



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, FEBRUARY 18, 2025

The Columbia City Council will conduct a Regular Meeting on Tuesday, February 18, 2025 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 Aditi Bussells, At-Large ▪ The Honorable Tina N. Herbert, District I
The Honorable Peter M. Brown, District IV ▪ The Honorable Tyler D. Bailey, At-Large

Prior to entering the meeting please silence all electronic communication devices. All presenters are asked to speak directly into the microphone for recording purposes.

3:00 PM **CALL TO ORDER**

EXECUTIVE SESSION

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)

Project Catalyst

4:00 PM **INVOCATION**

PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA

PUBLIC INPUT

Individuals are allotted up to three minutes to address City Council about items on the agenda. Items requiring a public hearing cannot be addressed at this time.

APPROVAL OF MINUTES

2. Council is asked to approve the January 21, 2025 Work Session Meeting Minutes and February 4, 2025 Regular Meeting Minutes.



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PRESENTATIONS

3. Jayme Hill's Kidz Kindness Day Proclamation - The Honorable Daniel J. Rickenmann, Mayor
4. Corey Mitchell Multiple Sclerosis Foundation Day Proclamation - The Honorable Daniel J. Rickenmann, Mayor
5. University of South Carolina Student Government City Advocacy Committee - Ms. Olivia Smeltzer

CONSENT AGENDA ITEMS 6 THROUGH 17

6. Council is asked to approve a new Professional Services Contract for Development Strategies and Analysis for Affordable and Mixed Income Housing - Phase I, as requested by City Administration on November 24, 2024. Award to DreamKey Partners, Inc., in an amount not to exceed \$263,400.00, which includes contingency. 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 one (1) additional six-month period. This firm is located in Charlotte, NC.

Funding Source: American Rescue Plan Act Funds - American Rescue Plan Act-Affordable Housing - Professional Services (2619999-ARPA202202-636600). The total budget amount is \$263,400.00.

DreamKey Partners, Inc. is the prime and will be providing needs analysis and identification resources, market analysis, and draft and final plan services at 72.89% (\$160,000.00) of the contract amount.

The following subconsultant will also provide services:

D. Wilson Agency, LLC, a Minority Business Enterprise (W), located in Charlotte, NC, will provide community engagement services at 27.11% (\$59,500.00) of the total contract amount.



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7. Council is asked to approve a Contract Renewal for UKG Pro Workforce Management Software, as requested by the Budget and Program Management Office on January 24, 2025. Award to UKG Kronos Systems, LLC, in the amount of \$211,999.69. This vendor is located in Lowell, MA.

Funding Source: Program Management Office – Cloud Based Software Solutions (6218950-632170) \$161,000.00 and Program Management Office – Professional Services (6218950-636600) \$50,999.69. The original budget amount is \$211,999.69.

8. Council is asked to approve funding for Body Cameras, Tasers, Evidence and Storage Services, as requested by the Columbia Police Department on January 27, 2025. Award to Axon Enterprise, Inc. using the Sourcewell Cooperative Contract in the amount of \$999,791.32 for year 3 of the 5 year initial term. The current term of the contract ends on January 31, 2028. This vendor is located in Scottsdale, AZ.

Funding Source: Police Administration Services - Cloud Based Solution (1012402-632170). The original budget amount is \$999,791.32 for year 3.

9. Council is asked to approve the Purchase of One (1) 2025 Pierce Custom Pumper Fire Truck, as requested by the Fleet Services Division for the Columbia Fire Department on January 27, 2025. Award to Spartan Fire & Emergency Apparatus using the HGAC Cooperative Contract in the amount of \$1,047,303.00. This vendor is located in Roebuck, SC.

Funding Source: Capital Replacement - Auto, Truck Heavy Equipment-Capital (6308972-658500). The original budget amount is \$1,047,303.00.

10. Council is asked to approve Contract Amendment #1 for Project PK005608; Finlay Park Revitalization and Construction Services, as requested by the Parks and Recreation Department on January 8, 2025. Award to Mashburn Construction Company, Inc., in an amount not exceed \$1,400,000.00. The current term of the contract ends on September 13, 2025. This contractor is located in Columbia, SC.

Funding Source: General Capital Projects - Finlay Park Rehabilitation - Capital Project Cost (4039999-PK005608-658650). The current budget amount is \$22,450,000.00. The budget amount for this amendment is \$1,400,000.00. The revised budget amount is \$23,850,000.00.



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Mashburn Construction Company, Inc., is the prime and will provide general contractor services at 75.04% (\$1,050,625.01) of the total amendment amount.

The following subcontractors will provide additional services:

Chapin Concrete Contractors, Inc., located in Chapin, SC, will provide concrete services at 7.93% (\$110,997.68) of the total amendment amount.

JRAM, LLC Klockner Group & Chain Reps, located in Columbia, SC, will provide structural and miscellaneous steel services at 10.07% (\$140,937.00) of the total amendment amount.

Echerer Painting Contractor, Inc., located in Columbia, SC, will provide paint services at 3.78% (\$52,888.34) of the total amendment amount.

Lucas Concrete Products, Inc., located in Charlotte, NC, will provide precast concrete at 3.18% (\$44,551.97) of the total amendment amount.

11. Council is asked to approve a new Sole Source Contract for a Sludge Drive Gearbox for the Metro Wastewater Treatment Plant, as requested by Columbia Water on October 23, 2024. Award to Applied Industrial Technologies in the amount of \$68,930.45. This vendor is located in Greenwood, SC.

Funding Source: Utilities Metro Wastewater Plant - Machinery and Equipment-Capital (5516208-658300). The original budget amount is \$68,930.45.

12. Council is asked to approve the Purchase of One (1) Portable Blue Star Generator for the Columbia Canal Water Treatment Plant, as requested by Columbia Water on November 27, 2024. Award to Generator Services using the SC State Contract in the amount of \$137,328.80. This vendor is located in West Columbia, SC.

Funding Source: Utilities Columbia Canal Water Plant - Machinery and Equipment Capital (5516206-658300). The original budget amount is \$137,328.80.



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13. Council is asked to approve Contract Amendment #1 for Project WM4733; Trenholm Road Water Main Improvements, as requested by Columbia Water on January 21, 2025. Award to HDR Engineering, Inc. of the Carolinas, in an amount not to exceed \$218,000.00. The current term of the contract ends on August 11, 2025. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Forest Acres Water Quality Improvement - Capital Project Costs (5529999-WM473301-658650). The current budget amount is \$1,189,000.00. The budget amount for this amendment is \$218,000.00. The revised budget amount is \$1,407,000.00.

This is a Mentor Protégé Program project. HDR Engineering Inc. of the Carolinas is the mentor and will provide construction observation services at 100.00% (\$218,000.00) of the total amendment amount.

14. Council is asked to approve a new Agreement for Project SS756501; Sewer Improvement and Rehabilitation for Lower Kinley Creek, as requested by Columbia Water on February 18, 2025. Award to Dominion Energy South Carolina, Inc. in the amount of \$225,194.10 for the purpose of relocating a 6-inch gas main at Piney Grove Road and Hempstead Road.

Funding Source: Water and Sewer Capital Projects - West Columbia Pump Station Improvements - Capital Project Costs (5529999-SS756401-658650). The original budget amount is \$225,194.10.

15. Council is asked to approve a new Professional Services Contract for Project SS7640; New North Columbia Pumping Station and Phase 1 Force Main, as requested by Columbia Water on December 20, 2024. Award to Black & Veatch Corporation in an amount not to exceed \$1,481,005.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date four (4) years from commencement and the option to renew for two (2) additional one-year periods. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Project - North Columbia Pump Station and Force Main Phase 1 - Capital Project Costs (5529999-SS764001-658650). The original budget amount is \$1,481,005.00.

This is a Mentor Protégé Program project. Black & Veatch Corporation is the Mentor and will be performing project management and administration, preliminary engineering design, and coordination of field investigation services at 53.54% (\$792,905.00) of the total contract amount.



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Highfill Infrastructure Engineering, PC, located in Columbia, SC, is the Protégé and will be performing design phase administration, geotech, Subsurface Utility Engineering (SUE), and wetland delineation services at 22.96% (\$340,100.00) of the total contract amount.

The following subconsultants will provide additional services:

Howard Engineering, Inc., a Minority Business Enterprise (W), located in Columbia, SC, will be performing electrical/instrumentation and control design services at 0.54% (\$8,000.00) of the total contract amount.

Hussey, Gay, Bell & DeYoung, Inc., located in Columbia, SC, will be performing field surveying services at 14.52% (\$215,000.00) of the total contract amount.

Veredantas, LLC, located in Anderson, SC, will be performing physical scale modeling services at 8.44% (\$125,000.00) of the total contract amount.

16. Ordinance No.: 2025-005 - An Ordinance Providing for an Installment Plan of Finance for Undertaking or Completing Certain Downtown City Projects; approving Columbia Facilities Corporation and its activities, including the issuance by the Corporation of not exceeding \$54,000,000 principal amount of its Installment Purchase Revenue Bonds, in one or more series, tax-exempt or taxable; approving the forms of or authorizing the execution and delivery of one or more amendments or supplements to the Base Lease and Conveyance Agreement and the Installment Purchase and Use Agreement each Dated May 19, 2021 and between the City of Columbia, South Carolina and the Corporation and the Trust Agreement dated May 19, 2021, between the Corporation and Regions Bank, as Trustee; authorizing the preparation of a Bond Purchase Agreement, Official Statement and other documents with respect to the marketing and sale of such bonds; delegating authority to the Mayor, the City Manager and the Assistant City Manager for Development and Finance, or any two of them acting together, to approve and determine certain matters; and other matters relating thereto

First reading approval was given on February 4, 2025.

17. Ordinance No.: 2025-006 - Granting an encroachment to the University of South Carolina for the use of the right of way area of the 1200 block of Greene Street for the installation and maintenance of a brick paver field, a brick seat wall, site furnishings, landscaping and irrigation adjacent to 1212 Greene Street, Richland County TMS# 11303-03-01

First reading approval was given on February 4, 2025.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, FEBRUARY 18, 2025

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

18. COMPREHENSIVE PLAN AMENDMENT for Reaching Riverbanks Community Mobility Plan

Ordinance No.: 2025-002 - Adopting the Reaching Riverbanks Community Mobility Plan as an addendum to Columbia Compass: Envision 2036

Council Districts: 2 & 3

Proposal: Request recommendation to adopt the Reaching Riverbanks Community Mobility Plan as an addendum to the City of Columbia's Comprehensive Plan.

Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation: 01/09/2025; Approval (7-0)

Presented to the Economic Development and Infrastructure Committee on October 22, 2024.

19. ZONING MAP AMENDMENT for 2212 Senate Street, TMS# 11410-22-06

Ordinance No.: 2025-001 - Amending the Official Zoning Map to modify the zoning for 2212 Senate Street, Richland County TMS #11410-22-06

Council District: 2

Proposal: Request to rezone the property from Residential Single Family – Small Lot District (RSF-3), Historic Preservation Overlay District (OV-HP, Old Shandon/Lower Waverly Historic District Area A) to Residential Mixed District (RM-1), Historic Preservation Overlay District (OV-HP, Old Shandon/Lower Waverly Historic District Area A).

Applicant: Miles Madden, Handcrafted Property Solutions LLC

Staff Recommendation: Approval

PC Recommendation: 12/12/2024; Approval (7-0)



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20. ZONING MAP AMENDMENT for 427 Harden Street, TMS# 11311-03-07

Ordinance No.: 2025-008 Amending the Official Zoning Map to modify the zoning for 427 Harden Street, Richland County TMS #11311-03-07

Council District: 3

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

Applicant: Councilman Brennan

Staff Recommendation: Council Sponsored

PC Recommendation: 01/09/2025; Approval (7-0)

21. ZONING MAP AMENDMENT E/S Bluff Road, TMS# 13510-01-07, 13510-01-08, 13500-02-02, 13500-02-07

Ordinance No.: 2025-009 Amending the Official Zoning Map to modify the zoning for E/S Bluff Road, Richland County TMS #13510-01-07, 13510-01-08, 13500-02-02, 13500-02-07

Council District: 3

Proposal: Request to rezone the property from Residential Mixed (RM-2) and Community Activity Center/Corridor District (CAC) to Employment Campus (EC).

Applicant: Felicia Maloney, Columbia Empowerment Zone

Staff Recommendation: Approval

PC Recommendation: 01/09/2025; Approval (7-0)



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22. ZONING MAP AMENDMENT for 1205 Colleton Street, TMS# 11705-05-16

Ordinance No.: 2025-010 - Amending the Official Zoning Map to modify the zoning for 1205 Colleton Street, Richland County TMS #11705-05-16

Council District: 1

Proposal: Request to rezone the property from Single Family Residential Large Lot (RSF-1) to Mixed-Use District (MU-1).

