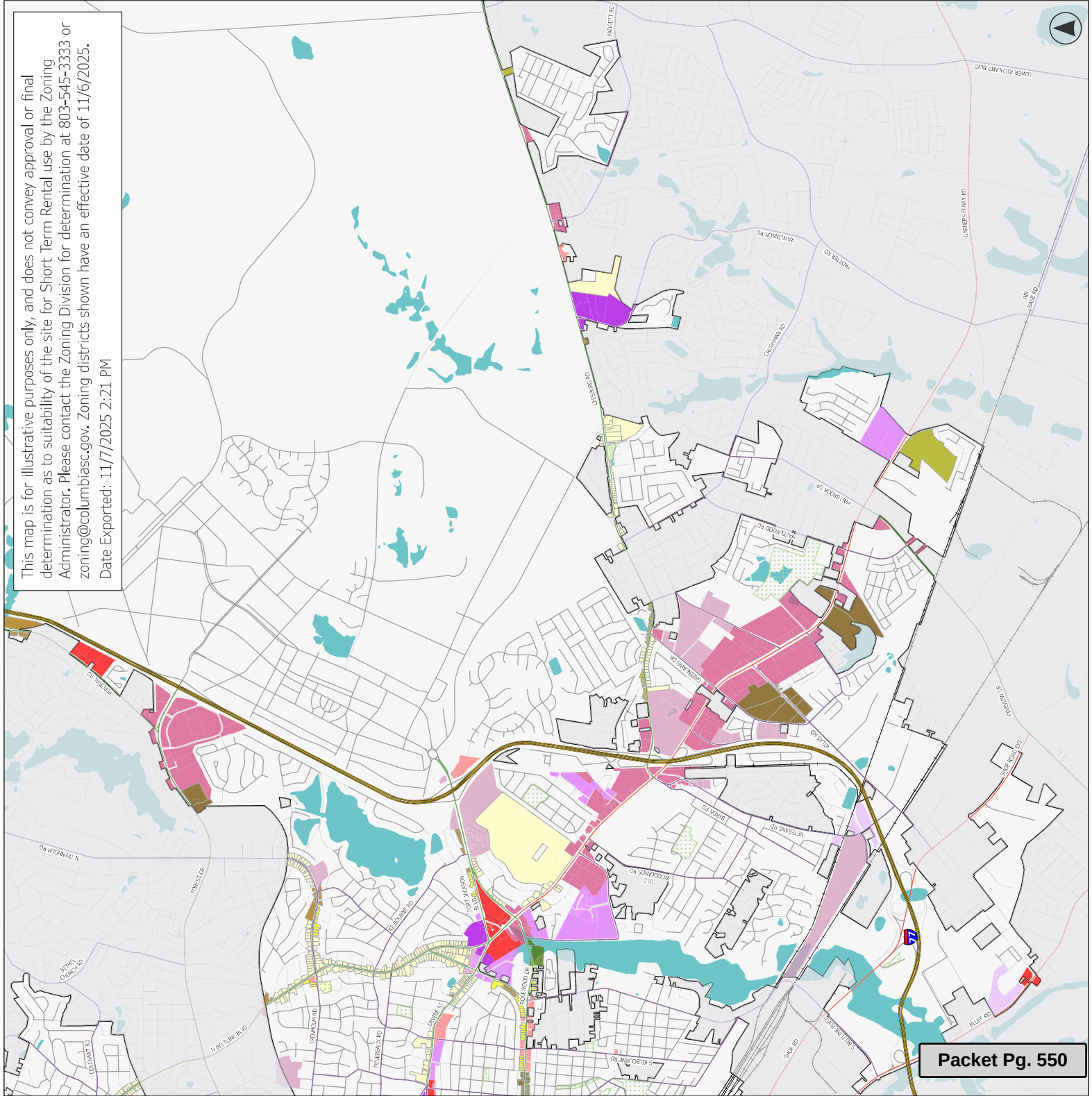


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Hammond, Erika

From: Gustavo Bueno <gustavocrane@hotmail.com>
Sent: Monday, December 15, 2025 2:36 PM
To: Mayor; Bailey, Tyler D; Brown, Peter M; Bussells, Aditi; Herbert, Tina N; Brennan, Will J; McDowell Jr, Edward H
Cc: City Clerk
Subject: [EXTERNAL] Reconsider STR Moratorium — Emphasize Enforcement and Data

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access. For suspicious emails, please report using the "Phish Alert Report" button.

Algumas pessoas que receberam esta mensagem não costumam receber emails de gustavocrane@hotmail.com. [Saiba por que isso é importante](#)

Dear Mayor Rickenmann and Members of Columbia City Council,

Thank you for your service to our community. I am writing as a Columbia resident and short-term rental (STR) host to respectfully ask that Council **revisit the prior STR ordinance rather than extend the moratorium on new permits**, and prioritize **effective enforcement and data collection**.

The moratorium was adopted in June 2025 following a tragic shooting in an Elmwood Park Airbnb, and to allow time to review STR impacts on neighborhoods. While public safety is rightly a priority, **shootings and safety incidents occur in many housing contexts**, and there is **no comprehensive, citywide data showing STRs are a systemic safety threat**. Targeted enforcement of existing rules — occupancy, noise, parking, and permit compliance — would address problem properties more directly than a broad permit pause.

On housing availability: the Columbia housing market currently shows a **balanced supply** with thousands of active home listings and a **median days on market around 60+ days**, indicating that buyers continue to find housing opportunities. This suggests STRs have **not visibly reduced residential inventory at scale**.

STRs also provide **supplemental income** for local residents managing rising costs. Before the moratorium, the City's ordinance required permits and local representatives for each property, a framework that can work if **enforcement capacity is properly funded and activated**.

Rather than barring new permits, I respectfully ask that Council:

- **Reinstate the prior STR ordinance**
- **Ensure Code Enforcement has the resources it needs**
- **Track and publish clear data on complaints and violations**

This balanced path supports **neighborhood livability, public safety, and economic opportunity** without penalizing compliant residents.

Thank you for your time and thoughtful consideration.

Respectfully,
 Gustavo Bueno (Gus)

2229 Park St

Mayor and Members of Council,

Airbnb strongly opposes **Item 27, specifically subsections (a), (b), and (c)**, which would prohibit any new short-term rentals in residential corridors unless they are located on a four-lane road.

This proposal raises serious concerns related to **property rights, fairness, and tourism**. By restricting new short-term rentals in this manner, the city would create an uneven playing field — allowing existing STR operators to continue while permanently preventing other homeowners from participating in Columbia’s visitor economy.

Short-term rentals play an important role in supporting tourism, particularly for families, extended stays, visiting students’ families, medical visitors, and event-driven travel. Many visitors prefer to stay in established neighborhoods close to restaurants, cultural districts, universities, and local businesses. Limiting STRs to a narrow set of corridors would reduce lodging options and push visitors — and their spending — outside the city.

Based on the map included in the agenda materials, this proposal would prohibit new short-term rentals in a wide range of core neighborhoods, including **Cotton/Bellevue, Elmwood Park, Earlewood, Heathwood Park, Shandon, Historic Heathwood, Olympia, Whaley’s Mill, and others**. These are precisely the areas that many visitors seek out and where local businesses benefit directly from tourism activity.

To better understand public sentiment, Airbnb completed a South Carolina voter survey on November 26, 2025, with a sample of 600 voters. The results are clear:

- **92%** of respondents said it is very or somewhat important to protect homeowners’ rights to use their property as they see fit.
- **68.1%** believe local governments regulate property use too much.
- **64.1%** said they strongly or somewhat support allowing short-term rentals in their own neighborhood.

These findings demonstrate that voters place a high value on property rights and are concerned about government overreach, particularly when regulations limit how homeowners can participate in the local economy.

Finally, the Planning Commission reviewed this proposal in November and voted to deny it by a 5–3 margin. Airbnb respectfully urges City Council to follow that recommendation and vote no on Item 27. Alternatively, Council may wish to defer consideration of this item to allow for additional information, stakeholder input, and a more complete evaluation of its potential impacts. Should Council ultimately choose to move forward, we respectfully request that any adopted language be consistent with established industry standards and best practices to ensure clarity, fairness, and effective implementation.

Thank you for your time and consideration.



MEETING DATE: January 6, 2026

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2026-003 - Permitting the City of Columbia Fire Department to collect money for the Muscular Dystrophy Association

REQUISITION NO.: R-2026-003

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** R-2026-003 - CFD MDA Boot Drive (PDF)

RESOLUTION NO.: R-2026-003

Permitting the City of Columbia Fire Department to collect money for the Muscular Dystrophy Association

WHEREAS, the Columbia Fire Department requests permission pursuant to South Carolina Code Ann. §5-27-910 for their personnel to collect money to benefit the Muscular Dystrophy Association at the intersections of Huger Street and Blossom Street; Gervais Street and Millwood Avenue; Bull Street and Elmwood Avenue; Harbison Boulevard and Columbiana Drive; Fairfield Road and N. Main Street; Leesburg Road and Garners Ferry Road, on Wednesday, February 11, 2026, Thursday, February 12, 2026 and Friday, February 13, 2026; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2026, that the Columbia Fire Department personnel are permitted to collect money for the Muscular Dystrophy Association on Wednesday, February 11, 2026, Thursday, February 12, 2026 and Friday, February 13, 2026, at the intersections of Huger Street and Blossom Street; Gervais Street and Millwood Avenue; Bull Street and Elmwood Avenue; Harbison Boulevard and Columbiana Drive; Fairfield Road and N. Main Street; Leesburg Road and Garners Ferry Road, provided, however, that: (1) there is no interference with either vehicular or pedestrian traffic; (2) no personnel shall leave the curb or raised median while soliciting for or collecting funds; and (3) personnel shall remove all trash from the sidewalk and median.

Requested by:

City Manager _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



MEETING DATE: January 6, 2026

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2026-004 - Approving the Honorary Placement of a Bench at Mays Park in honor of Mr. William P.H. Fincher

REQUISITION NO.: R-2026-004

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

Endorsed by the Administrative Policy Committee on October 28, 2025.

ATTACHMENTS:

- **#a:** R-2026-004 - Honorary Bench Placement - William P.H. Fincher (PDF)
- **#b:** 2026-004 - Application -Honorary Bench Placement - William P.H. Fincher (PDF)

RESOLUTION NO.: R-2026-004

Approving the Honorary Placement of a Bench at Mays Park in honor of Mr. William P.H. Fincher

WHEREAS, Mr. William P.H Fincher was a long time Columbia resident and a valued contributor to the City's business community; and

WHEREAS, Mr. William P.H Fincher was a dedicated community supporter who both loved and supported Mays Park.

WHEREAS, on October 28, 2025, the Administrative Policy Committee endorsed the placement of an honorary bench in recognition of Mr. Fincher's contributions; and, NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council this _____ day of _____ 2026, that the Mayor and City Council hereby approve the honorary placement of a bench at Mays Park in honor of Mr. William P.H. Fincher.

Requested by:

Councilman Edward H. McDowell, Jr.

Approved by:

Mayor

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT



HONORARY STREET/FACILITY, ROOM AND SITE NAMING APPLICATION

Please see submission checklist for materials necessary for application.

SUBMISSION MATERIALS MUST ACCOMPANY APPLICATION.

Application form and materials are **DUE AT 4:00 p.m.** thirty (30) days prior to ceremony.

- Is the designation: ☐ Honorary Street Naming (*Topper will be posted above standard City of Columbia street signs.*)
- ☐ Facility Naming (*A marker or plaque will be posted inside and outside of facility.*)
- ☐ Room Naming (*A marker or plaque will be posted outside of room.*)
- ☒ Site Naming

Checklist:

- ☒ Application
- ☒ Council Members (District and one At-Large Sponsor)
- ☐ 3 Letter(s) of Support
- 1) One letter expressing Community support
 - 2) One letter expressing Neighborhood/Neighborhood Association or Merchant Association support
 - 3) One letter expressing Councilmembers' support

Melita F. DaSilva

Applicant Signature*

Melita F. DaSilva

Print Name

803-319-4901

Phone Number

litadasilva6@gmail.com

E-mail Address

830 Hampton Hill Rd 29209

Mailing Address

3-17-25

Date

Check and initial acknowledging application requirements.

☒ man Signage wording cannot exceed twenty-six characters.

☒ man Any changes to initial request must be made in writing no more than 30 days prior to ceremony.

☒ man Signage wording and resolution must be finalized 30 days prior to ceremony.

☒ man Applicant must provide letter(s) of support as outlined in the above checklist.



HONORARY STREET/FACILITY, ROOM AND SITE NAMING APPLICATION

1. Name of individual or organization to be honored:

Bill Fincher (William P. H. Fincher)

2. Name of street, facility, room or site of proposed designation: *Please list the intersecting streets and block numbers for honorary street namings. No more than two signs are permitted per honorary street naming designation.*

Park bench, Mays Park
Trenholm Rd at Bel Hine Rd, Columbia

3. Attach sheet describing the significant contribution(s) this individual or organization has made in the community (no more than one page):

4. Location, date and time of unveiling ceremony if approved:

TBD

5. District Council Member Sponsor:

Name: Brown

At-Large Council Member Sponsor:

Name: Bailey

FOR STAFF USE:

Public Works: ☐ Approved ☐ Rejected

Parks and Recreation: ☐ Approved ☐ Rejected

Support Services: ☐ Approved ☐ Rejected

Public Safety: ☐ Approved ☐ Rejected

City Council Approval Date: _____

William Preston Houseal Fincher

July 22, 1938 – August 14, 2021

Columbia, South Carolina – William Preston Houseal Fincher, husband, father, grandfather, great-grandfather, brother, uncle, godfather and friend, passed peacefully to eternal life on August 14, 2021 at home with his family at his side. A lifelong Columbian, Bill was born on July 22, 1938 and was the second son of Ruth Sumner Houseal Fincher and Hubert Thomas Fincher.

He spent his early years living with his family in Ballentine on the shores of Lake Murray where he shared many wonderful (and mischievous) adventures with his older brother Tom, and in the Eau Claire, Heathwood and Shandon neighborhoods of Columbia, where he formed many enduring and cherished lifelong friendships. He was a graduate of Dreher High School (facilitated by a formative year at the Carlisle Military School in Bamberg, SC) where he was a member of The Dark Horseman Club, and was a proud alumnus of the University of South Carolina, where he studied Business Administration and was one of the few married members of the Kappa Alpha Order. Bill married his high school sweetheart, Carole Ann Crolley, in the summer of his sophomore year in college and they were married for 17 years.

Bill worked all his life, starting as a pre-teenager filling grocery orders in the neighborhood market at Trenholm and Beltline, delivering The State and the Columbia Record newspapers and selling home address signs in Shandon and Heathwood made from license plate materials by the prisoners at CCI. He began his long business career while at USC, working part time at the Claude Creason Company and at Lane, Taylor and Wolfe. Throughout his life, Bill credited Mr. Creason and the gentlemen at Lane, Taylor and Wolfe with teaching him valuable lessons in insurance and real estate. After positions with Aetna and Pennsylvania Lumbermen's Mutual, he opened his own insurance firm, The Fincher Agency in the 1960's and spent the rest of his career in insurance and real estate before retiring in 2018.

A devoted family man and sincere friend to many, Bill never met a stranger and was the life of any party. He always had a funny story to share, a favorite recipe to cook and a shoulder to lean on. He loved dogs (most especially his trusty canine companion, Fred) and people, Litchfield Beach and Pawleys Island, any decent grocery store (and in his later years, a good estate sale) and the Carolina Gamecocks, all in equal measure. He was predeceased by his parents, his brother James Edward Fincher and his beloved son, William Preston Houseal Fincher, Jr. He is survived by his wife of 24 years, Rebecca Caskey Fincher, daughters Melita Fincher DaSilva (Robert) and Lauren Ann Fincher, grandchildren William Middleton IV, Sumner Elizabeth Arbuckle and Thomas Preston Rives Middleton, stepdaughter Paige Cook Alexander (Chris), step-grandchildren Gracyn Rebekah Alexander, Christian John Joseph Alexander, Robert Hale DaSilva ("Sully") and William Brooks DaSilva ("Kackie"), great-grandson Henry Hale DaSilva, his brother Hubert Thomas Fincher,

Jr. (Clare) and sister Melita Fincher deTreville, nieces Susan Fincher Zais (Mitchell) and Sheryl Fincher, brother-in-law Daniel Joseph Caskey (Teresa) and nephew William Daniel Caskey.

Funeral services will be held at 11:00 a.m. on Thursday, August 19, 2021 at St. Paul's Lutheran Church, 1715 Bull Street in Columbia. Burial following the service will be private. Visitation with the family will be from 5:00 to 7:00 p.m. on Wednesday, August 18 at the home of Lita and Robbie DaSilva, 830 Hampton Hill Road in Columbia.

The Fincher family wishes to thank MSA Hospice, Comfort Keepers, Lataral Lewis and Aretha Brown for their gentle and loving care. In lieu of flowers, memorials may be made to the Michael J. Fox Foundation for Parkinson's Research, The Columbia Humane Society, 121 Humane Lane, Columbia, SC 29209, St. Paul's Lutheran Church or to the charity of one's choice.

"The night unveils new worlds of light; and to know that if I could unwrap fold after fold of God's universe I should only unfold more and more blessings, and see deeper and deeper into the love which is at the heart of it all."



CITY OF COLUMBIA
SOUTH CAROLINA
OFFICE OF CITY COUNCIL

October 22, 2025

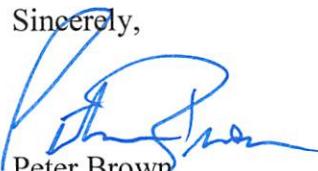
To Whom It May Concern:

The City Council of Columbia is honored to offer its support in recognizing the life and legacy of William Preston Houseal Fincher, a lifelong Columbian whose warmth, dedication, and entrepreneurial spirit enriched our community for generations.

Mr. Fincher's journey from his early days in Ballentine and Shandon to his long career in insurance and real estate reflects the values of hard work, friendship, and civic pride. His contributions to Columbia's business landscape, his devotion to family, and his generous nature made him a beloved figure across neighborhoods and generations.

We join his family, friends, and neighbors in celebrating a life well-lived and respectfully support efforts to honor his memory in a way befitting his enduring impact on our city.

Sincerely,


Peter Brown
District IV


Tyler D. Bailey
At-Large Councilman

Belton, Chanique J

From: litadasilva6@gmail.com
Sent: Monday, August 11, 2025 12:07 PM
To: Belton, Chanique J
Subject: [EXTERNAL] Fwd: Mays Park bench dedication request
Attachments: Scan.pdf; William Preston Houseal Fincher.docx

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access. For suspicious emails, please report using the "Phish Alert Report" button.

Hi - the application form you sent is attached below, in my original email to Peter Brown last March. It's a PDF scan at the end of my message to him. Please let me know if this is what you need to process our request.

Many thanks,
Lita DaSilva

Begin forwarded message:

From: Lita DaSilva <litadasilva6@gmail.com>
Date: March 19, 2025 at 1:56:17 PM EDT
To: peter.brown@columbiasc.gov, pbrown@colite.com
Subject: Mays Park bench dedication request

Good Afternoon, Peter,

I had the pleasure of hearing you speak yesterday to our Palmetto Garden Club and am so appreciative of your time, both at our meeting and most especially for the time and great effort you devote to our city. My neighbor, Kathleen Finlay, introduced us just before you began your talk. As you may recall, I mentioned needing your help with my family's request to donate or dedicate a park bench in Mays Park in memory of my father.

Like you, Dad grew up in the Park neighborhood, at 4000 Trenholm Road with the park literally in his backyard. Dad (William P. H. Fincher "Bill"), his brothers Tom and Jim, and their baby sister Melita were born and raised in Columbia, which was a very small town in those days. They grew up playing with friends in the park under the watchful eye of Mrs. Mozelle Shipp, who managed the programs in the park clubhouse, and they had endless stories to tell about the fun (and shenanigans) of bygone days in a simpler time:

*Dad and his brothers talked all their friends into voting for my aunt Melita in the annual Mays Park Queen contest, which she won, after which they promptly commandeered her chocolate candy prize.

*Unhappy with a group they perceived as park interlopers, Dad and his buddies made a giant sign out of a bedsheet covering up the park sign so that it read "OUR" Park instead of Mays Park.

*As a prank, they hitched a friend's bike to the park flagpole, hoisted it up to the top, and hid it from the unsuspecting friend for several frantic hours.

The list goes on, but suffice it to say Mays Park was an important part of Dad's childhood and consequently, my own. When he passed away a few years ago, our family knew right away that we wanted to try and dedicate something there in his memory. I contacted Doug Elliott in the City Recreation Dept and have completed a form he sent for Honorary Street/Facility, Room and Site Naming. I've attached the form as well as Dad's obituary from The State Newspaper for your reference.