Applicant: Reynaldo Barron, Barron Properties Group, LLC

Staff Recommendation: Approval

PC Recommendation: 01/09/2025; Approval (7-0)

ORDINANCES - FIRST READING

23. Ordinance No.: 2025-003 - Amending Ordinance 2023-065 granting an encroachment to Gadsden & Greene, LLC, for use of the right of way areas of the 700 block of Devine Street, the 700 block of Gadsden Street and the 700 block of Greene Street for the installation and maintenance of sidewalks, landscaping, irrigation, on-street parking spaces, a bus pull-out lane, bike racks and benches adjacent to 737 Gadsden Street, TMS# 08915-12-01
24. Ordinance No.: 2025-007 - Approval for Granting an Easement to Dominion Energy South Carolina, Inc. along a Portion of City-Owned Property Located at 930 Laurel Street and 901 Taylor Street known as Finlay Park and Identified as Richland County TMS#09014-01-03 and TMS#09010-08-01 for Electric Lines for the Finlay Park Revitalization Project; CF#250-657
25. Ordinance No.: 2025-011- Approval of Reservation of Easement for the Crane Creek Greenway along a Portion of City-Owned Property Identified as Richland County TMS#07316-02-01A, TMS#07413-02-01, TMS#07414-04-01 & TMS#07415-02-01; CF#250-656



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RESOLUTIONS

26. Resolution No.: R-2025-010 - Resolving to Consider an Ordinance Amending the 1998 Code of Ordinances, Chapter 17 (Unified Development Ordinance), to Prohibit Private Student Dormitories in the Downtown Activity Center and Mixed Commercial districts (DAC and MC) and to Update Regulations and Definitions Related Thereto; and Setting and Advertising to the Public the Date of a Public Hearing on this Ordinance; and, referring Ordinance Amendments to the Planning Commission for its Consideration; and Invoking the Pending Ordinance Doctrine with Respect to this Ordinance

APPOINTMENTS

27. Municipal Court Judges

CITY COUNCIL COMMITTEE REFERRALS, REPORTS AND NEW BUSINESS

28. Council is asked to refer the creation of a Parental Support & Accountability Court to the Richland County-City of Columbia Committee, as requested by The Honorable Tyler D. Bailey.

PUBLIC INPUT

Individuals are allotted up to three minutes to address City Council. Items requiring a public hearing cannot be addressed at this time.

ADJOURNMENT



MEETING DATE: February 18, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: 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)

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Economic Growth

PURPOSE:
Project Catalyst



MEETING DATE: February 18, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the January 21, 2025 Work Session Meeting Minutes and February 4, 2025 Regular Meeting Minutes.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** MN_01212025_WS (DOCX)
- **#b:** MN_02042025 (DOCX)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JANUARY 21, 2025

CALL TO ORDER

The Columbia City Council conducted a Work Session on Tuesday, January 21, 2025 at City Hall (Mayor's Conference Room), 1737 Main Street, Second Floor, Columbia, South Carolina 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 11:03 a.m. and the following City Council members were present: The Honorable Edward H. McDowell, Jr., The Honorable Aditi Bussells, The Honorable Tina N. Herbert, The Honorable Peter M. Brown, and The Honorable Tyler D. Bailey. The Honorable Will Brennan, Mayor Pro Tem arrived at 11:26 a.m. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

CITY COUNCIL DISCUSSION

1. Gateway Signage Recommendations - Mr. Robert Anderson, Director of Public Works – *Received as information.*

Mr. Robert Anderson, Director of Public Works expressed his gratitude to Councilor Brown for his openness in allowing the business to serve as a source of inspiration. He shared the final revisions to the gateway signage, which included the removal of the brick border, darkening of the grey section, and enhancements to daytime and nighttime aesthetics. The signs will be placed at prominent entrances of the City of Columbia. They will be outlined with gravel which helps with overall maintenance and appearance.

Mayor Rickenmann recommended adding "Welcome to" to the tertiary signage.

There was discussion about removal of older signage and locations for signage.

2. Security Measures and Infrastructure Solutions for Public Spaces – Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water

Ms. Teresa Wilson, City Manager thanked Assistant City Manager Clint Shealy, Police Chief Skip Holbrook and others for putting together this presentation, which will serve as an introduction for discussions surrounding public safety with the Richland County Legislative Delegation.



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Mr. William "Skip" Holbrook, Columbia Police Chief addressed the need for comprehensive safety measures in response to various events including domestic terrorism, medical emergencies, and mental health crises. Over 300 events are held annually with even the smallest event requiring the same security protocols, regardless of attendance. Currently, a hybrid approach is being used for safety mitigation. He emphasized opportunities for investments that would yield long-term returns while enhancing public safety.

Mr. Harold Reaves, Special Events Coordinator reported that the city has hosted over 62 festivals, 28 parades, and 53 races, not including events for local neighborhoods, the University of South Carolina, and the State House. The current security strategies for events include the use of wooden barricades for neighborhood events; barricades and cars for races; and a hybrid approach with barricades, cars, and public safety teams for festivals. In response to a high-risk event in New Orleans, additional heavy vehicles and police presence were deployed for crowd control.

Mayor Rickenmann recommended the use of concrete planters as decorative security barriers.

Mr. Harry Tinsley, Emergency Management Director explained how staff is utilizing a planning tool to mitigate vehicle incidents. There is also a self-assessment tool provided by Homeland Security that provides risk assessment categories: environmental characteristics, vehicle size, and pedestrian factors. Plans for street closures and the importance of securing areas with appropriate barriers were emphasized. Different types of barriers, including crash-rated bollards, modular vehicle barriers, and plant-based barriers were reviewed for their effectiveness in protecting pedestrians and controlling crowds.

There was discussion about exploring electronic barriers.

Ms. Teresa Wilson, City Manager said that this presentation served as good educational content for the listening public and we have more specific recommendations that we will discuss during Executive Session.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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3. Boards and Commissions / MatchBoard Review - Ms. Pamela Benjamin, CPM, Assistant City Manager for Administrative Services and Ms. Ashley Jenkins, MPA, Special Projects Coordinator – *Received as information.*

Ms. Pamela Benjamin, CPM, Assistant City Manager for Administrative Services said the purpose of the presentation is to serve as a refresher of the recent changes of processes for Boards and Commissions. She encouraged City Council members to provide further feedback.

Ms. Ashley Jenkins, Special Projects Coordinator provided an overview of the current status of the city's Boards, Commissions, and Committees that provide opportunities for citizens to serve the city and amplify their voice within the community. There are 36 boards, commissions, and committees and they are separated into seven categories: 1) Advisory 2) Arts and Cultural 3) Community Impact 4) Code Enforcement 5) Funding 6) Intergovernmental and 7) Land Use. She shared both the recommendation and application process.

Ms. Emily Bowerman, Matchboard Director at SC Women in Leadership explained that Matchboard is a boards and commissions management platform that is integrated into the city's website. The platform allows applicants to filter through categories to narrow their selection of boards. It also provides an overview of each board or commission, highlighting areas of interest and expertise so applicants can assess their qualifications before applying.

There was discussion about the application review process; district selection for applicants; administrative access to Matchboard; updated list of board members and terms; and website changes.

Dr. Bussells suggested creating a standalone webpage for citizen involvement and adding more links and information.

There was discussion about advertising vacancies; exceptions for applicants; memo changes; changes to the application; and online status updates.

There was consensus of the City Council to establish a dedicated link on the city website for Boards and Commissions. Staff will update the Matchboard platform and adjust how City Council receives updated applicant lists.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 21, 2025**

EXECUTIVE SESSION

Upon a motion made by Mr. Brennan and seconded by Mr. Bailey, Council voted unanimously to enter into Executive Session at 12:30 p.m. for the discussion of **Items 4 and 5.**

4. Discussion regarding the development of security personnel or devices pursuant to S.C. Code §30-4-70-(a)(3)
 - *Security Measures and Infrastructure Solutions for Public Spaces*
5. Discussion of matters relating to the proposed location, expansion, or provision of services encouraging location or expansion of industries or other businesses in the area served by the public body pursuant to S.C. Code §30-4-70(a)(5)
 - *Project Catalyst*

ADJOURNMENT

The meeting was adjourned at 1:57 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 4, 2025

CALL TO ORDER

The Columbia City Council conducted a regular meeting on Tuesday, February 4, 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 4:14 p.m. and the following City Council members were present: The Honorable Edward H. McDowell, Jr., The Honorable Will Brennan, Mayor Pro-Tem, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, The Honorable Peter M. Brown, and The Honorable Tyler D. Bailey. 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. expressed condolences to the family of the late Mr. John Furgess, an active member of the community. He then extended well wishes to Mr. Brent Wiley, who has recently been placed in hospice care. Following these remarks, he offered the invocation.

PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA

Upon a motion made by Mr. Brennan and seconded by Mr. McDowell, Council voted unanimously to adopt the agenda subject to adding the Convention Center to **Item 10** (Discussion of negotiations incident to proposed contractual arrangements pursuant to S.C. Code §30-4-70(a)(2)).

PUBLIC INPUT

Councilor Brennan introduced Mr. Maurice Pearl as the Executive Director of The COMET. He acknowledged Mr. Pearl's outstanding efforts in visiting local governments served by The COMET. Councilor Brennan also highlighted Mr. Pearl's leadership in advocating for the Penny Tax and expanding transit services throughout the county.

Mr. Maurice Pearl, Executive Director of The COMET said my primary focus was to ensure the passage of the Penny Tax for The COMET, as it is crucial for the greater good of the Midlands region. With 22 years of experience in public transit, I was eager to seize the opportunity when a position became available in the Midlands. I wanted to be part of this community, and I'm thankful for the opportunity to be here in Columbia.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 4, 2025

APPROVAL OF MINUTES

1. Council is asked to approve the January 21, 2025 Regular Meeting Minutes. – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Brown, Council voted unanimously to approve the January 21, 2025 Regular Meeting Minutes.

PRESENTATIONS

2. Celebrando Black Business Day Proclamation - The Honorable Mayor Daniel J. Rickenmann – *Received as information.*

Mayor Rickenmann and the members of City Council proclaimed February 12, 2025 as Celebrando Black Business Day in the City of Columbia.

CONSENT AGENDA ITEMS 3 THROUGH 5

Upon a single motion made by Mr. McDowell and Mr. Brown Council voted unanimously to approve **Consent Agenda Items 3** through **5**.

3. Council is asked to approve additional funding for the installation of twelve (12) T2 Cosmo Pay Stations on Main Street, as requested by the Parking Services Department on January 24, 2025. Award to Creative Parking Concepts in the amount of \$70,310.40. This vendor is located in Nashville, TN. – *Approved*

Funding Source: Parking Improvement Project Control - Main Street Pay Stations - Capital Project Costs (5329999-PG310025-658650). The current budget amount is 154,936.92. The budget amount for this increase is \$70,310.40. The total revised budget amount is \$225,247.32.

4. Council is asked to approve the Purchase of Safety Apparatuses, as requested by the Public Works Department on January 24, 2025. Award to Meridian Rapid Defense Group Sales, LLC using the GSA Cooperative Contract in the amount of \$746,628.77. – *Approved*

Funding Source: General Capital Projects - Machinery and Equipment-Capital (4039999-658300). The original budget amount is \$746,628.77.



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5. Council is asked to approve a new Contract for Project SR914301; Ring Road Resurfacing Project, as requested by Public Works Streets Division on April 19, 2024. Award to In-Line Paving Industries, LLC, in an amount not to exceed \$545,066.11, which includes contingency. 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 Lexington, SC. – *Approved*

Funding Source: Street Resurfacing Capital Project-Resurface Ring Road/Little/Gregg-Capital Project Costs (4079999-SR914301-658650). The original budget amount is \$545,066.11.

In-Line Paving Industries, LLC is the prime contractor and will provide paving services at 82.56% (\$414,114.55) of the total contract amount.

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

T&H Construction & Markings, located in Lexington, SC, will provide pavement markings at 9.47% (\$47,491.00) of the total contract amount.

Simply Traffic, LLC, located in Chapin, SC, will provide traffic control at 7.97% (\$40,000.00) of the total contract amount.

ORDINANCES - FIRST READING

6. Ordinance No.: 2025-005 - An Ordinance Providing for an Installment Plan of Finance for Undertaking or Completing Certain Downtown City Projects; approving Columbia Facilities Corporation and its activities, including the issuance by the Corporation of not exceeding \$54,000,000 principal amount of its Installment Purchase Revenue Bonds, in one or more series, tax-exempt or taxable; approving the forms of or authorizing the execution and delivery of one or more amendments or supplements to the Base Lease and Conveyance Agreement and the Installment Purchase and Use Agreement each Dated May 19, 2021 and between the City of Columbia, South Carolina and the Corporation and the Trust Agreement dated May 19, 2021, between the Corporation and Regions Bank, as Trustee; authorizing the preparation of a Bond Purchase Agreement, Official Statement and other documents with respect to the marketing and sale of such bonds; delegating authority to the Mayor, the City Manager and the Assistant City Manager for Development and Finance, or any two of them acting together, to approve and determine certain matters; and other matters relating thereto – *Approved on first reading.*



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 4, 2025

Upon a motion made by Mr. McDowell and seconded by Mr. Brennan, Council voted unanimously to give first reading approval to Ordinance No.: 2025-005 - An Ordinance Providing for an Installment Plan of Finance for Undertaking or Completing Certain Downtown City Projects; approving Columbia Facilities Corporation and its activities, including the issuance by the Corporation of not exceeding \$54,000,000 principal amount of its Installment Purchase Revenue Bonds, in one or more series, tax-exempt or taxable; approving the forms of or authorizing the execution and delivery of one or more amendments or supplements to the Base Lease and Conveyance Agreement and the Installment Purchase and Use Agreement each Dated May 19, 2021 and between the City of Columbia, South Carolina and the Corporation and the Trust Agreement dated May 19, 2021, between the Corporation and Regions Bank, as Trustee; authorizing the preparation of a Bond Purchase Agreement, Official Statement and other documents with respect to the marketing and sale of such bonds; delegating authority to the Mayor, the City Manager and the Assistant City Manager for Development and Finance, or any two of them acting together, to approve and determine certain matters; and other matters relating thereto.

7. Ordinance No.: 2025-006 - Granting an encroachment to the University of South Carolina for the use of the right of way area of the 1200 block of Greene Street for the installation and maintenance of a brick paver field, a brick seat wall, site furnishings, landscaping and irrigation adjacent to 1212 Greene Street, Richland County TMS# 11303-03-01 – *Approved on first reading.*

Upon a motion made by Dr. Bussells and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to Ordinance No.: 2025-006 - Granting an encroachment to the University of South Carolina for the use of the right of way area of the 1200 block of Greene Street for the installation and maintenance of a brick paver field, a brick seat wall, site furnishings, landscaping and irrigation adjacent to 1212 Greene Street, Richland County TMS# 11303-03-01.