We deeply appreciate any assistance you're able to provide re: this process, and are of course happy to make any necessary financial contribution to honor Dad in this way. Please contact me by email or phone if you need additional information or with contact information for City of Columbia staff who can help make arrangements.

Many thanks again,

Lita DaSilva
(Mrs. Robert M.)
830 Hampton Hill Road
Columbia, SC 29209
803.319.4901

Belton, Chanique J

From: SUSAN ZAIS <susanzais@aol.com>
Sent: Monday, October 20, 2025 8:30 PM
To: Belton, Chanique J
Cc: Mick Zais
Subject: [EXTERNAL] : Mays Park Bench Dedication Request

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access. For suspicious emails, please report using the "Phish Alert Report" button.

You don't often get email from susanzais@aol.com. [Learn why this is important](#)
Chanique,

We heard that Lita DaSilva would like to have a bench at Mays Park dedicated to her Dad, Bill Fincher. My husband, Mick Zais, and I live in the neighborhood on Tanglewood Road, and we think that's a great idea!

Bill Fincher grew up living in a house thats contiguous to Mays Park and he spent countless hours at the Park. Let's all move forward in getting a park bench dedicated in his honor!

Please don't hesitate to contact us if you have any questions.

Best,

Susan and Mick Zais
1642 Tanglewood Road
Columbia, SC 29204
Cell: 803-924-6320

Sent from my iPhone



MEETING DATE: January 6, 2026

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2026-005 - Approving the
Honorary Placement of a Plaque at Saluda
Riverwalk in honor of Joyace and Don Jackson

REQUISITION NO.: R-2026-005

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Endorsed by the Administrative Policy Committee on October 28, 2025.

ATTACHMENTS:

- **#a:** R-2026-005 - Honorary Placement of Plaque at Saluda Riverwalk - Don and Joyace Jackson (PDF)
- **#b:** 2026-005 - Application - Honorary Placement of Plaque at Saluda Riverwalk - Don and Joyace Jackson (PDF)

RESOLUTION NO.: R-2026-005

Approving the Honorary Placement of a Plaque at Saluda Riverwalk in honor of Joyace and Don Jackson

WHEREAS, Dr. Don and Mrs. Joyace Jackson were long time Columbia residents who contributed greatly to the community through their professional service and dedication to the wellbeing of others; and

WHEREAS, the Jacksons enriched Columbia through extensive volunteer work, a shared love of nature, and active engagement in local organizations, earning the respect and appreciation of neighbors and friends; and

WHEREAS, on October 28, 2025, the Administrative Policy Committee endorsed the placement of an honorary plaque at the base of a tree at Saluda Riverwalk in recognition of the Jacksons' contributions; and, NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of _____ 2026, that the Mayor and City Council hereby approve the honorary placement of a plaque at the base of the tree at Saluda Riverwalk in honor of Dr. Don and Mrs. Joyace Jackson.

Requested by:

Councilman Edward H. McDowell, Jr. _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



HONORARY STREET/FACILITY, ROOM AND SITE NAMING APPLICATION

Please see submission checklist for materials necessary for application.

SUBMISSION MATERIALS MUST ACCOMPANY APPLICATION.

Application form and materials are **DUE AT 4:00 p.m.** thirty (30) days prior to ceremony.

- Is the designation: ☐ Honorary Street Naming (*Topper will be posted above standard City of Columbia street signs.*)
- ☐ Facility Naming (*A marker or plaque will be posted inside and outside of facility.*)
- ☐ Room Naming (*A marker or plaque will be posted outside of room.*)
- ☒ Site Naming

Checklist:

- ☒ Application
- ☒ Council Members (District and one At-Large Sponsor)
- ☒ 3 Letter(s) of Support
- 1) One letter expressing Community support
 - 2) One letter expressing Neighborhood/Neighborhood Association or Merchant Association support
 - 3) One letter expressing Councilmembers' support

Russell Lynn Kelley
Applicant Signature*

Lynn Kelley 1316@gmail.com
E-mail Address

Russell Lynn Kelley
Print Name

1316 Berkeley Rd, Columbia, SC 29205
Mailing Address

803-361-3150
Phone Number

October 18, 2025
Date

Check and initial acknowledging application requirements.

- ☐ RLK Signage wording cannot exceed twenty-six characters. *to be reviewed*
- ☒ RLK Any changes to initial request must be made in writing no more than 30 days prior to ceremony.
- ☒ RLK Signage wording and resolution must be finalized 30 days prior to ceremony.
- ☒ RLK Applicant must provide letter(s) of support as outlined in the above checklist.



HONORARY STREET/FACILITY, ROOM AND SITE NAMING APPLICATION

1. Name of individual or organization to be honored:

Joyace and Don Jackson

2. Name of street, facility, room or site of proposed designation: *Please list the intersecting streets and block numbers for honorary street namings. No more than two signs are permitted per honorary street naming designation.*

-a plaque to be placed at the base of a tree at The Saluda Riverwalk Park

3. Attach sheet describing the significant contribution(s) this individual or organization has made in the community (no more than one page):

4. Location, date and time of unveiling ceremony if approved:

- to be determined

5. District Council Member Sponsor:

Name: Councilman McDowell

At-Large Council Member Sponsor:

Name: Councilwoman Bussells

FOR STAFF USE:

Public Works: ☐ Approved ☐ Rejected

Parks and Recreation: ☐ Approved ☐ Rejected

Support Services: ☐ Approved ☐ Rejected

Public Safety: ☐ Approved ☐ Rejected

City Council Approval Date: _____



CITY OF COLUMBIA
SOUTH CAROLINA
OFFICE OF CITY COUNCIL

October 18, 2025

To Whom It May Concern:

Councilor Bussells and I are proud to offer our support for the placement of a commemorative plaque at the Saluda Riverwalk honoring Joyace and Don Jackson two cherished members of our community whose lives exemplified the spirit of Columbia.

As longtime residents of our city, Joyace and Don were known not only as neighbors but as friends. Their warmth, energy, and helpful nature reflected the very best of Columbia's values. Whether walking the hills of Berkeley and Adger Roads or enjoying the serenity of our Regional Parks, including the Riverfront Park and Saluda Riverwalk, they embraced the outdoors and the community around them.

Don Jackson, a respected ophthalmologist and glaucomatologist at Columbia Eye Clinic, continued to serve the community even in retirement often seen bicycling through the city for both transportation and leisure. Joyace Jackson, a devoted docent at the Columbia Museum of Art and a Master Gardener, generously shared her knowledge, her art, and her plants with neighbors and friends. Her garden continues to bloom in yards across the city, a living testament to her kindness.

Their quiet generosity and enduring presence touched many lives. From Don's pottery to Joyace's garden cuttings, their contributions were personal and lasting. In one memorable act of neighborly care, Don responded immediately when a fallen tree struck a neighbor's home during their travels, inspecting and safeguarding the property until their return.

We support the placement of a plaque at its base, so that future generations may pause, reflect, and be inspired by the lives of Joyace and Don Jackson.


Edward H. McDowell, Jr.
District II


Aditi Bussells
At-Large Councilwoman

CITY OF COLUMBIA, SOUTH CAROLINA HONORARY SITE NAMING APPLICATION

NAMES: Joyace and Don Jackson
 SITE: A plaque is to be placed at base of a tree at the Saluda Riverwalk

CONTRIBUTIONS TO THE COMMUNITY BY JOYACE AND DON JACKSON

This application is for a plaque to be placed at the base of a tree that has already been planted at the City's Saluda Riverwalk Park in honor of Dr. Don and Mrs. Joyace Jackson. They lived for many years on Tomaka Road when Dr Jackson was one of Columbia's foremost ophthalmologists specializing in the treatment of glaucoma, and Mrs. Jackson was a registered dietitian who worked with children who had disabilities. Beyond these descriptions of their careers, the Jacksons contributed to the life of the community in many ways.

Joyace Jackson worked with children as a volunteer tutor in area schools. She also volunteered at the Columbia Museum of Art as a docent. In that role she welcomed visitors and increased their enjoyment of the museum, even participating in an exhibition of artwork by the docents. She also volunteered as a community gardener with the Columbia Garden Club and was a Master Gardener. When Don was not working to preserve the vision of his patients, he actively participated in enjoying the streets and parks of the city as a bicyclist. Together the Jacksons enjoyed the walkways along the rivers and being able to appreciate nature in the downtown area.

Most of all, the Jacksons are known and appreciated throughout their local community. They lived for years on Tomaka Road and neighbors all around that area have fond memories of them - she for her love of gardening and he for his helpfulness. Both were of a sharing nature so that many benefitted from gifts of the garden or of a helpful hand when work was to be done.

We are members of a local group known as the Columbia Literary and Jocular Society (CLJS), essentially a couples' book club. The group was established in 1994 and continues to this day. The Jacksons were members and through the years we spent times together discussing books and with each other in times of joy and sorrow. We felt that the planting of a tree in their honor would be a way to remember them in the City of Columbia.

As you read the letters written in support of this application, you will learn more about Don and Joyace Jackson. We hope that you will approve this request. Please let us know if you need any additional information.

Sincerely yours,

Members of the CLJS

Russell Lynn Kelley, Barbara Kelley, Keller Barron, Allen Coles, Gladys Coles, Mary Waters, Sam Waters, Bob Moore, Meribeth Moore, Fred Myher, Alicia Myher, Mary L. Bryan, and Tom Kohlsaad

Dr. Wayne Sribnick
3650 Tomaka Road
Columbia, SC 29205
waynebdr@bellsouth.net
October 19, 2025

Councilman Edward H. McDowell, Jr.
City of Columbia
P.O. Box 147
Columbia, SC 29217

Dear Councilman McDowell,

I am writing in support of the Columbia Literary and Jocular Society's request to place a commemorative plaque on a tree along the Saluda Riverwalk in honor of Joyace and Don Jackson.

The Jacksons were devoted admirers of Columbia's green spaces, investing both their time and resources to help preserve and enhance our city's natural beauty. Joyace, a talented gardener and long-standing member of the Columbia Garden Club, was known for her deep love of nature and her gift for cultivating beauty in every environment she touched. She also gave generously of her time as a volunteer reader in Columbia's elementary schools, sharing her warmth and passion for learning with generations of young students. After a long bout with illness, Joyace passed away in 2024, leaving behind a legacy of kindness, service, and love for her community.

Don Jackson, an ophthalmologist by profession, served his country honorably in Vietnam, where he earned the Bronze Star for his service. Beyond his professional and military accomplishments, he has been a steadfast supporter of our community's civic and environmental initiatives.

The Jacksons' shared commitment to service and to the city's natural spaces makes them deeply deserving of recognition in a place they both cherished. A plaque along the Saluda Riverwalk, a setting that reflects their appreciation for Columbia's natural beauty, would be a fitting and meaningful tribute to their contributions.

Thank you for considering this request. This recognition would honor Joyace's memory and celebrate Don's continuing legacy of generosity, civic service, and devotion to the City of Columbia.

Sincerely,

Wayne Sribnick, MD

1401 Berkeley Road
Columbia, South Carolina 29205
October 17, 2025

Columbia City Council
Council Chambers, City Hall
1747 Main Street
Columbia, South Carolina 29201

Dear Members of Columbia City Council,

This is a letter in support of the request for a plaque honoring Joyace and Don Jackson as members of the City of Columbia community. We lived in the same neighborhood and knew them as neighbors and as friends and would say that they exemplified the energy, friendliness and helpful spirit of the City of Columbia.

They enjoyed nature and the outdoors. Through the years, Joyace and Don were active and would be seen walking the neighborhood streets, including the steep hills of Berkeley and Adger Roads. Beyond the neighborhood, they enjoyed the city's Regional Parks – The Riverfront Park along the Canal, and The Saluda Riverwalk. Don spent free time bicycling for transportation and relaxation especially after retirement from the Columbia Eye Clinic where he worked as an ophthalmologist and glaucomatologist.

They were known as friends. As we have developed plans for the planting of the tree and the commemorative plaque, many neighbors and others in the community have remembered the friendliness and warm presence of the couple. They are thought of as a kind and quiet presence.

They were helpful. The couple contributed to the life of the City, each in their own way. Both Joyace and Don were interested in art. Joyace became a docent at the Columbia Museum of Art, and even participated in an exhibition of work by docents. Her other joy was found in the garden. As a Master Gardener, she learned and practiced effective gardening techniques. She did not keep this to herself – she willingly shared her knowledge, her plants, and her cuttings with many of us. Many of her plants bloom today. Don studied pottery and created vessels which were also shared.

Don was the person we called in 2018 when we were travelling overseas and learned that a massive tree had fallen and hit our house. We called, Don walked over, and he inspected, protected, and kept an eye on our house until our return. We hope that this lends support for the plaque to be placed at the base of the tree that has been planted at the Saluda Riverwalk honoring our friends and neighbors, Joyace and Don Jackson. Please let us know if you need any further information.

Sincerely,


Allen and Gladys Coles

To: Chanique J <Chanique.Belton@columbiasc.gov>
Subject: **Saluda River Walkway Tree sponsorship -Joyace and Don Jackson**
Date: October 20, 2025

I fully endorse and support a Saluda River Walkway Tree to commemorate Joyace and Don Jackson by the Columbia Literary and Jocular Society. I have known Joyace and Don for almost 20 years as friends and neighbors. They have both been wonderful examples of kindness, caring, and compassion for all of those around them, people and their pets, as well as passionate about using their God-given talents and energy to make our world a better, happier, and healthier one. It is only fitting that a remembrance of them be on this walkway where people will be exemplifying the lives and contributions of Joyace and Don.

Rusty Miller
803-466-0702

RustyMiller36@gmail.com

Additional Explanation:

This was originally a request for a tree at the Riverwalk Canal Park where there the walkway is lined with trees and accompanying plaques bearing names of people along with brief memorial statements. We began with a request for such a tree. After initially applying in 2024 we were told that the Columbia Garden Club was removing and replacing trees and would no longer allow for commemorative stones to be placed at the base of future trees. Since no further trees were to be planted there, we inquired as to how to accomplish this simple task and were referred to the Saluda Riverwalk Park. The process there involved talking with the Park Rangers who offered great assistance in selecting a tree, the site, and finding an appropriate stone from the park. The tree was planted during a small intimate ceremony on November 20, 2024 while we were awaiting approval for the plaque.



MEETING DATE: January 6, 2026

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2026-006 - Approving the Honorary Placement of a Bench and Plaque at the Paw Path within Rosewood Park in honor of Annette H. Boette

REQUISITION NO.: R-2026-006

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:
Endorsed by the Administrative Policy Committee on October 28, 2025.

ATTACHMENTS:

- **#a:** R-2026-006 - Honorary Bench and Plaque Placement - Annette Boette (PDF)
- **#b:** 2026-006 - Application - Honorary Bench and Plaque Placement - Annette Boette (PDF)

RESOLUTION NO.: R-2026-006

*Approving the Honorary Placement of a Bench and Plaque at the Paw Path within Rosewood Park
in honor of Annette H. Boette*

WHEREAS, Ms. Annette H. Boette supported the Columbia Police Department's K-9 Team by starting a protective vest drive that ensured all K-9 officers received them; and

WHEREAS, she maintained a special relationship with the K-9 Team and created lasting traditions to honor each K-9, including memorial bricks along the Rosewood Park Paw Path; and

WHEREAS, Ms. Boette's enduring commitment to the community, her compassion for animals, and her unwavering dedication to service and education have left a lasting impact on all who had the privilege of knowing her; NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2026, that the Mayor and City Council hereby approve the honorary placement of a bench and plaque at the Paw Path within Rosewood Park in honor of Annette H. Boette.

Requested by:

Councilman Edward H. McDowell, Jr.

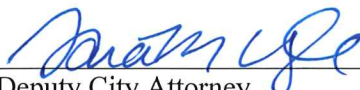
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT



PUBLIC ART PLACEMENT APPLICATION

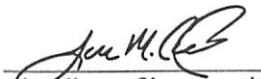
Please see submission checklist for materials necessary for application.

SUBMISSION MATERIALS MUST ACCOMPANY APPLICATION.

Application form and materials are **DUE AT 4:00 p.m.** thirty (30) days prior to installation.

- Is the designation:
- ☐ Public Art
 - ☐ Statue
 - ☒ Monument / Memorial
 - ☒ Individual Commemoration
 - ☐ Organization Commemoration
 - ☐ Event Commemoration

- Checklist:
- ☒ Application
 - ☒ Council Members (District and one At-Large Sponsor)
 - ☒ 3 Letter(s) of Support
 - ☐ One letter expressing Community support
 - ☐ One letter expressing Neighborhood/Neighborhood Association or Merchant Association support
 - ☐ One letter expressing Councilmembers' support


Applicant Signature*

jen@animalmission.org

Email Address

Jen Coody

Print Name

Mailing Address

803-479-2096

Phone Number

5/22/25

Date

Check and initial acknowledging application requirements.

- ☒ JC Artist Information, Description and photos of artwork.
- ☒ JC Any changes to initial request must be made in writing no more than 30 days prior to art placement.
- ☒ JC Artwork and resolution must be finalized at least 30 days prior to placement.
- ☒ JC Applicant must provide letter(s) of support as outlined in the above checklist.



PUBLIC ART PLACEMENT APPLICATION

1. Name of individual, organization, or event to be commemorated:

Annette H. Boette

2. Title of Artwork:

Plaque on a bench at The Paw Path - 901 South Holly Street

3. Attach a sheet describing the significant contribution (s) this individual, organization, or event has made in the community (no more than one-page)

4. Location, date, and time of unveiling ceremony (if approved):

The placement of public art within the City's right-of-way shall adhere to the City of Columbia encroachment ordinance process.

Not requested

5. District Council Member Sponsor: Will Brennan

At-Large Council Member Sponsor: Aditi Bussells

FOR STAFF USE:

Arts, Historic Preservation & Philanthropy Committee: ☐ Endorsed ☐ Rejected

One Columbia Review: ☐ Approved ☐ Rejected

Arts, Historic Preservation & Philanthropy Committee: ☐ Endorsed ☐ Rejected

Public Works: ☐ Approved ☐ Rejected

Parks and Recreation: ☐ Approved ☐ Rejected

Support Services: ☐ Approved ☐ Rejected

Public Safety: ☐ Approved ☐ Rejected



October 14, 2025

Chanique Belton
Legislative Chief of Staff
Office of the Mayor and Columbia City Council

Dear Ms. Belton,

Our organization wishes to share our full support for the proposed bench, honoring Annette Boette, to be located at our memorial Paw Path garden inside of Rosewood Park. The bench will be a special way for her friends and family to celebrate her life and many contributions to the City of Columbia, and will be located in a place that was extremely close to her heart. Her dedication to Columbia Police Department's K9 team was unlimited and her generosity was as well.

If there is any way that we can further assist with the completion of this worthwhile project, please let me know. We are honored to be part of this tribute to one of CPD's most loyal supporters, and our dear friend.

A handwritten signature in black ink, appearing to read "Jen M. Coody".

Jen Coody
Executive Director
Animal Mission
127 Humane Lane
Columbia SC 29209
jen@animalmission.org

Letter of support from friend and community member, Ann Yancey:

“Following a long illness, Annette Hairston Boette passed away on the day before Thanksgiving in 2024. She spent a lifetime making her community a better place, first in a career as a social worker and then, following her retirement, as a constant force for doing good things in Columbia.

Annette recognized the need for protective vests for the Columbia Police Department's K9's. With the help of friends, she began an initiative to make this happen. We all remember getting the “We have a new K9 and I need you to write a check” phone call. Now, years later, vests are issued to all K9's by the department.

She had a special relationship with the K9 division of the CPD, caring for the welfare of both the human and K9 officers. Each K9 who joined the department receives a dark blue towel with their name embroidered in gold. And each K9 who passes away is remembered with a brick on Annette's beloved Rosewood Park Paw Path. Her friends intend to carry on this tradition.

To honor her memory, these same friends have raised the money to purchase a bench to be installed at the Paw Path. The Police Department helped craft the inscription in her memory, and we are just awaiting approval by City Council. We hope to have this completed in a timely manner so her friends and her family can have this memorial to celebrate her legacy.”



CITY OF COLUMBIA
SOUTH CAROLINA
OFFICE OF CITY COUNCIL

October 14, 2025

To Whom It May Concern:

On behalf of Councilwoman Bussells and myself, we are pleased to extend our support for the bench placement honoring Ms. Annette H. Boette at The Paw Path located at 901 South Holly Street.

Ms. Boette's enduring commitment to our community, her compassion for animals, and her unwavering dedication to education and service have left a lasting impact on all who had the privilege of knowing her. A bench along The Paw Path a place that symbolizes care, companionship, and connection would be a fitting tribute to her legacy.