EVENT RESOLUTIONS

8. Resolution No.: R-2025-004 - Authorizing consumption of beer, wine and liquor at the "St. Pat's in Five Points Festival" and authorizing the City Manager and the Parks and Recreation Director to sign Park Rules for the St. Pat's in Five Points Festival on Saturday, March 15, 2025 – *Approved*



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 4, 2025

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to approve Resolution No.: R-2025-004 - Authorizing consumption of beer, wine and liquor at the "St. Pat's in Five Points Festival" and authorizing the City Manager and the Parks and Recreation Director to sign Park Rules for the St. Pat's in Five Points Festival on Saturday, March 15, 2025.

CITY COUNCIL COMMITTEE REFERRALS, REPORTS AND NEW BUSINESS

Upon a motion made by Mr. Brennan and seconded by Mr. Bailey, Council voted unanimously to refer a review of general expectations for tax abatement purposes for special exception student housing as well as limited service hotels to the Economic Development and Infrastructure Committee.

PUBLIC INPUT

Ms. Lisa Smarr, Vice President of Columbia Classical Ballet spoke in favor of City Council continuing to fund the ballet. She highlighted the ballet's efforts to provide complimentary tickets to various community groups.

Ms. Lee Lumpkin, Chair/CFO of Columbia Classical Ballet expressed concerns regarding the hospitality tax funding cuts the organization experienced.

Ms. Patsy Gardner, Second Chance Resource Center thanked City Council, City Manager Teresa Wilson, Assistant City Manager Henry Simons, Director Trevon Fordham, and Councilors Bussells and Herbert for their support. With funding from SCORF, the center will provide wraparound services such as housing, substance abuse support, and family services. She introduced key staff members and announced their first community outreach event on March 1, 2025.

Mr. Wade Fulmer expressed concerns about numerous nuisance complaints related to excessive dog barking.

EXECUTIVE SESSION

Upon a motion made by Mr. Brennan and seconded by Mr. McDowell, Council voted unanimously to enter into Executive Session at 4:46 p.m. for the discussion of **Items 9** through **11** as amended to add the Convention Center to **Item 10**.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 4, 2025

9. Discussion of the employment of an employee pursuant to §30-4-70(a)(1)
 - *Municipal Court Judges*
10. Discussion of negotiations incident to proposed contractual arrangements pursuant to S.C. Code §30-4-70(a)(2)
 - *Capital City Stadium*
11. Discussion of matters relating to the proposed location, expansion, or provision of services encouraging location or expansion of industries or other businesses in the area served by the public body pursuant to S.C. Code §30-4-70(a)(5)
 - *Project Catalyst*

ADJOURNMENT

The meeting was adjourned at 6:08 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



MEETING DATE: February 18, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Jayme Hill's Kidz Kindness Day Proclamation - The Honorable Daniel J. Rickenmann, Mayor

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** Jayme Hills Kidz Kindness Day (DOCX)



City of Columbia
A Proclamation

Whereas, Jayme Hill, a book author, kindness advocate, and founder of the Kidz Kindness Club and a first-grade student who believes that kindness, respect and good manners can change the world and foster a more compassionate society.

Whereas, Jayme Hill was born on May 4, 2018, Jayme is the daughter of Staff Sergeant Jarrod Hill and Crystal Hill. Jayme is the granddaughter of Retired Major William Patterson and globally recognized author, speaker, and TV host Angela Carr Patterson. Her paternal grandparents, James and Stephanie Hill, were esteemed athletes and proud veterans of the US Army, with Stephanie playing basketball in the UK.

Whereas, The Hill family boasts over 200 combined years of military service across generations in the United States Army and Air Force, including aunts, uncles, and great-grandfathers. On her maternal side, Jayme descends from a lineage of business owners who have operated in Columbia, South Carolina for over 58 years.

Whereas, Jayme excels in basketball, T-ball and soccer among her many talents. In her free time she loves reading, spending time with family, singing, playing board games with her parents on family night and taking walks with her two beloved dogs, Deuce and Beaux.

Whereas, her book Good Manners, Good People was written with the goal of helping teach other children by example and through her book founded a club on how to be kind and respectful to others so they can lead by example at home, in school and in their communities.

NOW, THEREFORE I, Daniel J. Rickenmann, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim February 18, 2025, as

“Jayme Hill’s Kidz Kindness Day”

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

Daniel J. Rickenmann
Mayor

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

William Brennan
District III, Council Member

Aditi Bussells
At-Large, Council Member

Tina N. Herbert
District I, Council Member

Peter M. Brown
District IV, Council Member

Tyler D. Bailey
At-Large, Council Member



MEETING DATE: February 18, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: **Corey Mitchell Multiple Sclerosis Foundation Day Proclamation - The Honorable Daniel J. Rickenmann, Mayor**

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** The Corey Mitchell MS Foundation Proclamation (DOCX)



City of Columbia
A Proclamation

WHEREAS, The Corey Mitchell MS Foundation (CMMSFOUNDATION) was founded in early 2020 as a grassroots organization dedicated to enhancing and uplifting Multiple Sclerosis awareness in Columbia, South Carolina, through community engagement, advocacy, and the stewardship of unselfishness; and

WHEREAS, The Corey Mitchell MS Foundation (CMMSFOUNDATION) has played a vital role in promoting sustainable practices, multiple sclerosis education, and community involvement through initiatives such as community back-to-school bashes, multiple sclerosis walks, health fairs, and the Multiple Sclerosis Scholarship Gala, enhancing awareness and the quality of life for all residents; and

WHEREAS, The Corey Mitchell MS Foundation (CMMSFOUNDATION) has successfully launched and maintained the program The Annual CMMSFOUNDATION Extravaganza, which has provided critical funding and resources to numerous local projects that contribute to furthering education on multiple sclerosis and support local students; and

WHEREAS, The Corey Mitchell MS Foundation (CMMSFOUNDATION) efforts to promote awareness and resilience through speaking engagements about multiple sclerosis, community health, and advocacy are instrumental in helping Columbia adapt to the challenges posed by multiple sclerosis, while also assisting those in the city who are affected by the illness; and

WHEREAS, The Corey Mitchell MS Foundation (CMMSFOUNDATION), through its years of work, has transformed numerous lives within Columbia, creating spaces where individuals feel empowered to speak about their experiences, foster community spirit, and serve as vital advocates for awareness; and

WHEREAS, The organization continues to advocate for policies that support sustainability and public engagement, exemplifying the spirit of community stewardship and a shared commitment to spreading awareness and uplifting individuals, letting them know they are not in this fight alone—now and for future generations;

NOW, THEREFORE, I, Daniel J. Rickenmann, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim March 1, 2025, as Corey Mitchell MS Foundation Day in recognition of the organization's significant contributions to our community and its ongoing commitment to enhancing awareness, education, and support for those affected by Multiple Sclerosis.

Daniel J. Rickenmann
Mayor

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

William Brennan
District III, Council Member

Aditi Bussells
At-Large, Council Member

Tina N. Herbert
District I, Council Member

Peter M. Brown
District IV, Council Member

Tyler D. Bailey
At-Large, Council Member



MEETING DATE: February 18, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: University of South Carolina Student Government
City Advocacy Committee - Ms. Olivia Smeltzer

**FUNDING SOURCE &
ORIGINAL BUDGET:**



MEETING DATE: February 18, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Professional Services Contract for Development Strategies and Analysis for Affordable and Mixed Income Housing - Phase I, as requested by City Administration on November 24, 2024. Award to DreamKey Partners, Inc., in an amount not to exceed \$263,400.00, which includes contingency. 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 one (1) additional six-month period. This firm is located in Charlotte, NC.

REQUISITION NO.: R232572

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: American Rescue Plan Act Funds - American Rescue Plan Act-Affordable Housing - Professional Services (2619999-ARPA202202-636600). The total budget amount is \$263,400.00.

CLEAN WATER 2020?: No

PURPOSE:

DreamKey Partners, Inc. is the prime and will be providing needs analysis and identification resources, market analysis, and draft and final plan services at 72.89% (\$160,000.00) of the contract amount.

The following subconsultant will also provide services:

D. Wilson Agency, LLC, a Minority Business Enterprise (W), located in Charlotte, NC, will provide community engagement services at 27.11% (\$59,500.00) of the total contract amount.

There were two (2) responses to RFP007-24-25-KDD Development Strategies & Analysis for Affordable & Mixed Income Housing Phase 1.

Base Amount	\$219,500.00
Contingency	\$43,900.00
Total Amount	\$263,400.00

ATTACHMENTS:

- **#a:** Memo.RFP007-24-25-KDD (PDF)
- **#b:** Final.Contract.DreamKeyPartners.RFP007-24-25-KDD (PDF)



TO: Honorable Daniel J. Rickenmann, Mayor & Members of City Council

FROM: Ms. Teresa Wilson, City Manager
Jeff Palen, Assistant City Manager

RE: Development Strategies and Analysis for Affordable & Mixed Income Housing Opportunities – Phase I

DATE: February 18, 2025

As a result of City Council's strategic priority to address and encourage diverse housing options, a Request For Qualifications (RFQu) was issued to qualify and shortlist firms with experience in developing, transitioning, and transforming properties and neighborhoods.

The second step in the process was to issue a Request For Proposals (RFP) to the shortlisted firms for Development Strategies and Analysis for Affordable & Mixed Income Housing Opportunities – Phase I.

The recommended Consultant is being presented to City Council for award consideration.

The objectives of the Strategies/Plans are to:

Study the City's existing affordable and mixed income housing programs and resources and identify programs/policies that could be advanced in the near-term to meet the City's housing goals.

Evaluate progress with new housing development to meet the current housing needs.

Help facilitate new development and additional non-profit, governmental and/or private investment which will create a changed environment and economic profile within which to consider affordable and mixed income housing opportunities and projects.

Preserve and expand housing opportunities for households with very low to moderate incomes, including the potential for persons with special housing needs (i.e. seniors and veterans). Encourage proposals for diverse, mixed income, multi-family, and/or single family developments.

To achieve the desired outcome for Phase I, the Consultant will incorporate the following approach:

- A. Internal Project Kick-Off Meeting
- B. Identify needs and available affordable housing and mixed income housing resources
- C. Community engagement
- D. Market analysis
- E. Draft of affordable and mixed income housing strategies/plans
- F. Prepare and present final affordable and mixed income housing strategies/plans

In addition to the Consultant's approach, they will collaborate with the current Consultant completing the Consolidated 5-Year Plan for Community Development.



CONTRACT FOR PROFESSIONAL SERVICES

This Contract awarded under procurement method RFP007-24-25-KDD Development Strategies & Analysis for Affordable & Mixed Income Housing Opportunities – Phase I.

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 DreamKey Partners, Inc., (hereinafter referred to as the “Enter Consultant”), to provide analysis, community engagement, and technical consulting support for affordable and mixed income housing opportunity projects for the City of Columbia, SC).

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Consultant shall provide the scope of services more fully described in Exhibit A, attached hereto. The 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 Consultant or recommended by the Engineer 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 this *Award* or a *Notice to Proceed* and a valid *Purchase Order* from the City of Columbia for an initial term of six (6) months, with the option to extend work for one (1) additional six-month period(s) 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 any and 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 Engineer under this Contract shall not exceed Two Hundred Sixty-Three Thousand, Four Hundred Dollars and 00/100 (\$263,400.00).

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

DreamKey Partners, Inc.

Development Strategies & Analysis for Affordable & Mixed Income Housing Opportunities – Phase I

Compensation Form attached to this Contract, which establishes the contract value shall not exceed Two Hundred Nineteen Thousand. Five Hundred Dollars and No/100 (\$219,500.00) **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 Forty Three Thousand, Nine Hundred Dollars and No/100 (\$43,900.00). 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 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)
 - a. 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.
 - b. 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 Assistant City Engineer for Construction or his/her designee, satisfactorily completed its portion of the Work.
 - c. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City's Assistant City Engineer for Construction or his/her designee.
 - d. 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.
 - e. 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 Engineer's 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.

DreamKey Partners, Inc.

Development Strategies & Analysis for Affordable & Mixed Income Housing Opportunities – Phase I

- f. 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	N/A	%
MBE	27.11	%
WBE	N/A	%
LSA	N/A	%

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

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.

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 Subconsultant 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, by certified mail, return receipt requested, has been given to the City.

Workers Compensation Insurance: The Consultant shall procure and shall maintain during the life of this 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 Engineer's 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 occurrence, 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*.
- C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the 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.

DreamKey Partners, Inc.

Development Strategies & Analysis for Affordable & Mixed Income Housing Opportunities – Phase I

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 any and all actions or suits or to join in defense.

9. PERMITS & LICENSES

- A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this 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 in order 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 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/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 Engineer's successor. All records shall be free from any proprietary claims or interest. The Consultant agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

11. **INTEREST OF 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 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 Consultant has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Contract.

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

Development Strategies & Analysis for Affordable & Mixed Income Housing Opportunities – Phase I

- 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 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 Consultant 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 Engineer 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 Engineer or any Subconsultant retained by the Engineer and related to the services required by this Contract 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 Contract.
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 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

DreamKey Partners, Inc.

Name: Fred Dodson, Jr.
 Title: Position COO & Executive Vice President
 Address: 4601 Charlotte Park Drive, Ste. 350
 Charlotte, NC 28217
 Phone: (704) 342-0933
 Email: fdodson@dkp.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 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 Contract (“Preserved Documents”). Upon the Engineer’s performance of all services required under this Contract, the Engineer 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 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 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 Engineer’s 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 Engineer 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 Engineer’s failure to perform pursuant to the Contract.
- E. The Consultant shall perform the services pursuant to this Contract using sound engineering 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.

Development Strategies & Analysis for Affordable & Mixed Income Housing Opportunities – Phase I

- 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 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 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 r.