This gesture would not only honor Ms. Boette's memory but also serve as a place of reflection and inspiration for others who walk the path she helped shape. I sincerely hope this proposal receives the thoughtful consideration it deserves.

Thank you for your time and for all you do to support meaningful community recognition.

Warm regards,

William Brennan
District III

Aditi Bussells
At-Large Councilwoman

Belton, Chanique J

From: Jen Coody <jen@animalmission.org>
Sent: Thursday, May 22, 2025 12:54 PM
To: Belton, Chanique J
Subject: [EXTERNAL] Re: Memorial Bench at the Paw Path
Attachments: Application - Paw Path Bench R_2024_063.pdf; Annette's Bench.docx

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access. For suspicious emails, please report using the "Phish Alert Report" button.

Hey good afternoon Ms. Belton—

Thank you so much for sending this application for the placement of the bench and plaque at the Paw Path! I'm attaching a completed version for you, and I have spoken with both city council members listed to confirm their support of the project. I'm also attaching a letter of support from one of the community members who is organizing the purchase of the bench, as well as an image of the bench/plaque that we are proposing to purchase. We're open to any color or style of bench, if something else would be preferable....this is just what we've found as our favorite option so far.

Thank you again for your help and please just let me know if anything else is needed?

Have a great afternoon,

JEN

--

Jen Coody
 Animal Mission
<https://cas5-0-urlprotect.trendmicro.com:443/wis/clicktime/v1/query?url=https%3a%2f%2fanimalmission.org&umid=2b13bc6c-5c6e-4383-ade0-0798461e9e34&rct=1747932941&auth=315c40ccf46939b9059528bc0e8d812f01de9632-5f74b71ef0c727566b4362da9b9757d3fa6c5cd8>
 803-479-2096
 @AnimalMission

On May 12, 2025, at 12:11 PM, Belton, Chanique J <Chanique.Belton@columbiasc.gov> wrote:

Good Afternoon-

Attached is the application for the art placement.

Should you have any questions please let me know.

All the best
 Chanique

Chanique J. Belton, MPA
 Legislative Chief of Staff

Mayor/City Council
City of Columbia

1737 Main Street, Columbia, SC 29201
Chanique.Belton@Columbiasc.gov
Phone: 803-545-3061/803-545-3546
Cell: 803-315-9882
ColumbiaSC.gov

<image001.png>

<R_2024_063_Public_Art_Placement_Policy_and_Application.pdf>





MEETING DATE: January 6, 2026

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2026-007 - Approving the Honorary Naming of Gregg Street from Colonial Drive to McLeese Street as "Brian DeQuincey Newman Street"

REQUISITION NO.: R-2026-007

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:
Endorsed by the Administrative Policy Committee on October 28, 2025.

ATTACHMENTS:

- **#a:** R-2026-007 - Resolution - Brian Newman - Honorary Street Naming (PDF)
- **#b:** 2026-007 - Application - Brian Newman - Honorary Street Naming (PDF)

RESOLUTION NO.: R-2026-007

*Approving the Honorary Naming of Gregg Street from Colonial Drive to McLeese Street as
"Brian DeQuincey Newman Street"*

WHEREAS, the late Brian DeQuincey Newman was a distinguished public servant, a dedicated attorney, and a proud son of Columbia, South Carolina. He served the community as an Assistant Solicitor and as a Columbia City Councilman; and

WHEREAS, Brian DeQuincey Newman advocated for improved transportation access across the region and was deeply rooted in community service and civic engagement; NOW THEREFORE,

BE IT RESOLVED this ____ day of _____, 2026, that the Mayor and City Council of the City of Columbia hereby approve the Honorary Naming of Gregg Street from Colonial Drive to McLeese Street as "Brian DeQuincey Newman Street."

Requested by:

Councilman Edward H. McDowell, Jr.

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:



HONORARY STREET/FACILITY, ROOM AND SITE NAMING APPLICATION

Please see submission checklist for materials necessary for application.

SUBMISSION MATERIALS MUST ACCOMPANY APPLICATION.

Application form and materials are DUE AT 4:00 p.m. thirty (30) days prior to ceremony.

- Is the designation: ☒ Honorary Street Naming (*Topper will be posted above standard City of Columbia street signs.*)
- ☐ Facility Naming (*A marker or plaque will be posted inside and outside of facility.*)
- ☐ Room Naming (*A marker or plaque will be posted outside of room.*)
- ☐ Site Naming
- Checklist: ☒ Application
- ☒ Council Members (District and one At-Large Sponsor)
- ☐ 3 Letter(s) of Support
- 1) One letter expressing Community support
 - 2) One letter expressing Neighborhood/Neighborhood Association or Merchant Association support
 - 3) One letter expressing Councilmembers' support

Applicant Signature*

Robert Hughes

Print Name

864-233-2580

Phone Number

rhughes@hughesdevelopment.com

E-mail Address

2148 Boyce Street, Columbia, SC 29201

Mailing Address

2/7/25

Date

Check and initial acknowledging application requirements.

- ☒ rh Signage wording cannot exceed twenty-six characters.
- ☒ rh Any changes to initial request must be made in writing no more than 30 days prior to ceremony.
- ☒ rh Signage wording and resolution must be finalized 30 days prior to ceremony.
- ☒ rh Applicant must provide letter(s) of support as outlined in the above checklist.

Rev. 1/1/2021



HONORARY STREET/FACILITY, ROOM AND SITE NAMING APPLICATION

1. Name of individual or organization to be honored:

Brian DeQuincey Newman

2. Name of street, facility, room or site of proposed designation: *Please list the intersecting streets and block numbers for honorary street namings. No more than two signs are permitted per honorary street naming designation.*

Gregg Street from Colonial Drive to McLeese Street - location enclosed

3. Attach sheet describing the significant contribution(s) this individual or organization has made in the community (no more than one page):

4. Location, date and time of unveiling ceremony if approved:

TBD

5. District Council Member Sponsor:

Name: McDowell

At-Large Council Member Sponsor:

Name: Bailey

FOR STAFF USE:

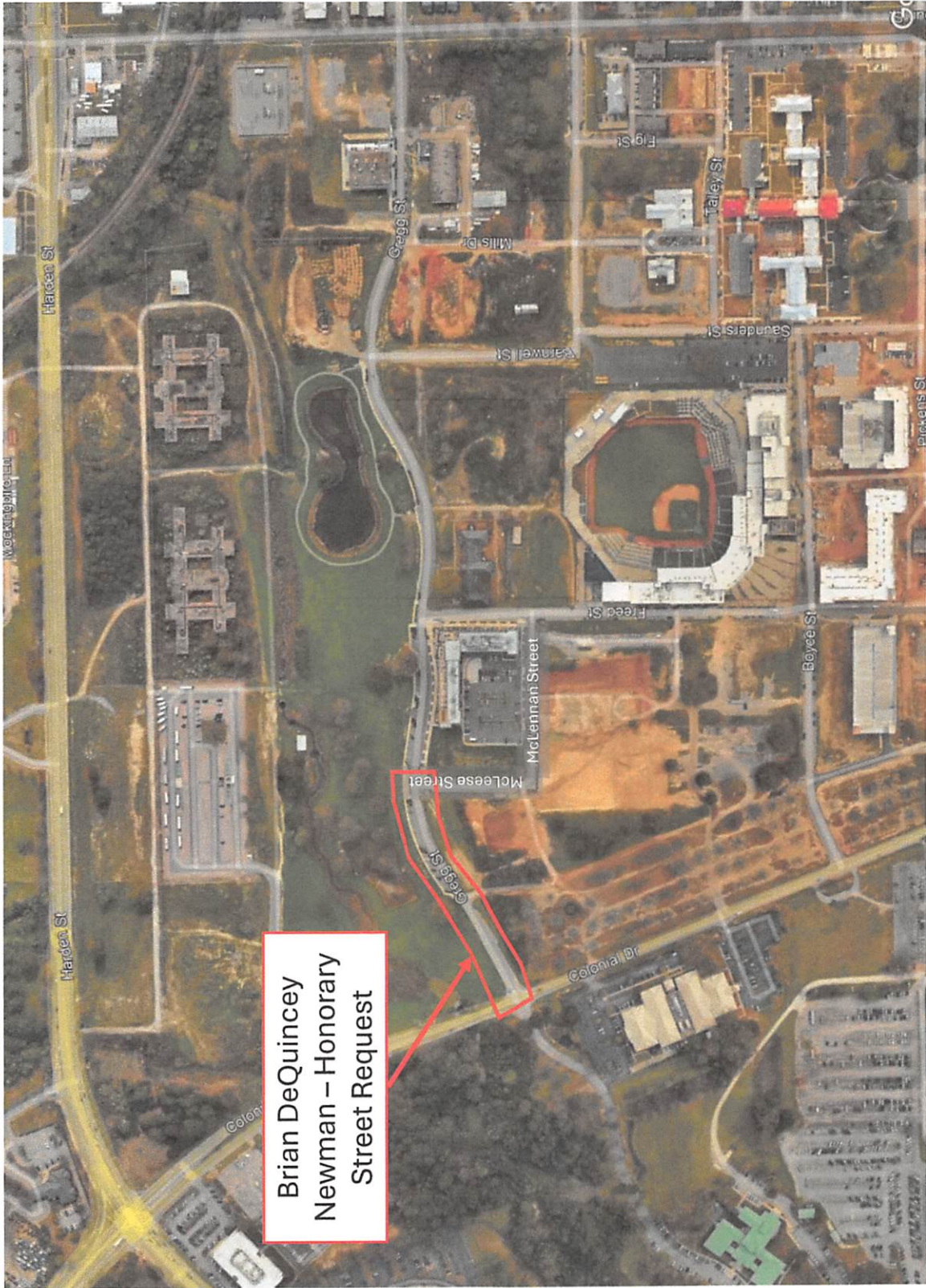
Public Works: ☐ Approved ☐ Rejected

Parks and Recreation: ☐ Approved ☐ Rejected

Support Services: ☐ Approved ☐ Rejected

Public Safety: ☐ Approved ☐ Rejected

City Council Approval Date: _____





CITY OF COLUMBIA
SOUTH CAROLINA
OFFICE OF CITY COUNCIL

October 20, 2025

To Whom It May Concern:

We are honored to express our full support for the request to designate an honorary street topper bearing the name of the late Councilman Brian DeQuincey Newman at the beginning of Gregg Street, which runs directly through the Bull Street District.

Councilman Newman was a distinguished public servant, a dedicated attorney, and a proud son of Columbia. A graduate of Spring Valley High School, Morehouse College, and the University of South Carolina School Of Law, he brought both academic excellence and heartfelt commitment to his work in our city. He served as an assistant Solicitor and as a Columbia City Councilman, where his leadership and vision helped shape the future of our community.

One of Councilman Newman's most impactful contributions was his pivotal vote on July 9, 2013, which advanced the Bull Street Development project with a 4-2 decision. This transformative initiative has become a cornerstone of Columbia's growth, connecting the Bull Street District to Main Street and historic neighborhoods such as Cottonwood and Elmwood Park. As Astral Development co-founder Ashil Ann noted, "We specifically chose Bull and Elmwood because to us it's Columbia's front door." Councilman Newman helped open that door.

His legacy is further recognized by the South Carolina House of Representatives, which passed a resolution honoring his life and service to the state and city: SC House Resolution 4728.

Placing an honorary street topper in his name at Gregg Street would be a meaningful tribute to his legacy and a visible reminder of the lasting impact he made on our city. We respectfully and enthusiastically support this request.


Edward H. McDowell, Jr.
District II


Tyler D. Bailey
At-Large Councilman

Brian DeQuincey Newman made a lasting impact on the Columbia community through his trailblazing leadership and dedication to public service. As the youngest person ever elected to Columbia City Council, he brought fresh energy and a forward-thinking vision to the city's governance. Representing District 2 from 2010 to 2015, he quickly became known for his thoughtful approach to policy and his commitment to equity and progress.

One of Councilman Newman's most notable contributions was his decisive vote in favor of the Bull Street Development project in 2013. With a 4-2 vote, his support helped launch one of Columbia's most transformative urban revitalization efforts, connecting key districts and enhancing the city's infrastructure and economic potential. His leadership extended beyond council chambers he also served as Chair of the city's Committees on Public Safety and Economic Development, and led the Central Midlands Regional Transit Authority's board of directors, advocating for improved transportation access across the region.

Beyond his political achievements, Brian Newman was deeply rooted in community service and civic engagement. He served as an assistant solicitor with the Fifth Circuit Solicitor's Office and practiced law with a focus on justice and advocacy. A Columbia native and graduate of Spring Valley High School, Morehouse College, and the University of South Carolina School of Law, he embodied the values of education, service, and leadership. His legacy continues to inspire, and his contributions have been formally recognized by the South Carolina House of Representatives in a resolution honoring his life and service.



MEETING DATE: January 6, 2026

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2026-008 - Approving the Honorary Naming of Katy Street in the Golden Acres community as "Curtis Elkins Street"

REQUISITION NO.: R-2026-008

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

Endorsed by the Administrative Policy Committee on December 16, 2025.

ATTACHMENTS:

- **#a:** R-2026-008 - Curtis Elkins - Honorary Street Naming (PDF)
- **#b:** 2026-008 - Application - Curtis Elkins - Honorary Street Naming (PDF)

RESOLUTION NO.: R-2026-008

*Approving the Honorary Naming of Katy Street in Golden Acres community as
"Curtis Elkins Street"*

WHEREAS, Curtis A. Elkins was born, raised, and resided in the Golden Acres community for 64 years. He was a daily testament to the values of service, compassion, and community; and

WHEREAS, Curtis A. Elkins was dedicated to ensuring the community remained in a safe and orderly manner as he cared for the elderly neighbors and their yards, mentored young men in the neighborhood, and encouraged others to become a better version of themselves; NOW THEREFORE,

BE IT RESOLVED this ____ day of _____, 2026, that the Mayor and City Council of the City of Columbia hereby approve the honorary naming of Katy Street in Golden Acres community as "Curtis Elkins Street."

Requested by:

Councilman Edward H. McDowell, Jr.

Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



HONORARY STREET/FACILITY, ROOM AND SITE NAMING APPLICATION

Please see submission checklist for materials necessary for application.
SUBMISSION MATERIALS MUST ACCOMPANY APPLICATION.
 Application form and materials are **DUE AT 4:00 p.m.** thirty (30) days prior to ceremony.

Is the designation: ☒ **Honorary Street Naming** (*Topper will be posted above standard City of Columbia street signs.*)
☐ **Facility Naming** (*A marker or plaque will be posted inside and outside of facility.*)
☐ **Room Naming** (*A marker or plaque will be posted outside of room.*)
☐ **Site Naming**

Checklist:

- ☒ **Application**
☒ **Council Members** (District and one At-Large Sponsor)
☒ **3 Letter(s) of Support**
 1) One letter expressing Community support
 2) One letter expressing Neighborhood/Neighborhood Association or Merchant Association support
 3) One letter expressing Councilmembers' support

Dr. Monica Elkins
 Applicant Signature*

Dr. Monica Elkins
 Print Name

803-445-7344
 Phone Number

Puttingstudentsfirst2012@gmail.com
 E-mail Address

PO Box 290522, Columbia, SC 29229
 Mailing Address

8/12/2025
 Date

Check and initial acknowledging application requirements.

- ☒ ME Signage wording cannot exceed twenty-six characters.
☒ ME Any changes to initial request must be made in writing no more than 30 days prior to ceremony.
☒ ME Signage wording and resolution must be finalized 30 days prior to ceremony.
☒ ME Applicant must provide letter(s) of support as outlined in the above checklist.

Rev: October 2023



HONORARY STREET/FACILITY, ROOM AND SITE NAMING APPLICATION

1. Name of individual or organization to be honored:

Curtis A. Elkins (deceased)

2. Name of street, facility, room or site of proposed designation: *Please list the intersecting streets and block numbers for honorary street namings. No more than two signs are permitted per honorary street naming designation.*

Katy Street, Columbia, SC 29203

3. Attach sheet describing the significant contribution(s) this individual or organization has made in the community (no more than one page):

4. Location, date and time of unveiling ceremony if approved:

September 6th, 2025 @ 12:00p.m. (Corner of Katy and
Isabel St

5. District Council Member Sponsor:

Name: Rev. McDowell

At-Large Council Member Sponsor:

Name: Tyler Bailey

FOR STAFF USE:

Public Works: ☐ Approved ☐ Rejected

Parks and Recreation: ☐ Approved ☐ Rejected

Support Services: ☐ Approved ☐ Rejected

Public Safety: ☐ Approved ☐ Rejected

City Council Approval Date: _____

Rev: May 2024

Leon Howard
 District No. 76 - Richland County
 2425 Barhamville Road
 Columbia, SC 29204

Committee:
 Ways and Means



530 Blatt Building
 Columbia, SC 29201

Tel. (803) 734-3049

House of Representatives
 State of South Carolina

July 16, 2025

The Honorable Councilman Edward H. McDowell, Jr.
 City of Columbia
 P.O. Box 147
 Columbia, South Carolina 29217

Dear Councilman McDowell,

Please accept this letter in support of renaming Katy Street in honor and memory of the late Mr. Curtis Elkins, a longtime resident and pillar of the Golden Acres community, affectionately known as "Mr. Golden Acres."

Mr. Elkins was a true champion for his community, known and loved by both young and old. He was always ready to mow a neighbor's lawn, carry groceries, or offer a word of encouragement to anyone he encountered. His unwavering commitment to helping others and his generous heart made him a cornerstone of the Golden Acres neighborhood.

Mr. Elkins would gladly give his last to someone in need without hesitation, embodying the very essence of selflessness and service. He had a passion for landscaping and construction, and his meticulous work reflected the same pride, dedication, and care he brought to his relationships and community involvement.

Renaming Katy Street in his honor would be a fitting tribute to a man who gave so much to those around him. It would serve as a lasting reminder of his legacy, his love for the neighborhood, and the impact of his life's work.

Thank you for your consideration.

Sincerely,

Leon Howard
 South Carolina House District Representative, District 76

/jg

July 10, 2025

Councilman Reverend Ed McDowell
1314 Heidt St
Columbia, SC 29204

Dear Councilman Rev. McDowell,

I am writing to you on behalf of my beloved brother, the late **Curtis Elkins**, a lifelong resident and pillar of the Golden Acres community, where he was affectionately known by all as "**Mr. Golden Acres.**"

Curtis was not just a man who lived in the neighborhood; he was a man who lived for the neighborhood. Born, raised, and residing in the Golden Acres area for 64 meaningful years; his life was a daily testament to the values of service, compassion, and community. His legacy is imprinted in the hearts of every neighbor he uplifted, every child he mentored, and every elder he served.

Curtis used his own life experiences to become a beacon of wisdom and a mentor for countless youths in the area. He supported single-parent households by ensuring children had gifts during the holidays and consistently stepped in as an unofficial but ever-present neighborhood watchman, keeping our streets safe and peaceful through his daily presence and care. For our seniors, he was their helping hand, mowing lawns, raking leaves, and doing heavy tasks they could no longer manage alone.

He poured not just time, but also his personal resources and immeasurable heart into Golden Acres. His actions, though quiet, consistent, and compassionate, spoke volumes. He never asked for recognition. He simply showed up, day after day, for the people and the place he loved.

It is in this spirit of remembrance and community gratitude that we humbly request that **Katy Street be renamed in honor of Curtis Elkins**. Doing so would not only be a meaningful tribute to his memory but also serve as a lasting symbol of service, humility, love, and values that Curtis lived and left behind for all of us.

We thank you in advance for considering this request and for continuing to support and uplift the residents of this city, just as Curtis did every day of his life.

With heartfelt appreciation,

Dr. Monica Elkins

Dr. Monica Elkins
On behalf of the Elkins' and Golden Acres Family

803-200-2121

July 10, 2025

Councilman Reverend Ed McDowell
1874 Hill St
Columbia, SC 29204

Dear Councilman Rev. McDowell:

I am writing to you on behalf of my beloved brother, the late Curtis Elikins, a lifelong resident and pillar of the Golden Acres community, where he was affectionately known by all as "The Golden Acres".

Curtis was not just a man who lived in the neighborhood; he was a man who lived for the neighborhood. Born, raised, and residing in the Golden Acres area for 64 meaningful years, his life was a daily testament to the values of service, compassion, and community. His legacy is imprinted in the hearts of every neighbor he touched, and every child he mentored, and every elder he served.

Curtis used his own life as a blueprint to become a beacon of wisdom and a mentor for countless youths in the area. He supported single-parent households by ensuring children had gifts during the holidays and consistently stayed in a room unoccupied but ever-present neighborhood watchman, keeping our streets safe and peaceful through his daily presence and care. For our seniors, he was their helping hand, moving leaves, taking leaves, and doing heavy tasks they could no longer manage alone.