- 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 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,

Development Strategies & Analysis for Affordable & Mixed Income Housing Opportunities – Phase I

3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

"Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

- K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Consultant shall take affirmative 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 Engineer 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.

18. **TERMS AND CONDITIONS** - Federal Funding Conditions:

All applicable Federal Terms and Conditions apply during the performance of this contract. See Exhibit E – *Federal Guidelines for Contracting and Fair Labor Standards*.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

DreamKey Partners, Inc.

Development Strategies & Analysis for Affordable & Mixed Income Housing Opportunities – Phase I

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

DREAMKEY PARTNERS, INC.

2/7/2025

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 Subconsultant/Subcontractor

Exhibit E – Federal Guidelines for Contracting and Federal Labor Standards

EXHIBIT A – SCOPE OF SERVICES

1. Licenses and Certifications.

Consultant shall be registered with the South Carolina Secretary of State's Office.

The City of Columbia requires every person or business engaged in or intending to engage in any calling, business, occupation or profession, in whole or in part, within the limits of the city to pay an annual license fee and obtain a business license as provided in the ordinance. A valid City of Columbia Business License must be in place prior to issuance of a Notice to Proceed and valid City of Columbia Purchase Order. Business License inquiries, requirements, and application can be accessed at: <https://businesslicensing.columbiasc.gov/>

2. Project Specific Licenses and Certifications

There are no project specific licenses or certifications required for this solicitation.

3. Special Standards of Responsibility

There are no Special Standards of Responsibility for this solicitation.

4. Project Specific Scope of Work

The City is seeking to develop comprehensive, citywide Affordable and Mixed Income Housing Strategies ("Plans") for the City. The City's goal is to identify and implement proactive programs and policies to advance the preservation and expansion of housing opportunities. The City seeks to assist households with very low to moderate incomes and persons with special housing needs, but also encourage diverse, mixed income multi- family and/or single family developments. The Plans will among other things:

- Inventory the City's existing affordable and mixed income housing programs, including but not limited to, outstanding housing loans to residents and residential rental restriction agreements on low-income housing developments.
- Explore ways to leverage private development to address affordable and mixed income housing needs.
- Explore and implement policy options to reduce the risk of displacement of residents, including exploring applicable tenant protection policies and tools.
- Explore partnerships with local affordable housing developers and property owners/managers to preserve existing deed-restricted affordable housing units.
- Explore development of "Missing Middle" Housing Type.
- Explore ways to increase local funding to continue support of low income and special needs housing development.
- Analyze and evaluate any new State housing legislation recently enacted into State law, and its potential regulatory impact on local cities.

- Explore feasibility of a new First-Time Homebuyer Loan Program, and leverage existing loan programs through the City's Community Development Department
- Review and make recommendations on prior redevelopment housing loans and affordability covenants.
- Document existing affordable and mixed income housing resources.
- Analyze affordable and mixed income housing potential and identify existing affordable and mixed income housing policies and resources.
- Create an inventory of best practices and create an implementation plan to increase the supply and range of affordable and mixed income housing options.

The selected Consultant(s) will be responsible for providing the technical expertise to facilitate the planning process and to identify and potentially develop implementation tools identified throughout the process as appropriate and timely for the City. It is anticipated the process will engage the City of Columbia community (residents, stakeholders, staff, elected/appointed officials and experts) to develop Strategies/ Plans reflecting the community's opportunities and needs, while simultaneously putting in place tools identified as ready or identifying required next or supplemental steps.

The Plans will result in an implementation strategy consistent with State, regional and local affordable and mixed income housing priorities and within the context of the City of Columbia, while building upon the City's planning efforts. The Plans will also serve as living, breathing strategic documents for City staff, elected officials and decision makers.

Project Objectives

The objectives of the Strategies/Plans are to:

Study the City's existing affordable and mixed income housing programs and resources and identify programs/policies that could be advanced in the near-term to meet the City's housing goals.

Evaluate progress with new housing development to meet the current housing needs.

The Strategies/Plans will help facilitate new development and additional non-profit, governmental and/or private investment which will create a changed environment and economic profile within which to consider affordable and mixed income housing opportunities and projects.

Preserve and expand housing opportunities for households with very low to moderate incomes, including the potential for persons with special housing needs (i.e. seniors and veterans). Encourage proposals for diverse, mixed income, multi-family, and/or single family developments.

Project Scope, Tasks and Deliverables

The general Scope of Services will be to work with City staff and key stakeholders to develop comprehensive Citywide Affordable and Mixed Income Housing Strategies/ Plans to be adopted by the City Council.

The City is seeking effective, efficient and creative approaches to providing the deliverables below and meeting the City's goals for this project. Respondents to this RFP shall provide a proposed detailed work plan and schedule, and then a final work plan and schedule will be negotiated with the selected consultant team(s).

A. Internal Project Kick-Off Meeting

Each Consultant shall convene a kick-off meeting with City staff to confirm key responsibilities, scope of work, schedule and project goals. The team(s) shall discuss a Community Engagement Strategy to ensure broad-based community input and support. The City shall provide the Consultant team(s) with relevant and available plans, studies and data sets pertinent to the project.

B. Identify Needs and Available Affordable and Mixed Income Housing & Resources

Consultant shall:

- a. inventory the City's existing affordable and mixed income housing programs, including but not limited to outstanding housing loans to residents and residential rental restriction agreements on low-income housing;
- b. analyze and summarize the need for affordable and mixed income housing and the role the City can play in helping to provide and increase opportunities for affordable and mixed income housing;
- c. summarize the status of existing policy, programs, capacity and context; identify existing or planned available affordable and mixed income housing citywide; and provide an inventory of appropriate Best Practices/options for achieving the City's Housing goals. of preserving and expanding housing opportunities.
- d. provide strategies /plans for housing options for households with very low to moderate incomes and for persons with special housing needs; and/or proposals for diverse, mixed income, multifamily, and/or single family developments.

C. Community Engagement

- a. *Community Engagement Strategy*: Consultant shall propose recommendations in the form of a memo to the City for the community engagement component of the Affordable and Mixed Income Housing Strategy.
- b. *Community Workshop(s)*: Consultant shall facilitate Community or Elected/Appointed Official Workshops, in coordination with City staff and other engagement strategies as provided in the Community Engagement Strategy (3a) to garner community input throughout the planning process as applicable.

D. Market Analysis

Consultant shall provide a summary of the market factors that influence or contribute to development and implementation of affordable and mixed income housing strategies, i.e. the challenges, opportunities and constraints provided by the market in the provision of affordable and mixed income housing within the City.

E. Draft Affordable and Mixed Income Housing Strategies/ Plans

Consultant shall develop an implementation plan in coordination with City staff for the Affordable and Mixed Income Housing Strategies/Plans to include potential implementation steps and actions, timing and resources needed, to increase the supply and preserve affordable and mixed income housing and ensure the goals of the City are advanced and the vision of the City is achieved. The Plans shall include an analysis of the financial and personnel resources required to implement the recommended strategies and actions and include resources available to the City.

F. Final Affordable and Mixed Income Housing Strategies/ Plans

Consultant shall develop Citywide Affordable and Mixed Income Housing Strategies/ Plans based upon the outcomes of the above. The strategies shall include, at a minimum, an analysis of Housing goals and policies and how the strategies fulfill these goals, an analysis of development affecting the City,

projections of future affordable and mixed income housing needs and recommended action steps needed to preserve and increase the supply of affordable and mixed income housing.

G. Final Affordable and Mixed Income Housing Strategies/Plans Presentation to City Council

Following City comments and revisions, Consultant shall prepare a Final Draft Affordable and Mixed Income Housing Strategies/Plans for presentation to City Council or other public body to be determined by the City.

EXHIBIT B – SCHEDULE FOR COMPLETION OF SERVICES

The following summary of the scope of work and timeline assumes a 6-month Phase I period. The schedule may be adjusted as the work progresses and additional needs or considerations are identified.

Scope of Work	Response and Options	Timeline
Inventory the City's existing affordable and mixed income housing programs, including but not limited to outstanding housing loans to residents and residential rental restriction agreements on low-income housing developments.	DreamKey Partners has extensive experience documenting housing programs, including rental restrictions, affordable housing loans, and LIHTC properties. A detailed inventory would include: - Existing affordable housing stock. - Active rental restriction agreements. - Outstanding housing loans and their terms.	Month 1- 2
Explore ways to leverage private development to address affordable and mixed income housing needs.	To engage private developers: - Offer incentives like tax credits, density bonuses, or expedited permitting processes. - Use successful examples, such as Brightwalk in Charlotte, where private funding was integrated with public subsidies to create a mixed income community. - Align private sector goals with housing targets through public-private partnerships.	Month 1- 2
Explore and implement policy options to reduce the risk of displacement of residents, including exploring applicable tenant protection policies and tools.	Suggested policies to minimize displacement include: - Enacting tenant protection measures, such as anti-eviction ordinances. - Creating a displacement risk map to identify and protect vulnerable communities proactively. - Establishing emergency rental assistance programs and legal aid for tenants.	Months 1 - 3
Explore partnerships with local affordable housing developers and property owners/managers to preserve existing deed-restricted affordable housing units.	Strategies for preservation: - Work with local developers to maintain affordability through deed restrictions. - Provide financial support or subsidies for renovations in exchange for extended affordability terms. - Engage nonprofit organizations like DreamKey to take ownership of properties nearing the end of affordability periods.	Months 1 - 3

Explore the development of the “Missing Middle” Housing Type.	Propose zoning changes to enable the development of: - Duplexes, triplexes, and fourplexes. - Townhomes and small-scale multifamily units. - Incentivize infill development by streamlining approval processes and offering tax incentives.	Months 1 - 3
Explore ways to increase local funding to support low-income and special needs housing development.	Innovative funding solutions include: - - Establishing a housing trust fund with local government and philanthropic support. - Introducing bond measures to secure funding for affordable housing. - Leveraging community development financial institutions (CDFIs) and private sector loans	Months 1 - 3
Analyze and evaluate any new State housing legislation recently enacted into State law, and its potential regulatory impact on local cities.	Assess the implications of recent state laws.	Months 1 - 3
Explore the feasibility of a new First-Time Homebuyer Loan Program and leverage existing loan programs through the City’s Community Development Department	Leverage DreamKey’s experience with programs like HouseCharlotte: - Design a loan product targeting moderate-income families. - Provide down payment assistance tied to homebuyer education programs. - Use public-private partnerships to fund the initiative.	Months 1 - 3
Review and make recommendations on prior redevelopment of housing loans and affordability covenants.	Conduct a review of past redevelopment loans to: - Identify gaps in loan performance. - Recommend revisions for future covenant structures to ensure affordability longevity.	Months 1 - 4
Document existing affordable and mixed income housing resources.	Create a comprehensive database of: - Current affordable housing units. - Available rental assistance programs. - Government and nonprofit resources supporting housing stability.	Months 1 - 4
Analyze affordable and mixed income housing potential and identify existing affordable and	Conduct spatial and market analysis to: - Identify locations suitable for affordable housing expansion.	Months 3 - 6

mixed income housing policies and resources.	- Assess housing gaps by income level. - Evaluate land use policies and their alignment with housing goals.	
Create an inventory of best practices and plan to increase the supply and range of affordable and mixed income housing options.	Compile best practices from cities that have achieved housing equity through: - Inclusive zoning. - Mixed-use developments. - Affordable housing financing models such as community land trusts. - Create an actionable implementation plan tailored to Columbia's needs	Months 3 - 6
Community Engagement	After assessment of the market, we draft a community engagement strategy we will meet with identified stakeholders to gather input for the strategic plan and to ensure we know the landscape of needs, opportunities, and concerns.	Months 3 - 6

EXHIBIT C – COMPENSATION & STAFF HOURLY RATES

Task	Hours	Amount
A. Internal Project Kick Off	30	\$15,000.00
B. Needs Identification & Available Resources	100	\$50,000.00
C. Community Engagement	119	\$59,500.00
D. Market Analysis	130	\$65,000.00
E. Draft Plan	30	\$15,000.00
F. Final Plan	20	\$10,000.00
G. Executive Management & City Council Final Draft & Presentations	10	\$5,000.00
Total		\$219,500.00
Contingency		\$43,900.00
Grand Total		\$263,400.00

Task A: Internal Project Kick Off = One (1) three (3) hour meeting

Task B: Community Engagement = One (1) two (2) hour initial session per City Council District (4 districts in total), one (1) follow-up session per City Council District, and one individual meeting each with the Mayor/City Council Member

Task G: Executive Management & City Council Final Draft & Presentations = One, one hour meeting for each Executive Management and City Council Presentation

APPENDIX – STAFF HOURLY RATES

Firm Name: Fred Dodson, Jr. COO/EVP

HOURLY RATES

Please provide Hourly Rate Sheets for all personnel assigned to the Project and for all categories of personnel expected to be assigned to the project.

Principal Fred Dodson, Jr., COO/EVP	<u>\$109</u> / hour
Project Manager Dan Cimaglia, SVP Real Estate	<u>\$93</u> / hour
Administrative	_____ / hour
Additional: Alex Walker, Development Manager	<u>\$53</u> / hour
Additional:	_____ / hour
Additional:	_____ / hour

You are welcome to add additional categories if not already listed.

EXHIBIT D - 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	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code - See Key Below)
D. Wilson Agency LLC UEI: F7C5Z2X3AND3 Cage: 6RJC8	Pending	• Community Assessment Community Engagement • Management Consulting	\$59,500	27.11 %	MBE WBE SME	BF
				%		
				%		
				%		
				%		
				%		

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 \$ 59,500.00

TOTAL CONTRACT AMOUNT: \$ 219,500.00

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

Business Name: DreamKey Partners, Inc.

Representative Name/Title: Fred Dodson, Jr.

Date: 2/4/2025

Business Information for Subconsultants/Subcontractors- Continued**List information for each Subcontractor or Subconsultant below.****1) Subcontractors Company information (Primary/Main office location)****D. Wilson Agency LLC**

Company Name

101 S. Tryon Street, Suite 2700, Charlotte, NC 28280

Physical Address

101 S. Tryon Street, Suite 2700,

Mailing Address

Charlotte, NC 28280

City/State Zip Code

(704) 612-0131

Phone number

(704) 612-0123

Fax number

DeAlva Arnold

Primary Contact Name

Secondary Contact Name

DeAlva@dwilsonagency.com

Primary Contact Email Address

lbruellman@dwilsonagency.com

Secondary Contact Email Address

F7C5Z2X3AND3

Sam.gov UEID #

pending

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 #

EXHIBIT E – FEDERAL GUIDELINES FOR CONTRACTING AND FEDERAL LABOR STANDARDS

The contractor acknowledges that federal financial assistance will be used to fund the Contract. Contractor will comply with all applicable federal law, regulations, executive orders, and agency policies, procedures, and directives.

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

1. RELIGIOUS ACTIVITIES - 24 CFR 570.200 (j)

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(j)(1)(2)(3).

2. POLITICAL ACTIVITIES - 24 CFR 570.207

CONTRACTOR will comply with this section, which prohibits the use of CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

a) HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

CONTRACTOR further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

3. OTHER PROGRAM REQUIREMENTS - 24 CFR.600-570.612

CONTRACTOR shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that CONTRACTOR will not assume the CITY'S environmental responsibilities described at 24 CFR 570.604, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

4. GENERAL-24 CFR 570.600

CONTRACTOR agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

5. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT-24 CFR 570.601 EXECUTIVE ORDER 11063--24 CFR 570.601

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating CONTRACTOR to use Federally-funded property for the purpose for which the Federal funds were awarded.

6. SECTION 109 OF THE ACT--24 CFR 570.602 AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c) SECTION 504 OF THE REHABILITATION ACT OF 1973--24 CFR 570.602(c)

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

7. SECTION 3

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by Housing and Urban Development (HUD) assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very-low income persons.

B. The Parties to this contract agree to comply with HUD 24 CFR Part 75 regulation and City of Columbia Community Development policy and guidelines related to the implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediments that would prevent them from complying with HUD 24 CFR Part 75 regulation or City of Columbia Community Development requirements.

C. The contractor agrees to include this Section 3 language in every subcontract subject to compliance with HUD 24 CFR Part 75 regulation, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 language, upon a finding that the subcontractor is in violation of HUD 24 CFR Part 75 regulation or City of Columbia Community Development policy and guidelines. The contractor will not subcontract with any subcontractor where the contractor has, or could be reasonably expected to have had, notice or knowledge that the subcontractor has been found in violation of HUD 24 CFR Part 75 regulation.

D. Noncompliance with HUD 24 CFR Part 75 regulation or City of Columbia Community Development policy and guidelines may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts at the sole discretion of the City of Columbia Community Development.

For more information:

Housing and Urban Development (HUD) Section 3 Regulation

<https://ecfr.federalregister.gov/current/title-24/subtitle-A/part-75#section-75>

HUD Section 3 Benchmarks (Section 3 Projects)

<https://www.federalregister.gov/documents/2020/09/29/2020-19183/section-3-benchmarks-for-creating-economic-opportunities-for-low--and-very-low-income-persons-and#h-13>

8. LABOR STANDARDS & DAVIS BACON ACT - 24 CFR 570.603

Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. Contractor will comply with the following conditions:

- a) Overtime requirements. No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.
- c) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- d) Subcontracts. The contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier sub-contractor with the clauses set forth in paragraphs (A) through (D) of this section.

9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 USC 3701-3708)

When applicable all contracts awarded by the City in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 USC 3702 and 3704, as supplemented by the Department of Labor Regulations (29 CFR Part 5) Under 40 USC 3702 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40.

10. BUILD AMERICA, BUY AMERICA (BABA)

On November 15, 2021, the Build America, Buy America Act (the Act) was enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub.L.117-58. The Act establishes a domestic content procurement preference, the Buy American Preference (BAP), for Federal programs that permit Federal financial assistance to be used for infrastructure projects. In Section 70912, the Act further defines a project to include “the construction, alteration, maintenance, or repair of infrastructure in the United States” and includes within the definition of infrastructure those items traditionally included along with buildings and real property. Starting May 14, 2022, new awards of Federal financial assistance (FFA) from a program for infrastructure, and any of those funds obligated by the grantee, are covered under the Build America, Buy American (BABA) provisions of the Act, 41 U.S.C. 8301 note. The [waiver, published March 15, 2023](#), establishes a phased implementation schedule for application of the BAP to covered materials and HUD programs. The BAP is applicable to iron and steel used in covered CDBG projects, i.e. for projects using funds obligated on or after November 15, 2022.

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but not limited to iron, aluminum, steel, cement, and other manufactured products.

For purpose of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured projects mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. ENVIRONMENTAL STANDARDS - 24 CFR 570.604

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58. No funds related to the project or activity can be obligated or expended until an Environmental Clearance Authorization is completed and the contract is executed. Any expenditures for a program that takes place before the execution of a contract and the completion of the Environmental Clearance cannot be reimbursed. The City is responsible for providing the Contractor the HUD required Environmental Clearance Authorization.

12. NATIONAL FLOOD INSURANCE PROGRAM - 24 CFR 570.605

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

13. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING – 24 CFR 570.606

CONTRACTOR shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

14. EMPLOYMENT AND CONTRACTING OPPORTUNITIES - 24 CFR 570.607

CONTRACTOR shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

15. LEAD-BASED PAINT - 24 CFR 570.608

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead- based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead- based paint hazards.

16. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR CONTRACTORS – 24 CFR 570.609

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

The Contractor is subject to non-procurement Debarment and Suspension Regulations implementing Executive Orders 12126, 12689, 2 C.F.R. pt. 180 (2 C.F.R. §200.212). The Agreement is a covered transaction for the purposes of C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor(s), its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).

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

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

The Contractor shall notify the City, if your firm or sub-contractor(s) becomes suspended or debarred during the course of this project. This Contract may be terminated in accordance with the Termination for Cause provisions contained elsewhere in the contract.

17. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL FUNDS - 2 CFR PART 200

CONTRACTOR shall comply with the requirements and standards of this Super Circular.

18. CONFLICT OF INTEREST - 24 CFR 570.611

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of CONTRACTOR who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

19. LIMITED ENGLISH PROFICIENCY (LEP)

Executive order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits. Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to executive order 12166 and title vi provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI Civil Rights protections based upon national origin.

20. DRUG-FREE WORKPLACE

As a Contractor of CDBG funds, and in connection with public services offered, the CONTRACTOR agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 24 CFR Part 21, which requires that CONTRACTOR shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

21. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits CONTRACTOR from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that

takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up recipient.

21. AMERICANS WITH DISABILITIES ACT

CONTRACTOR agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as ADA) as applicable to the CONTRACTOR and the activities to be performed by CONTRACTOR under the scope of this Agreement. If employing more than fifteen (15) employees, CONTRACTOR agrees to comply fully with Title I of the ADA as set forth at 28 CFR Part 130. If providing public accommodations as defined by the Act in Section 301(7)(A) -(L), CONTRACTOR agrees to comply fully with Title III of the ADA as set forth at 28 CFR Part 36. If providing public transportation, CONTRACTOR agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

22. ACCESS TO RECORDS

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

1. The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative(s) access to any books, documents, papers, and records of the Agreement that are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his/her authorized representative(s) access to information pertaining to the work being completed under the Contract/Agreement.

23. CONFIDENTIALITY

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

24. INTEREST OF CONTRACTOR

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

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

25. PROGRAM FRAUD AND FALSE OR FRAUDELEND STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The False Claims Act (FCA), 31 U.S.C. §§ 3729

Under Liability for Certain Acts, in general any person who:

- a) knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval;
- b) knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim;
- c) conspires to commit a violation of subparagraph a), b), c), d), e), f), or g);
- d) has possession, custody, or control of property or money used, or to be used, by the Government and knowingly delivers, or causes to be delivered, less than all of that money or property;
- e) is authorized to make or deliver a document certifying receipt of property used, or to be used, by the Government and, intending to defraud the Government, makes or delivers the receipt without completely knowing that the information on the receipt is true;
- f) knowingly buys, or receives as a pledge of an obligation or debt, public property from an officer or employee of the Government, or a member of the Armed Forces, who lawfully may not sell or pledge property; or

- g) knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to transmit money or property to the Government, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to the Government, is liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 ([28 U.S.C. 2461](#) note; [Public Law 104-410 \[1\]](#)), plus 3 times the amount of damages which the Government sustains because of the act of that person.

26. CLAIMS AND DISPUTES - 2 CFR 200.318(k)

This contract is subject to Contract Disputes.

- All disputes arising under or relating to this contract shall be resolved under this clause.
- Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under this provision.

All claims must comply with the submission and certification requirements of this provision, if it is disputed either as to liability or amount must be acted upon in a reasonable time.

A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 (six) months after accrual of the claim to the Contracting Officer for a written decision.

A claim by the City against the Contractor shall be subject to a written decision by the Contracting Officer. The Contractor shall provide the certification specified below when submitting any claim.

- a) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- b) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the City is liable; and that I am authorized to certify the claim on behalf of the Contractor."
- c) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

For Contractor claims, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request.

The Contracting Officer's decision shall be final unless the Contractor appeals.

If the claim by the Contractor is submitted to the Contracting Officer or a claim by the City is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

The City shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment.

With regard to claims having defective certifications, interest shall be paid from the date a proper certification is provided. Simple interest on claims shall be paid at the rate. Which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the State during the pendency of the claim.

The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

27. DISPUTES

This contract is subject to 41 U.S.C. chapters 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the Claims and Disputes Clause. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

28. EQUAL EMPLOYMENT OPPORTUNITY

6.b

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

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin.

Such action shall include, but not be limited to Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- a) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, or national origin.
- b) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- c) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- d) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- e) In the event of the Contractor's noncompliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- f) The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor.
- g) The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

29. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401-7671(q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387).

The Contractor will report each violation to the City, Federal Emergency Management Agency (FEMA) and the appropriate Environmental Protection Agency Regional Office (EPA).

The Contractor agrees to include these requirements in each sub-contract exceeding twenty-five thousand dollars (\$25,000.00) financed in whole or in part with federal assistance provided by FEMA.

30. USE OF RECOVERED MATERIALS

The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (2 C.F.R. §200.322). In performance of the Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired.

31. OVERSIGHT - 2CFR 200.318(b)

The City will maintain oversight to ensure the Contractor performs in accordance with terms, conditions and specifications per (2 C.F.R. §200.318(b) (General Procurement Standards) and 44 C.F.R. §13.36 (Procurement

32. SYSTEM FOR AWARD MANAGEMENT (SAM)

Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete.

Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

33. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

34. RIGHTS TO INVENTIONS

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 12150140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due.

The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's

social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission

to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

() The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable

classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration makes, utters or publishes any statement knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees.

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.

Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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

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

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(4) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(2) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



MEETING DATE: February 18, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a Contract Renewal for UKG Pro Workforce Management Software, as requested by the Budget and Program Management Office on January 24, 2025. Award to UKG Kronos Systems, LLC, in the amount of \$211,999.69. This vendor is located in Lowell, MA.

REQUISITION NO.: R232283

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Program Management Office – Cloud Based Software Solutions (6218950-632170) \$161,000.00 and Program Management Office – Professional Services (6218950-636600) \$50,999.69. The original budget amount is \$211,999.69.

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

ATTACHMENTS:

- **#a:** Quote - UKG Renewal (PDF)



R 23 2283

Support Services Quote

Page 1 of 2

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: CITY OF COLUMBIA
Solution ID: 6109747
Contract #: 1190570 R13-NOV-24
Date: 15-NOV-2024
Prepared by: Yolanda Abram / US PublicSector2

Bill To: THE CITY OF COLUMBIA
 PO BOX 147
 COLUMBIA SC 29217
 UNITED STATES

Ship To: CITY OF COLUMBIA
 1136 WASHINGTON ST
 2ND FL, SUITE 202/204
 COLUMBIA SC 29201-6217
 UNITED STATES

Contact: ERIC GOODWILL
Email: ecgoodwill@columbiasc.net

CONTRACT SUMMARY

Contract Period: 29-MAR-2025 - 28-MAR-2026

Description	Support Services	Estimated Tax	Subtotal
Equipment Support Services	43,938.42	0.00	43,938.42
Educational Services	7,061.27	0.00	7,061.27
Total	50,999.69	0.00	50,999.69

Annualized Contract Value: 58,398.42

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

IMPORTANT NOTES

This order entered into between the Customer and Kronos Incorporated is subject to the terms and conditions of the Master Agreement Reference #18220 dated March 18th, 2019 between the Lead Agency (acting as "Owner") and Kronos Incorporated (as the "Contractor"), referred to as the "US Communities Agreement #18220". If you are tax exempt; please provide a copy of your "Tax Exempt" certificate with your PO or signed quote.

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

THE CITY OF COLUMBIA

UKG KRONOS SYSTEMS LLC

Signature: _____

Signature: _____

Name: _____

Name: _____

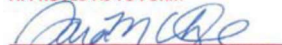
Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM


 Legal Department City of Columbia, SC

1/28/2025





Support Services Quote

Page 2 of 2

Payment Terms: Net 30 Days
 Currency: USD
 Customer PO Number:

Quote Type: Renewal
 Customer: CITY OF COLUMBIA
 Solution ID: 6109747
 Contract #: 1190570 R13-NOV-24
 Date:
 Prepared by: Yolanda Abram / US PublicSector2

Bill To: THE CITY OF COLUMBIA
 PO BOX 147
 COLUMBIA SC 29217
 UNITED STATES

Ship To: CITY OF COLUMBIA
 1136 WASHINGTON ST
 2ND FL, SUITE 202/204
 COLUMBIA SC 29201-6217
 UNITED STATES

Contact: DEFAULT EMAIL CONTACT
 Email: accountspayable@columbiasc.net

EQUIPMENT SUPPORT SERVICES

Line	Support Service Level	Covered Product	Quantity	Start Date	End Date	Duration (days)
1	Depot Exchange	Data Collection: InTouch	91	29-MAR-2025	28-MAR-2026	365
2	Depot Exchange	Options: InTouch	91	29-MAR-2025	30-SEP-2025	186

	Support Services	Estimated Tax	Subtotal
Equipment Support Services	43,938.42	0.00	43,938.42

EDUCATIONAL SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Ed Services Subscription	KNOWLEDGE PASS		29-MAR-2025	28-MAR-2026	365

	Support Services	Estimated Tax	Subtotal
Educational Services	7,061.27	0.00	7,061.27



R-23 2283

Quote#: Q-212685
Page 1/4**ORDER FORM**Order Type: Quote
Date: 27 Mar, 2024Quote#: Q-212685
Expires: 29 Mar, 2024
Sales Executive: Nikki Kirkpatrick
Effective Date: Effective as of the date of last signature of this OrderCustomer Legal Name:
CITY OF COLUMBIACustomer Legal Address:
1737 MAIN ST, COLUMBIA, SC 29201-2819 USABill To: THE CITY OF COLUMBIA
PO BOX 147
COLUMBIA, SC 29217 USAShip To: CITY OF COLUMBIA
1136 WASHINGTON ST 2ND FL, SUITE 202/204
COLUMBIA, SC 29201-6217 USA

Bill To Contact:

Ship To Contact: Missy Caughman

Ship to Phone: (803) 545-3201
Ship to Mobile:
Contact: Missy Caughman
Email: missy.caughman@columbiasc.govCurrency: USD
Customer PO Number: P203484
Solution ID: 6109747
Initial Term: 36 months
Uplift Percent: 4 %Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Terms: Net 30 DaysBilling Start Date: Upon Signature of Order Form
Data Center Location: USA**Subscription Services**

Billing Frequency: Annual in Advance

Subscription Services	Quantity	PEPM	Monthly Price
UKG PRO TIMEKEEPING HOURLY	2,650	USD 4.00	USD 10,600.00
UKG PRO ACTIVITIES	50	USD 1.00	USD 50.00



UKG PRO ABSENCE	2,650	USD 1.00	USD 2,650.00
UKG PRO TIMEKEEPING HOURLY	25	USD 4.00	USD 100.00
UKG PRO ABSENCE		USD 1.00	USD 25.00

Order Notes:

Before including any health-related questions in UKG Pro Timekeeping please consult with your legal counsel to ensure you are compliant with applicable privacy laws and regulations.

This order entered into between the Customer and UKG Kronos Systems LLC (formerly known as Kronos Incorporated) is subject to the terms and conditions of the Master Agreement Reference #18220 dated March 18th, 2019, between the Lead Agency (acting as "Owner") and Kronos Incorporated (as the "Contractor"), as amended (collectively referred to as the "US Communities Agreement #18220").

The Statement of Work for City of Columbia attached to this order form is incorporated herein by reference.

The parties agree that Customer is migrating from their existing Workforce Central Software as a Service applications (the "Existing Applications") to the UKG Pro Workforce Management Software as a Service offering ("Pro WFM"). Customer's Software as a Service Agreement governing the Existing Applications will continue for up to two payroll cycles within 60 days after migration to Pro WFM, but in no event beyond December 31, 2025. After such period, Customer's rights to use the Existing Applications will be terminated, unless otherwise noted herein.

Pro WFM Monthly Service Fees shall be invoiced at the Billing Frequency indicated on this Order Form, commencing on the Billing Start Date. As of the Billing Start Date, UKG will credit Customer for any pre-paid but unused Monthly Service Fees for Existing Applications being migrated. Customer may apply credits against any amounts owed to UKG by Customer until such credit is expended. Customer understands that they remain responsible for payment of Monthly Service Fees on the Existing Applications until the Pro WFM Billing Start Date.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

CITY OF COLUMBIA		UKG Kronos Systems LLC	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term.			
APPROVED AS TO FORM  Legal Department City of Columbia, SC 1/28/2025			

UKG is aligning our product brand and announcing that the UKG Dimensions® and UKG Pro® solutions will be one product suite under the name UKG Pro. Click here to learn more and view examples of current to future names

<https://www.ukg.com/one-suite#WhatproductnamesarechangingunderUKGDimensions>



MEETING DATE: February 18, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve funding for Body Cameras, Tasers, Evidence and Storage Services, as requested by the Columbia Police Department on January 27, 2025. Award to Axon Enterprise, Inc. using the Sourcewell Cooperative Contract in the amount of \$999,791.32 for year 3 of the 5 year initial term. The current term of the contract ends on January 31, 2028. This vendor is located in Scottsdale, AZ.

REQUISITION NO.: R232278

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Police Administration Services - Cloud Based Solution (1012402-632170). The original budget amount is \$999,791.32 for year 3.

Sec. 2-204.-Item (10) - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article: When purchasing through cooperative contracts.

ATTACHMENTS:

- **#a:** Axon Memo Year 3 (PDF)
- **#b:** Axon Invoices (PDF)

MEMORANDUM



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

From: W.H. Holbrook, Chief of Police *WH*

Date: February 11, 2025

Re: Recommendation of Approval – Year 3 of Axon

The Police Department respectfully requests your review and approval for Year 3 contract renewal of Axon body-worn cameras, tasers, and interview room cameras. This renewal will be funded from General Fund 1012402-632170.

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



Your Feedback Matters



Axon Enterprise Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: 1-480-991-0797, option 5, option 1
arinquies@axon.com
www.axon.com
TIN: 86-0741227
DUNS Number: 832176382
UEI Number: TBW7MGPYURM7

BILL TO

Columbia Police Department - SC
1 Justice Sq
Columbia, SC 29201-3165
USA

Invoice

Invoice ID INUS312061
Invoice Account 151032
Date 01-Jan-25
Payment Term Net 30 days
PO/DO #
Quote # Q-392184,
Sales Order #
Terms of Delivery FCA
Customer Reference q392184,

SHIP TO

COLUMBIA POLICE DEPT. - SC
715 Bluff Rd
Columbia, SC 29201-4707
USA

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
1	1	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK Tax Date: 01/09/2023 Shipment Date: 01/16/2023	25.00	43.90	1,097.50	17.02027%	186.80
2	1	74210	AXON BODY 3 - DOCK - EIGHT BAY Tax Date: 01/18/2023 Shipment Date: 01/25/2023	25.00	1,495.00	37,375.00	17.02027%	6,361.33
3	1	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT Tax Date: 01/01/2025 Shipment Date:	324.00	440.70	142,786.80	20.00000%	28,557.36
4	1	73746	AXON EVIDENCE - ECOM LICENSE - PRO Tax Date: 01/01/2025 Shipment Date:	324.00	1,299.82	421,141.68	18.86805%	79,461.23
5	1	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE) Tax Date: 01/01/2025 Shipment Date:	324.00	1,082.62	350,768.88	18.86805%	66,183.25
6	1	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE Tax Date: 01/01/2025 Shipment Date:	3,240.00	19.59	63,471.60	18.86805%	11,975.85

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)	For Wire Transfers	For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name Axon Enterprise, Inc. Account Number 634912729 Bank Routing No 122100024 Reference No INUS312061	Beneficiary Axon Enterprise, Inc. Account Number 634912729 Bank Routing No 021000021 SWIFT Code CHASUS33 Reference No INUS312061	Axon Enterprise, Inc. PO BOX 29661 DEPARTMENT 2018 PHOENIX, AZ 85038-9661 Reference No INUS312061	Axon Enterprise, Inc. JPMorgan Chase (AZ1-2170) Attn: Axon Enterprises 29661-2018 2108 E Elliot Rd, Tempe, AZ 85283 Reference No INUS312061

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged this wire

Invoice

Invoice ID
Date
Page

INUS312061
01-Jan-25
2 of 5

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
7	1	73618	AXON COMMUNITY REQUEST Tax Date: 01/01/2025 Shipment Date:	324.00	440.70	142,786.80	18.86805%	26,941.08
8	1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE Tax Date: 01/01/2025 Shipment Date:	324.00	440.70	142,786.80	18.86805%	26,941.08
9	1	73309	AXON BODY - TAP REFRESH 1 - CAMERA Tax Date: 01/01/2025 Shipment Date:	334.00	604.74	201,983.16	17.02027%	34,378.08
10	1	73310	AXON BODY - TAP REFRESH 2 - CAMERA Tax Date: 01/01/2025 Shipment Date:	334.00	626.78	209,344.52	17.02027%	35,631.00
11	1	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK Tax Date: 01/01/2025 Shipment Date:	25.00	499.87	12,496.75	18.86805%	2,357.89
12	1	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY Tax Date: 01/01/2025 Shipment Date:	25.00	1,293.54	32,338.50	17.02027%	5,504.10
13	1	73840	AXON EVIDENCE - ECOM LICENSE - BASIC Tax Date: 01/01/2025 Shipment Date:	5.00	899.28	4,496.40	20.00000%	899.28
14	1	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE Tax Date: 01/01/2025 Shipment Date:	5.00	0.00	0.00	20.00000%	0.00
15	1	73746	AXON EVIDENCE - ECOM LICENSE - PRO Tax Date: 01/01/2025 Shipment Date:	5.00	2,340.00	11,700.00	20.00000%	2,340.00
16	1	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE Tax Date: 01/01/2025 Shipment Date:	15.00	0.00	0.00	20.00000%	0.00
17	1	73893	AXON STANDARDS - LICENSE - NON-SWORN Tax Date: 01/01/2025 Shipment Date:	80.00	0.00	0.00	20.00000%	0.00
18	1	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2 Tax Date: 01/09/2023 Shipment Date: 01/16/2023	357.00	0.00	0.00	17.02027%	0.00
19	1	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK Tax Date: 01/09/2023 Shipment Date: 01/16/2023	25.00	0.00	0.00	17.02027%	0.00

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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
20	1	73680	AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER Tax Date: 01/01/2025 Shipment Date:	324.00	930.37	301,439.88	18.86805%	56,875.83
21	1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE Tax Date: 01/01/2025 Shipment Date:	324.00	440.70	142,786.80	20.00000%	28,557.36
22	1	73739	AXON PERFORMANCE - LICENSE Tax Date: 01/01/2025 Shipment Date:	324.00	440.70	142,786.80	20.00000%	28,557.36
23	1	80464	AXON BODY - TAP WARRANTY - CAMERA Tax Date: 01/01/2025 Shipment Date:	324.00	571.44	185,146.56	18.86805%	34,933.54
24	1	80464	AXON BODY - TAP WARRANTY - CAMERA Tax Date: 01/01/2025 Shipment Date:	10.00	571.44	5,714.40	18.86805%	1,078.20
25	1	73681	AXON RECORDS Tax Date: 01/01/2025 Shipment Date:	324.00	1,420.04	460,092.96	20.00000%	92,018.59
26	1	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY Tax Date: 01/01/2025 Shipment Date:	25.00	1,340.88	33,522.00	17.02027%	5,705.54
27	1	73897	STANDARDS SERVICE, PREMIUM Tax Date: 01/01/2025 Shipment Date:	1.00	30,000.00	30,000.00	20.00000%	6,000.00
28	1	80227	AXON FUSUS - LICENSE - VIEW ONLY USER Tax Date: 01/01/2025 Shipment Date:	32.00	0.00	0.00	20.00000%	0.00
29	1	75015	SIGNAL SIDEARM KIT Tax Date: 01/09/2023 Shipment Date: 01/16/2023	324.00	203.21	65,840.04	20.00000%	13,168.01
30	1	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK Tax Date: 01/09/2023 Shipment Date: 01/16/2023	324.00	199.00	64,476.00	17.02027%	10,973.99
31	1	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK Tax Date: 01/09/2023 Shipment Date: 01/16/2023	10.00	0.00	0.00	17.02027%	0.00
32	1	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK Tax Date: 01/09/2023 Shipment Date: 01/16/2023	357.00	0.00	0.00	17.02027%	0.00
33	1	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK Tax Date: 01/09/2023 Shipment Date: 01/16/2023	648.00	0.82	531.36	20.00000%	106.27

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Sales Amount	605,693.02
Misc. Charge	0.00
Discount	0.00
Sales Tax	39,438.12
Total	645,131.14
Credit Amount(s) Applied	0.00
Amount Received	0.00
BALANCE DUE	USD 645,131.14

Payment Due 31-Jan-25

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*Tax Note

Ship-to-address Legend*

1	COLUMBIA POLICE DEPT. - SC 715 Bluff Rd Columbia, SC 29201-4707 USA
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Your Feedback Matters



Axon Enterprise Inc.
 PO BOX 29661
 DEPARTMENT 2018
 PHOENIX, AZ 85038-9661
 Ph: 1-480-991-0797, option 5, option 1
arinquies@axon.com
www.axon.com
 TIN: 86-0741227
 DUNS Number: 832176382
 UEI Number: TBW7MGPYURM7

BILL TO

Columbia Police Department - SC
 1 Justice Sq
 Columbia, SC 29201-3165
 USA

Invoice

Invoice ID INUS311432
 Invoice Account 151032
 Date 01-Jan-25
 Payment Term Net 30 days
 PO/DO #
 Quote # Q-438957,
 Sales Order #
 Terms of Delivery FCA
 Customer Reference Q-438957,

SHIP TO

COLUMBIA POLICE DEPT. - SC
 715 Bluff Rd
 Columbia, SC 29201-4707
 USA

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
1	1	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK Tax Date: 04/07/2023 Shipment Date: 04/10/2023	5.00	43.90	219.50	20.000000%	43.90
2	1	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK Tax Date: 04/07/2023 Shipment Date: 04/10/2023	3.00	36.78	110.34	20.000000%	22.07
3	1	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10 Tax Date: 03/24/2023 Shipment Date: 03/31/2023	5.00	322.42	1,612.10	20.000000%	322.42
4	1	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10 Tax Date: 03/24/2023 Shipment Date: 03/31/2023	3.00	270.10	810.30	20.000000%	162.06
5	1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS Tax Date: 03/24/2023 Shipment Date: 03/31/2023	831.00	32.63	27,115.53	20.000000%	5,423.11
6	1	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R Tax Date: 03/24/2023 Shipment Date: 03/31/2023	277.00	981.97	272,005.69	20.000000%	54,401.14

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)	For Wire Transfers	For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name Axon Enterprise, Inc. Account Number 634912729 Bank Routing No 122100024 Reference No INUS311432	Beneficiary Axon Enterprise, Inc. Account Number 634912729 Bank Routing No 021000021 SWIFT Code CHASUS33 Reference No INUS311432	Axon Enterprise, Inc. PO BOX 29661 DEPARTMENT 2018 PHOENIX, AZ 85038-9661 Reference No INUS311432	Axon Enterprise, Inc. JPMorgan Chase (AZ1-2170) Attn: Axon Enterprises 29661-2018 2108 E Elliot Rd, Tempe, AZ 85283 Reference No INUS311432

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged this wire

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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
7	1	80395	AXON TASER 7 - EXT WARRANTY - HANDLE Tax Date: 03/24/2023 Shipment Date: 03/31/2023	277.00	270.10	74,817.70	20.000000%	14,963.54
8	1	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED) Tax Date: 03/24/2023 Shipment Date: 03/31/2023	4.00	132.32	529.28	20.000000%	105.86
9	1	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R Tax Date: 03/24/2023 Shipment Date: 03/31/2023	9.00	1,516.28	13,646.52	20.000000%	2,729.30
10	1	80395	AXON TASER 7 - EXT WARRANTY - HANDLE Tax Date: 03/24/2023 Shipment Date: 03/31/2023	9.00	270.10	2,430.90	20.000000%	486.18
11	1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS Tax Date: 03/24/2023 Shipment Date: 03/31/2023	554.00	32.63	18,077.02	20.000000%	3,615.40
12	1	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS Tax Date: 03/24/2023 Shipment Date: 03/31/2023	554.00	32.63	18,077.02	20.000000%	3,615.40
13	1	20018	TASER BATTERY PACK, TACTICAL Tax Date: 08/04/2023 Shipment Date: 08/10/2023	332.00	75.86	25,185.52	20.000000%	5,037.10
14	1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS Tax Date: 02/23/2024 Shipment Date: 02/29/2024	554.00	32.63	18,077.02	20.000000%	3,615.40
15	1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS Tax Date: 06/25/2024 Shipment Date: 06/27/2024	554.00	32.63	18,077.02	20.000000%	3,615.40
16	1	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS Tax Date: 06/26/2024 Shipment Date: 06/27/2024	554.00	32.63	18,077.02	20.000000%	3,615.40
17	1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS Tax Date: 01/01/2025 Shipment Date:	554.00	32.63	18,077.02	20.000000%	3,615.40
18	1	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK Tax Date: 04/07/2023 Shipment Date: 04/10/2023	3.00	8.75	26.25	20.000000%	5.25

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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
19	1	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK Tax Date: 04/07/2023 Shipment Date: 04/10/2023	5.00	0.00	0.00	20.000000%	0.00
20	1	20248	AXON TASER - EVIDENCE.COM LICENSE Tax Date: 01/01/2025 Shipment Date:	277.00	251.32	69,615.64	20.000000%	13,923.13
21	1	20248	AXON TASER - EVIDENCE.COM LICENSE Tax Date: 01/01/2025 Shipment Date:	2.00	251.32	502.64	20.000000%	100.53
22	1	20120	AXON TASER - INSTRUCTOR COURSE VOUCHER Tax Date: 01/01/2025 Shipment Date:	3.00	314.15	942.45	20.000000%	188.49
23	1	20120	AXON TASER - INSTRUCTOR COURSE VOUCHER Tax Date: 01/01/2025 Shipment Date:	3.00	314.15	942.45	20.000000%	188.49
24	1	20120	AXON TASER - INSTRUCTOR COURSE VOUCHER Tax Date: 01/01/2025 Shipment Date:	3.00	314.15	942.45	20.000000%	188.49
25	1	20120	AXON TASER - INSTRUCTOR COURSE VOUCHER Tax Date: 01/01/2025 Shipment Date:	3.00	314.15	942.45	20.000000%	188.49
26	1	20120	AXON TASER - INSTRUCTOR COURSE VOUCHER Tax Date: 01/01/2025 Shipment Date:	3.00	314.15	942.45	20.000000%	188.49
27	1	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE Tax Date: 01/01/2025 Shipment Date:	277.00	125.66	34,807.82	20.000000%	6,961.56
28	1	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER Tax Date: 03/24/2023 Shipment Date: 03/31/2023	277.00	70.57	19,547.89	20.000000%	3,909.58
29	1	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT Tax Date: 03/24/2023 Shipment Date: 03/31/2023	4.00	661.59	2,646.36	20.000000%	529.27
30	1	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS Tax Date: 03/24/2023 Shipment Date: 03/31/2023	50.00	42.08	2,104.00	20.000000%	420.80
31	1	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS Tax Date: 03/24/2023 Shipment Date: 03/31/2023	50.00	42.08	2,104.00	20.000000%	420.80

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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
32	1	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN Tax Date: 03/24/2023 Shipment Date: 03/31/2023	4.00	66.16	264.64	20.000000%	52.93
33	1	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS Tax Date: 03/24/2023 Shipment Date: 03/31/2023	554.00	32.63	18,077.02	20.000000%	3,615.40
34	1	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10 Tax Date: 08/04/2023 Shipment Date: 03/31/2023	332.00	18.06	5,995.92	20.000000%	1,199.18
35	1	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS Tax Date: 06/26/2024 Shipment Date: 06/27/2024	554.00	32.63	18,077.02	20.000000%	3,615.40
36	1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS Tax Date: 01/01/2025 Shipment Date:	554.00	32.63	18,077.02	20.000000%	3,615.40
37	1	20119	AXON TASER - MASTER INSTRUCTOR SCHOOL VOUCHER Tax Date: 01/01/2025 Shipment Date:	1.00	1,252.39	1,252.39	20.000000%	250.48
38	1	20119	AXON TASER - MASTER INSTRUCTOR SCHOOL VOUCHER Tax Date: 01/01/2025 Shipment Date:	1.00	1,252.39	1,252.39	20.000000%	250.48
39	1	20119	AXON TASER - MASTER INSTRUCTOR SCHOOL VOUCHER Tax Date: 01/01/2025 Shipment Date:	1.00	1,252.39	1,252.39	20.000000%	250.48
40	1	20119	AXON TASER - MASTER INSTRUCTOR SCHOOL VOUCHER Tax Date: 01/01/2025 Shipment Date:	1.00	1,252.39	1,252.39	20.000000%	250.48
41	1	20119	AXON TASER - MASTER INSTRUCTOR SCHOOL VOUCHER Tax Date: 01/01/2025 Shipment Date:	1.00	1,249.99	1,249.99	20.000000%	250.00
42	1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS Tax Date: 03/24/2023 Shipment Date: 03/31/2023	831.00	32.63	27,115.53	20.000000%	5,423.11

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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
43	1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS Tax Date: 03/24/2023 Shipment Date: 03/31/2023	554.00	32.63	18,077.02	20.000000%	3,615.40
44	1	74200	TASER 6-BAY DOCK AND CORE Tax Date: 03/24/2023 Shipment Date: 03/31/2023	3.00	1,256.58	3,769.74	20.000000%	753.95
45	1	74200	TASER 6-BAY DOCK AND CORE Tax Date: 03/24/2023 Shipment Date: 03/31/2023	5.00	1,500.00	7,500.00	20.000000%	1,500.00
46	1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS Tax Date: 02/23/2024 Shipment Date: 02/29/2024	554.00	32.63	18,077.02	20.000000%	3,615.40
47	1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS Tax Date: 06/26/2024 Shipment Date: 06/27/2024	554.00	32.63	18,077.02	20.000000%	3,615.40
48	1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS Tax Date: 01/01/2025 Shipment Date:	554.00	32.63	18,077.02	20.000000%	3,615.40
49	1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS Tax Date: 01/01/2025 Shipment Date:	554.00	32.63	18,077.02	20.000000%	3,615.40

Sales Amount	171,706.74
Misc. Charge	0.00
Discount	0.00
Sales Tax	13,560.99
Total	185,267.73
Credit Amount(s) Applied	0.00
Amount Received	0.00
BALANCE DUE	USD 185,267.73

Payment Due 31-Jan-25

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*Tax Note

Ship-to-address Legend*

1	COLUMBIA POLICE DEPT. - SC 715 Bluff Rd Columbia, SC 29201-4707 USA
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Your Feedback Matters



Axon Enterprise Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: 1-480-991-0797, option 5, option 1
arinquiries@axon.com
www.axon.com
TIN: 86-0741227
DUNS Number: 832176382
UEI Number: TBW7MGPYURM7

BILL TO

Columbia Police Department - SC
1 Justice Sq
Columbia, SC 29201-3165
USA

Invoice

Invoice ID INUS312031
Invoice Account 151032
Date 01-Jan-25
Payment Term Net 30 days
PO/DO #
Quote # Q-392490,
Sales Order #
Terms of Delivery FCA
Customer Reference P197078,

SHIP TO

City of Columbia Police Dept.
1 Justice Sq
Columbia, SC 29201-3165
USA

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
1	1	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM) Tax Date: 01/01/2025 Shipment Date:	6.00	2,500.00	15,000.00	20.000000%	3,000.00
2	1	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12- DEGREE) Tax Date: 03/14/2023 Shipment Date: 03/20/2023	8.00	90.00	720.00	20.000000%	144.00
3	1	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED Tax Date: 01/01/2025 Shipment Date:	2.00	234.00	468.00	20.000000%	93.60
4	1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC) Tax Date: 10/24/2023 Shipment Date: 10/24/2023	12.00	196.50	2,358.00	20.000000%	471.60
5	1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER Tax Date: 01/01/2025 Shipment Date:	4.00	1,400.16	5,600.64	20.000000%	1,120.13

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS312031	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS312031	Reference No INUS312031	Tempe, AZ 85283
					Reference No INUS312031

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged this wire

Invoice

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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
6	1	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER Tax Date: 01/01/2025 Shipment Date:	4.00	1,750.00	7,000.00	20.000000%	1,400.00
7	1	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED Tax Date: 01/01/2025 Shipment Date:	4.00	552.50	2,210.00	20.000000%	442.00
8	1	20297	VR TABLET CASE Tax Date: 03/14/2023 Shipment Date: 03/20/2023	4.00	60.00	240.00	20.000000%	48.00
9	1	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER Tax Date: 01/01/2025 Shipment Date:	277.00	1,050.00	290,850.00	20.000000%	58,170.00
10	1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED Tax Date: 01/01/2025 Shipment Date:	12.00	5,940.00	71,280.00	20.000000%	14,256.00
11	1	20378	HTC FOCUS 3 VR HEADSET Tax Date: 01/09/2023 Shipment Date: 01/10/2023	12.00	1,800.00	21,600.00	20.000000%	4,320.00
12	1	50433	AXON INTERVIEW - IO PUSH BUTTON Tax Date: 10/24/2023 Shipment Date: 10/24/2023	6.00	82.20	493.20	20.000000%	98.64
13	1	20298	VR-ENABLED SIRT 115C CONTROLLER Tax Date: 03/14/2023 Shipment Date: 03/20/2023	4.00	750.00	3,000.00	20.000000%	600.00
14	1	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED Tax Date: 01/01/2025 Shipment Date:	384.00	900.00	345,600.00	20.000000%	69,120.00
15	2	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA Tax Date: 01/01/2025 Shipment Date:	2.00	0.00	0.00	20.000000%	0.00
16	1	100197	AXON VR - EXT WARRANTY - HEADSET Tax Date: 01/01/2025 Shipment Date:	12.00	337.80	4,053.60	20.000000%	810.72
17	1	50298	AXON INTERVIEW - CAMERA - OVERT DOME Tax Date: 04/26/2023 Shipment Date: 04/26/2023	12.00	796.00	9,552.00	20.000000%	1,910.40
18	1	50295	AXON INTERVIEW - SERVER - PRO Tax Date: 10/24/2023 Shipment Date: 10/24/2023	4.00	4,455.00	17,820.00	20.000000%	3,564.00

Invoice

Invoice ID
Date
Page

INUS312031
01-Jan-25
3 of 4

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
19	1	50265	AXON INTERVIEW - IO RED LED Tax Date: 10/24/2023 Shipment Date: 10/24/2023	6.00	30.00	180.00	20.000000%	36.00
20	1	50267	AXON INTERVIEW - IO MODULE Tax Date: 10/24/2023 Shipment Date: 10/24/2023	4.00	500.00	2,000.00	20.000000%	400.00
21	1	50258	AXON INTERVIEW - IO MODULE CABINET Tax Date: 10/24/2023 Shipment Date: 10/25/2023	4.00	325.00	1,300.00	20.000000%	260.00
22	1	50448	AXON INTERVIEW - EXT WARRANTY Tax Date: 10/24/2023 Shipment Date: 10/24/2023	6.00	1,297.20	7,783.20	20.000000%	1,556.64
23	1	50432	AXON INTERVIEW - IO PUSH BUTTON Tax Date: 01/01/2025 Shipment Date:	6.00	234.00	1,404.00	20.000000%	280.80
24	1	100579	AXON AIR - UAS LICENSE - CLASS 1 Tax Date: 02/07/2023 Shipment Date: 02/07/2023	2.00	0.00	0.00	20.000000%	0.00
25	1	100126	AXON VR - TACTICAL BAG Tax Date: 03/14/2023 Shipment Date: 03/20/2023	4.00	125.00	500.00	20.000000%	100.00
26	1	100186	HTC FOCUS 3 WRIST TRACKER Tax Date: 03/14/2023 Shipment Date: 03/20/2023	8.00	150.00	1,200.00	20.000000%	240.00
27	1	20296	VR TABLET Tax Date: 03/14/2023 Shipment Date: 03/20/2023	4.00	1,000.00	4,000.00	20.000000%	800.00
28	1	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE) Tax Date: 03/14/2023 Shipment Date: 03/20/2023	8.00	90.00	720.00	20.000000%	144.00

Sales Amount	163,386.53
Misc. Charge	0.00
Discount	0.00
Sales Tax	6,005.92
Total	169,392.45
Credit Amount(s) Applied	0.00
Amount Received	0.00
BALANCE DUE	USD 169,392.45

Payment Due 31-Jan-25

Invoice

Invoice ID
Date
Page

INUS312031
01-Jan-25
4 of 4

*Tax Note

Ship-to-address Legend*

- | | |
|---|---|
| 1 | City of Columbia Police Dept.
1 Justice Sq
Columbia, SC 29201-3165
USA |
| 2 | COLUMBIA POLICE DEPT. - SC
715 Bluff Rd
Columbia, SC 29201-4707
USA |



Dear Columbia Police Department - SC,

Axon will be amending Quote Q-392184 to incorporate the billing changes to the highlighted below:

New Invoice Schedule for Quote Q-392184

Date	Subtotal	Estimated Tax*	Total
Jan 2023 (Year 1)	\$694,916.09	\$47,004.26	\$741,920.35
Feb 2023 (PSO)	\$17,000.00	\$0.00	\$17,000.00
Sep 2023 (Year 1 Fleet)	\$283,507.69	\$18,316.62	\$301,824.31
Jan 2024 (Year 2)	\$342,161.32	\$23,143.86	\$365,305.18
Jan 2024 (Year 2 Split)	\$352,754.80	\$23,860.40	\$376,615.20
Sep 2024 (Year 2 Fleet)	\$283,507.69	\$18,316.62	\$301,824.31
Jan 2025 (Year 3)	\$605,693.02	\$42,335.07	\$648,028.09
Sep 2025 (Year 3 Fleet)	\$283,507.69	\$18,316.62	\$301,824.31
Jan 2026 (Year 4)	\$605,692.98	\$42,335.07	\$648,028.05
Sep 2026 (Year 4 Fleet)	\$283,507.69	\$18,316.62	\$301,824.31
Jan 2027 (Year 5 + Camera Add-On)	\$766,827.18	\$54,224.92	\$821,052.10
Sep 2027 (Year 5 Fleet)	\$283,507.60	\$18,316.62	\$301,824.22
Total	\$4,802,583.75	\$324,486.68	\$5,127,070.43

*Sales taxes are an estimate. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this agreement.

There will be no further changes to your contract. By signing below, you acknowledge that you understand and accept these changes.

Columbia Police Department - SC

Signature: _____

Title: _____

Name: _____

Date: _____



MEETING DATE: February 18, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve the Purchase of One (1) 2025 Pierce Custom Pumper Fire Truck, as requested by the Fleet Services Division for the Columbia Fire Department on January 27, 2025. Award to Spartan Fire & Emergency Apparatus using the HGAC Cooperative Contract in the amount of \$1,047,303.00. This vendor is located in Roebuck, SC.

REQUISITION NO.: R232371

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Capital Replacement - Auto, Truck Heavy Equipment-Capital (6308972-658500). The original budget amount is \$1,047,303.00.

CLEAN WATER 2020?: No

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

ATTACHMENTS:

- **#a:** February 7 2025 Council Memo - Fleet Requests (DOCX)
- **#b:** Pierce Spartan Fire Quote (PDF)
- **#c:** HGAC Quote (PDF)



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

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

DATE: February 7, 2025

SUBJECT: Recommendation for Approval for Purchase of a vehicle for the City of Columbia Fire Department, as requested by the Fleet Services Division.

The Department of Procurement of Contracts, in coordination with the General Services Department, respectfully requests your review and approval of the purchase of a vehicle for the City of Columbia Fire Department as requested by the Fleet Services Division.

Item	Vehicle	Department	Price	Funding Source
a.	1 – 2026 Pierce Custom Pumper with 710 Enforcer Cab	City of Columbia Fire Department	\$1,047,303.00	Capital Replacement Program FY 2024-2025
Total Amount: \$1,047,303.00				

This purchase utilizes State Contract and cooperative purchase agreements for vehicles and equipment. Item (a) is a vehicle that is a capital replacement and funded from the capital lease purchase program FY24/25.

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

***Capital Lease Purchase Program**

The City utilizes a capital lease purchase program for the replacement of General Fund rolling stock and technology refresh. Although referred to as a lease program, this is a financing mechanism for the City's capital outlays replacement program for General Fund departments. Vehicles and equipment include police patrol vehicles, fire trucks, solid waste trucks, dump trucks and other vehicles and heavy equipment associated with General Fund departments.

The Capital Lease Program has typically been a 7 year lease and the annual lease payment is included in the General Fund Budget. The issuance of \$15,000,000 is based upon the replacement schedule for the year and the capacity of the General Fund for the lease payment.

Issuance of the lease takes is generally approved by City Ordinance during November or December City Council meetings. The procurement of vehicles begins as early as July due to the lead time it often takes for vehicles, especially heavy equipment and in particular fire apparatuses. Purchases take place throughout the fiscal year, depending upon availability. While the purchase of the vehicles begins before the lease is issued, the delivery and receipt of the vehicles or equipment occurs after the lease is issued.


QUOTATION
☒
ESTIMATE
☐

319 Southport Road • Roebuck, S.C. 29376

Office: 864-582-2376 • Fax: 864-582-2377 • Email: spartanfire@spartanfire.com

Customer: Columbia Fire Department
1800 Laurel Street
Columbia, SC 29201

Date of Proposal: January 14, 2025
F.O.B.: Columbia, SC
Estimated Delivery: January 2026
Payment Terms: Net Pymt. @ Delivery
Salesman: *Alan Axson*

Item	Qty.	Description	Price	Amount
1	1	2026 Pierce Custom Pumper with 7010 Enforcer Cab,		
		PACCAR MX-13 500 HP Diesel Engine, Allison 4000 EVS P		
		Automatic Transmission, Waterous 2000 GPM		
		Pump, UPF 750 Gallon "Poly" Tank – New York Style,		
		Built in Accordance to NFPA 1900 – Matches Job# 41369		\$979,803.00
2	1	Miscellaneous NFPA Loose Equipment		\$65,000.00
3	1	South Carolina Sales Tax		\$500.00
4	1	HGAC Fee		\$2,000.00
		<i>Includes Pre – Construction, Final Inspection,</i>		
		<i>Delivery, Training, Pre-Delivery Inspection, Loose</i>		
		<i>Equipment Mounting</i>		

TOTAL COST **\$1,047,303.00**
THIS QUOTATION EXPIRES March 28, 2025

Respondent: Pierce				
Code or Part No.	Quantity	Option Description	August 2024 Published Pricing	Customization
102	1	Add Frame Liner Custom	\$3,003.00	
160	1	EVS 3000 to 4000	\$13,915.00	
257	1	Intercom Wireless System	\$8,207.00	
9999	1	Graphics		\$2,265.00
		Base Bid	\$952,413.00	
		Published Options	\$25,125.00	
		Total Published Options	\$977,538.00	
		Unpublished Options	\$2,265.00	0%
		Total Options w/o HGAC Fee	\$979,803.00	



MEETING DATE: February 18, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve Contract Amendment #1 for Project PK005608; Finlay Park Revitalization and Construction Services, as requested by the Parks and Recreation Department on January 8, 2025. Award to Mashburn Construction Company, Inc., in an amount not exceed \$1,400,000.00. The current term of the contract ends on September 13, 2025. This contractor is located in Columbia, SC.

REQUISITION NO.: R223469

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: General Capital Projects - Finlay Park Rehabilitation - Capital Project Cost (4039999-PK005608-658650). The current budget amount is \$22,450,000.00. The budget amount for this amendment is \$1,400,000.00. The revised budget amount is \$23,850,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Growth

PURPOSE:

Mashburn Construction Company, Inc., is the prime and will provide general contractor services at 75.04% (\$1,050,625.01) of the total amendment amount.

The following subcontractors will provide additional services:

Chapin Concrete Contractors, Inc., located in Chapin, SC, will provide concrete services at 7.93% (\$110,997.68) of the total amendment amount.

JRAM, LLC Klockner Group & Chain Reps, located in Columbia, SC, will provide structural and miscellaneous steel services at 10.07% (\$140,937.00) of the total amendment amount.

Echerer Painting Contractor, Inc., located in Columbia, SC, will provide paint services at 3.78% (\$52,888.34) of the total amendment amount.

Lucas Concrete Products, Inc., located in Charlotte, NC, will provide precast concrete at 3.18% (\$44,551.97) of the total amendment amount.

The purpose for the Contract Amendment is to cover additional construction services and replenish contingency for remainder of project.

- Unforeseen site conditions (unsuitable soils and handling, existing geotechnical conditions, ground water conflicts, etc.)
- Additional funding needed for several allowance items
- Additional mobilization costs
- Construction detail revisions due to site conditions, RFI's and mock-up review
- Existing conditions repair
- Provisions to protect park components and minimize future maintenance
- Bike Racks

ATTACHMENTS:

- **#a:** PM Memo Request for CC Approval Memo _ Finlay Park Revitalization (PDF)
- **#b:** Revised CA#1 Finlay Park Mashburn (PDF)
- **#c:** Amendment Amount - Form 0710 V.2 Business Information Record (PDF)



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

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

DATE: February 18, 2025

Subject: Recommendation for Approval
CA#1 – Finlay Park Revitalization and Construction, PK005608

The Department of Procurement and Contracts in coordination with Columbia Parks & Recreation Department respectfully request your review and approval of Contract Amendment #1 with Mashburn Construction Company, Inc. to provide funding for additional construction services and contingency. The amount requested for Contract Amendment No. 1 is \$1,400,000.00 in hospitality tax funding.

The purpose for the Contract Amendment is to cover pending change orders and replenish contingency for remainder of project. Change orders have resulted from a variety of conditions that include:

- Unforeseen site conditions (unsuitable soils and handling, existing geotechnical conditions, ground water conflicts, etc.)
- Additional funding needed for several allowance items
- Additional mobilization costs
- Construction detail revisions due to site conditions, RFI's and mock up review Existing
- conditions repair
- Provisions to protect park components and minimize future maintenance
- Bike Racks

Finlay Park Revitalization and Construction Services, that was awarded to Mashburn Construction Company, Inc., currently has purchase order for \$22,450,000.00. The new purchase order amount will be \$23,850,000.00.

Finlay Park is Columbia's primary urban park, which consists of 17.5 acres in the heart of downtown. The revitalization of Finlay Park respects original iconic features within the park, while also incorporating community driven goals in the new construction; these goals include:

- Improving ADA circulation and making destinations accessible
- Providing a unique destination playground
- Increasing safety and visibility
- Revitalizing the fountain, waterfalls and pond



- Improving connectivity of pond
- Constructing new multi-use structures for events and park activation
- Relocating the band stage to project sound away from the adjacent neighborhood
- Integrating public art
- Improving the lawn areas for events
- Preserving the Vista Greenway connection

Revitalization efforts will include retaining the iconic spiral fountain, cascading falls and waterfall to a newly renovated central pond, which will then flow into an amenity stream. The new water features will be naturalized with gentle sloping littoral shelves to promote visitor safety and will incorporate sustainable techniques to capture and treat stormwater. New supporting facilities and amenities include an events stage and lawn, strolling gardens, restrooms, shade shelter, spray play, destination playground, enhanced lighting solutions, public art, office space for hospitality and park rangers, multiple walkways, accessibility upgrades, parking modifications and a plaza overlook that captures vistas of the downtown Columbia skyline.



Reviewed and Approved 1/23/25

Contract Amendment #1

Finlay Park Revitalization and Construction

RFP002-22-23

Mashburn Construction Company, Inc.

January 22, 2025

Description of Change: Request change in Agreement for Construction Services between the City of Columbia (City) and Mashburn Construction Company, Inc., (Contractor) executed September 6, 2023 (Agreement) to provide funding due to unforeseen conditions and construction revisions.

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

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Term from September 14, 2023 to September 13, 2025; Purchase Order# P200947 includes contingency of \$1,130,000.00):	\$22,450,000.00
This Contract Amendment #1 (Funding Increase; Purchase Order# P200947):	\$1,400,000.00
Revised Contract Amount:	\$23,850,000.00

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

Mashburn Construction Company, Inc.



Print Name

Paul Mashburn

Signature

2/17/2025

Date

City of Columbia

Office of the City Manager

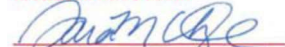
Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM


 Legal Department City of Columbia, SC

1/28/2025

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 Amendment Amount	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
Chapin Concrete Contractors Inc.	V013183	Concrete	\$110,997.68	7.93%	LBE	
JRAM, LCC Klockner Group & Chain Reps		Structural & Misc. Steel	\$140,937	10.07%		
Echerer Painting Contractor, Inc	V014082	Paint	\$52,888.34	3.78%	LBE	
Lucas Concrete Products, Inc		Precast Concrete	\$44,551.97	3.18%		
Mashburn Construction	V006312	General Contractor			LBE	

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 \$ 349,374.99

TOTAL ~~CONTRACT