His power not just time, but also his personal resources and remarkable heart for Golden Acres. His calm, thoughtful, consistent, and compassionate spirit volumes. He never asked for recognition. He simply showed up, day after day, for the people and the place he loved.

It is in the spirit of remembrance and community gratitude that we humbly request that Curtis be remembered in honor of Curtis Elikins. Doing so would not only be a meaningful tribute to his memory but also serve as a lasting symbol of honor, unity, love, and values that Curtis lived and left behind for all of us.

We thank you in advance for considering this request and for continuing to support and uplift the residents of this city. Just as Curtis did every day of his life.

With heartfelt appreciation

(Signature)

On behalf of the Elikins and Golden Acres Family
Dr. Monica Elikins

803-500-5124

July 9, 2025

Councilman Rev. Ed McDowell
1314 Heidt St
Columbia, SC 29204

Dear Councilman McDowell,

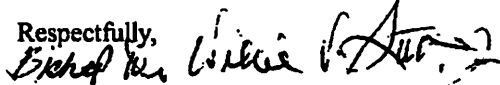
It's with great honor and graditude to write a recommendation letter on behalf of the late Curtis Elkins to be considered to have **Katy Street** named in his honor.

I've had the pleasure of developing a positive and brotherly friendship with Curtis for more than three decades; watching him behave in such a childish manner to witnessing him give his life to Christ. He was such an affectinate and outspoken man who cared deeply about his family and community.

Curtis lived in Golden Acres on **Katy Street** his entire life (64 years) and was dedicated to ensuring that the community remained in a safe and orderly manner, he cared for the elderly neighbors ensuring that their yards were landscaped perfectly and many times it was done without a cost associated with it; as well as being a mentor to the younger men in the neighborhood who were going down the wrong past. He felt comfortable sharing his past with people to encourage and motivate them to become a better version of themselves.

Without a doubt, I believe that changing **Katy Street** to **Curtis Street** will be a daily reminder for the community to see that God gives second chances to everyone and a reminder of scripture Psalm 34:17- The righteous cry out and the Lord hears them: he delivers them from all their troubles.

Respectfully,



Bishop Dr. Willie V. Sutton, Jr.

July 4, 2013

Mr. Chairman
 1311 North St.
 Columbia, SC 29204

Dear Mr. Chairman:

It is a great honor and privilege to write a recommendation letter on behalf of the
 into Charles Ekins to be considered for Kelly Street named in his honor.

I've had the pleasure of developing a positive and brotherly friendship with Charles for
 more than three decades. I know him better in such a personal manner to
 recommend him for this honor. He was such an affable and outgoing man
 who cared deeply about his family and community.

Charles lived in Golden Acres on Kelly Street his entire life (47 years) and was
 devoted to ensuring that the community remained in a safe and orderly manner. He
 cared for the elderly neighbors ensuring that their yards were landscaped properly
 and many times it was there without a call. He was always willing to do as well as doing
 more to the neighborhood. He was going down the wrong
 path. He felt comfortable sharing his own with people to encourage and motivate them
 to become a better version of themselves.

When a family I believe was changing Kelly Street to Charles Street will be a day.
 reminder for the community to see that Charles Ekins second chance to everyone and a
 reminder of neighborly spirit. Kelly Street is the right way to go and the Lord knows we will be
 delivered from all their troubles.

Respectfully,
 Charles Ekins
 1311 North St.
 Columbia, SC 29204

July 9, 2025

Councilman Rev. Ed McDowell
1314 Heidt Street
Columbia, SC 29204

Dear Councilman McDowell,

I would highly recommend that your office consider changing the name of Katy Street in Golden Acres community to **"Curtis" Elkins St.**

Curtis was raised in the community and he was well respected by the entire community. His house was the neighborhood house; where he fed everyone, allowed friends to stay over if needed and he took care of the landscaping for almost all of the houses in the neighborhood. The elderly neighbors depended on Curtis and he made sure that they felt safe. He was very protective of his blood and community family.

It was quite obvious, that Curtis was very caring, outspoken and loved his neighbors and neighborhood by the way he shaped the spirit and character of the community. He felt a strong desire to minister to the younger men and women to get their life right with God while listening to Christian music and hosting cookouts. Curtis held the neighborhood down for 64 years.

Nevertheless, changing Katy street to Curtis' street will serve as a reminder that your past does not dictate your future **and** that one person can enhance, motivate and inspire future generations.

Therefore, I give my support without hesitation to request that Katy street is changed to Curtis Street.

Respectfully,

Ms. Sandra Ricks

Ms. Sandra Ricks
Golden Acres Community President
1-610-355-5019

July 9, 2002

Councilman Ryan 151 McIlwain
1314 Heidi Street
Columbia, SC 29204

Dear Councilman McIlwain:

I would highly recommend that your office consider changing the name of Katy Street in Golden Acres community to "Curtis" Elkins St.

Curtis was raised in the community and he was well respected by the entire community. His house was the neighborhood's first home for a long time. His friends to stay over if needed and he took care of the landscaping for almost all of the houses in the neighborhood. The elderly neighbors depended on Curtis and he made sure that they felt safe. He was very protective of his blood and community family.

It was quite obvious that Curtis was very caring, outspoken and loved his neighbors and neighborhood by the way he shared the spirit and character of the community. He felt a strong desire to minister to the younger men and women to get their life right with God while listening to Christian music and hosting concerts. Curtis held the neighborhood down for 64 years.

Inevitably, changing Katy Street to Curtis Street will serve as a reminder that your past does not dictate your future and that one person can enhance, motivate and inspire future generations.

Therefore, I give my support without hesitation to request that Katy Street is changed to Curtis Street.

Respectfully,

Mrs. Sandra Ricks

Mrs. Sandra Ricks
Golden Acres Community President
1-610-322-2019



MEETING DATE: January 6, 2026

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2026-009 - Approving the Honorary Naming of the 200 block of South Ravenel Street between 3200 Hope Avenue and 3200 Rosewood Drive as "Eagle Way"

REQUISITION NO.: R-2026-009

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:
Endorsed by the Administrative Policy Committee on December 16, 2025.

ATTACHMENTS:

- **#a:** R-2026-009 - Resolution - Rosewood - Eagle Way - Honorary Street Naming (PDF)
- **#b:** 2026-009 - Application -Rosewood - Eagle Way - Honorary Street Naming (PDF)

RESOLUTION NO.: R-2026-009

Approving the Honorary Naming of the 200 block of South Ravenel Street between 3200 Hope Avenue and 3200 Rosewood Drive as "Eagle Way"

WHEREAS, Rosewood Elementary School in Columbia, South Carolina, has a rich history, serving the community for 100 years and playing a significant role in the fight for school desegregation; and

WHEREAS, Rosewood Elementary School prepares every student to be a successful, contributing citizen in a global society by providing an effective and high-quality education as a certified Arts in Basic Curriculum (ABC) School; NOW THEREFORE,

BE IT RESOLVED this ____ day of _____, 2026, that the Mayor and City Council of the City of Columbia hereby approve the honorary naming of the 200 block of South Ravenel Street between 3200 Hope Avenue and 3200 Rosewood Drive as "Eagle Way."

Requested by:

Councilman Will Brennan

Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



HONORARY STREET/FACILITY, ROOM AND SITE NAMING APPLICATION

Please see submission checklist for materials necessary for application.

SUBMISSION MATERIALS MUST ACCOMPANY APPLICATION.

Application form and materials are DUE AT 4:00 p.m. thirty (30) days prior to ceremony.

- Is the designation: ☒ Honorary Street Naming (*Topper will be posted above standard City of Columbia street signs.*)
- ☐ Facility Naming (*A marker or plaque will be posted inside and outside of facility.*)
- ☐ Room Naming (*A marker or plaque will be posted outside of room.*)
- ☐ Site Naming

- Checklist: ☒ Application
- ☐ Council Members (District and one At-Large Sponsor)
- ☒ 3 Letter(s) of Support
- 1) One letter expressing Community support
 - 2) One letter expressing Neighborhood/Neighborhood Association or Merchant Association support
 - 3) One letter expressing Councilmembers' support

Rosewood Elementary

Applicant Signature*

caroline.clarkson@richlandone.org
(teacher)

E-mail Address

Print Name

3300 Rosewood Drive

Mailing Address

803-343-2930

5-16-25

Phone Number

Date

Check and initial acknowledging application requirements.

- ☒ EW Signage wording cannot exceed twenty-six characters. Eagle Way
- ☒ EW Any changes to initial request must be made in writing no more than 30 days prior to ceremony.
- ☒ EW Signage wording and resolution must be finalized 30 days prior to ceremony.
- ☒ EW Applicant must provide letter(s) of support as outlined in the above checklist.



HONORARY STREET/FACILITY, ROOM AND SITE NAMING APPLICATION

1. Name of individual or organization to be honored:

Rosewood Elementary School - street to be called Eagle Way

2. Name of street, facility, room or site of proposed designation: *Please list the intersecting streets and block numbers for honorary street namings. No more than two signs are permitted per honorary street naming designation.*

3200 Rosewood Drive and * 200 South Ravenel St
3200 Hope Ave. and * 200 South Ravenel St.

3. Attach sheet describing the significant contribution(s) this individual or organization has made in the community (no more than one page):

4. Location, date and time of unveiling ceremony if approved:

Thursday, January 22, 2026 (The 100th Day of School)

5. District Council Member Sponsor:

Name: Will Brennan

At-Large Council Member Sponsor:

Name: Aditi Bussells

FOR STAFF USE:

Public Works: ☐ Approved ☐ Rejected

Parks and Recreation: ☐ Approved ☐ Rejected

Support Services: ☐ Approved ☐ Rejected

Public Safety: ☐ Approved ☐ Rejected

City Council Approval Date: _____

March 31, 2025

City of Columbia

Rosewood Elementary School in Columbia, South Carolina, has a rich history, serving the community for 100 years and playing a significant role in the fight for school desegregation. The Rosewood Neighborhood's robust history began with a school, built in 1926 to accommodate the surplus of mill family students. *According to The Moore Company*, back then, the last stop on Columbia's trolley was Rose Hill and the area was very rural.

Today, Rosewood Elementary is a small, neighborhood school located near the capital, the University of South Carolina, and the South Carolina State Fairgrounds. Rosewood students are exposed to world-class skills such as creativity and innovation through differentiated curriculum and instruction, language instruction in Spanish, and the infusion of visual arts, music, technology, and character education throughout the curriculum. Critical thinking and problem-solving are promoted at all grade levels through authentic and engaging learning experiences. Extracurricular activities include chorus, strings, German club, Fitness Team, and Run Hard.

Rosewood Elementary School prepares every student to be a successful, contributing citizen in a global society by providing an effective and high-quality education. Rosewood is a certified Arts in Basic Curriculum (ABC) School. The South Carolina Arts Commission funds ABC. We utilize an ABC grant to provide teacher development in integrating the arts into our curriculum to foster creativity and engagement. The ABC grant also funds integrated speakers and field studies that give Rosewood students real-world experiences.

Rosewood students annually display high academic performances. We utilize common formative assessments and analyze them continuously to match instruction to learners' needs, which will foster growth. We believe that early intervention is the key to long-term reading success.

Our school is fortunate to have many parents, local businesses, neighborhood associations, and community members who volunteer and participate in our school community through activities such as International Walk to School Day, Science Night, a Spring Picnic, and Rosewood Readers. Our parents' engagement and community support continue to enhance the school climate, promote student achievement, and contribute to our success.

In honor of our 100 years of service to the Rosewood community, we request the 200 Block of South Ravenel, between 3200 Hope Avenue and 3200 Rosewood have the honorary name of Eagle Way.

Respectfully,



Chris Lyons

Principal, Rosewood Elementary

Dear Rosewood Elementary School Community and Centennial Celebration Committee,

It is with great pride and heartfelt enthusiasm that I write this letter in support of the Centennial Celebration of Rosewood Elementary School, a school that holds a special place in my heart and has shaped the lives of four generations of my family. This milestone is not just a reflection of 100 years of excellence in education—it is a testament to the strength, dedication, and vision of a community that has worked tirelessly to create a nurturing environment where children can thrive.

Some say being traditional is mundane, but my commitment to this community is far from lackluster—it is at the core of who I am as an educator and a lifelong resident of Columbia. I am fortunate to call the Rosewood Community of Columbia my home, where my family has lived on the same two streets for four generations. My childhood home, built by my great-grandfather, stands on land where my great-grandparents operated a commercial greenhouse. Today, my husband and I live in the renovated home that once belonged to my grandparents, keeping family traditions alive while raising our own children in this same cherished community.

As a proud product of Richland County School District One, my journey in education began right here at Rosewood Elementary. I walked the same halls where my grandmother, a member of the first group of students welcomed by the newly constructed Rosewood in 1925, once studied. She spoke of 5th Avenue, the two-lane dirt road that would later become Rosewood Drive, and of the simple joys of learning in a school that was just beginning its long and storied history. My mother followed in her footsteps in the 1950s, sitting in perfectly lined desks with her post-war, baby-boomer classmates. The school expanded to meet the needs of a growing community and welcomed new friends as Rosewood was one of the first schools in Columbia to desegregate.

When I attended Rosewood in the 1980s, I vividly remember the excitement when First Lady Nancy Reagan visited during her “Just Say No” campaign. Later, as a Teacher Cadet at Dreher High School, I realized that teaching was my calling. Listening to my grandmother’s stories about teaching Latin at Dreher inspired me, and the outstanding educators at Rosewood, Hand, and Dreher fueled my desire to become an educator in my community. I have the unique privilege of teaching in the very district that nurtured me as a young learner.

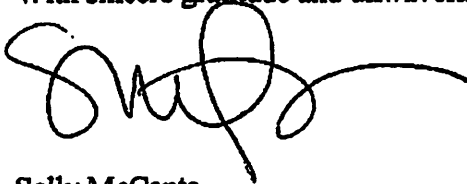
Each morning when I unlock my classroom door, I reflect on my own educational journey and the generations of my family who have been shaped by this community. I am one of the fortunate few who can say that I have witnessed the morning sun rise from the same classroom I once sat in as a student. I can walk down the main hallway of Rosewood and see the faces of my family members in the historic panoramic school photos. Now, as a mother, I am proud that my three daughters also call Rosewood home, continuing our family’s deep-rooted connection to this school and to Richland One.

The story of Rosewood Elementary cannot be told without recognizing the extraordinary contributions of the Rosewood Parent-Teacher Association (PTA), whose dedication has been

instrumental in bridging the gap between home and school. Since its formation in the 1929-30 school year, the Rosewood PTA has worked tirelessly to foster a collaborative relationship between parents and teachers, ensuring that the school thrives and that the children of Rosewood are prepared to become thoughtful, engaged citizens of tomorrow.

As we celebrate 100 years of excellence, I am honored to support this momentous occasion and to recognize the profound legacy of Rosewood Elementary School and the Rosewood PTA. This Centennial Celebration is not only a time to reflect on our shared history but also an opportunity to recommit ourselves to the future of this beloved institution. Therefore I hope you can join me in my support of the honorary street name change for the 200 block of South Ravenel from 3200 Rosewood to 3200 Hope Avenue. I am 100% invested in this community, and I am proud to stand with generations of families, educators, and students who have contributed to making Rosewood the extraordinary school it is today.

With sincere gratitude and unwavering support,

A handwritten signature in black ink, appearing to read 'Sally McCants', with a long horizontal flourish extending to the right.

Sally McCants
604 Wando Street
Columbia, SC 29205
home: 803-256-1069
cell: 803-238-3965
email: sallymccants@att.net



Shandon Neighborhood Council
Columbia, South Carolina

March 11, 2025

**Mr. Robert Anderson
1737 Main Street
Columbia, SC 29201**

Dear Mr. Anderson,

Rosewood Elementary will be celebrating its 100th anniversary next year. As part of the celebration, the school is applying for an honorary street name change for the 200 block of South Ravenel. That block extends from 3200 Rosewood Drive to 3200 Hope Avenue. They would like for it to be named Eagle Way.

The Shandon Neighborhood Council supports this name change.

Respectfully,

**Dennis Wiehl
Shandon Neighborhood Council President**

ORIGINAL
STAMPED IN RED

RESOLUTION NO.: R-2024-059

Amending Resolution No.: R-2017-052 and Adopting a Revised City of Columbia Honorary Street Naming Policy, Facility, Room and Site Naming Policy and Honorary Naming Application

WHEREAS, on September 19, 2017, the Mayor and City Council approved Resolution No.: R-2017-052 adopting a City of Columbia honorary street naming policy and facility and site naming policy; and,

WHEREAS, on May 21, 2024, the Administrative Policy Committee endorsed a revised honorary street naming policy, facility, room and site naming policy and honorary naming application; and, NOW THEREFORE,

BE IT RESOLVED this 16th day of July, 2024, that the Mayor and City Council of the City of Columbia, South Carolina hereby amend Resolution No.: R-2017-052 to adopt as official the City of Columbia Honorary Street Naming Policy, City of Columbia Facility, Room and Site Naming Policy and the City of Columbia Honorary Street/Facility, Room and Site Naming Application attached hereto. These policies replace and supersede all previous City of Columbia Honorary Street Naming Policies, City of Columbia Facility, and Site Naming Policies and Applications of the City or its departments.

Requested by:

Mayor and City Council

Approved by:


City Manager

Approved as to form:


City Attorney

Introduced: 7/16/2024

Final Reading: 7/16/2024

Mayor

ATTEST:


City Clerk

**ORIGINAL
STAMPED IN RED**

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Requested by:

Mayor and City Council

Approved by:

James B. Whitson
City Manager

Approved as to form:

[Signature]
City Attorney

Mayor

ATTEST:

Terka M. Hammond
City Clerk

Introduced: 7/16/2024

Final Reading: 7/16/2024

**Last revised: 7/10/2024
24022239**



MEETING DATE: January 6, 2026

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2026-002 - Authorizing consumption of beer or wine beverages only at the Cottontown Art Crawl at Cottontown Bellevue Historic District and in the neighborhood borders of Elmwood Avenue, Bull Street, Main Street, and Confederate Street on Saturday, March 7, 2026 with a rain date contingency of Sunday, March 8, 2026

REQUISITION NO.: R-2026-002

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** R-2026-002 - Cottontown Art Crawl v5(PDF)

RESOLUTION NO.: R-2026-002

Authorizing consumption of beer or wine beverages only at the Cottontown Art Crawl at Cottontown Bellevue Historic District and in the neighborhood borders of Elmwood Avenue, Bull Street, Main Street, and Confederate Street on Saturday, March 7, 2026 with a rain date contingency of Sunday, March 8, 2026

WHEREAS, the Cottontown/Bellevue Historic District Neighborhood Association (hereinafter "Sponsor" or "Organizer") is sponsoring the Cottontown Art Crawl at Cottontown Bellevue Historic District and in the neighborhood borders of Elmwood Avenue, Bull Street, Main Street, and Confederate Street from 10:00 a.m. until 4:00 p.m. on Saturday, March 7, 2026; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of Cottontown Bellevue Historic District and in the neighborhood borders of Elmwood Avenue, Bull Street, Main Street, and Confederate Street from 6:30 a.m. until 6:00 p.m. for set up, clean up, and staging of the event to be held from 10:00 a.m. until 4:00 p.m.; for patrons to consume beer and wine beverages only during the event hours of 10:00 a.m. until 3:30 p.m.; and for crowd control and overflow; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall not be prohibited at Cottontown Art Crawl at Cottontown Bellevue Historic District and in the neighborhood borders of Elmwood Avenue, Bull Street, Main Street, and Confederate Street regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Saturday, March 7, 2026, from 10:00 a.m. until 4:00 p.m. *See* Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all COVID-19 safety protocols in effect at the time of the event, to include, but not be limited to, wearing of face masks, social distancing, and frequent washing of hands.
7. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).

LEGAL DEPARTMENT DRAFT

8. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.

9. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis.

10. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine beverages shall be prohibited at the event without approval of a written resolution of City Council.

11. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

12. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 10:00 a.m. until 4:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2025, that the sale of beer or wine beverages only is authorized between the hours of 10:00 a.m. and 3:30 p.m. on Saturday, March 7, 2026; 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. Canines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time that the closed portion of the Cottontown Bellevue Historic District and in the neighborhood borders of Elmwood Avenue, Bull Street, Main Street, and Confederate 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, the closed portion of the Cottontown Bellevue Historic District and in the neighborhood borders of Elmwood Avenue, Bull Street, Main Street, and Confederate 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 or 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 7, 2026, 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 or wine beverages only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:


City Attorney, Deputy

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT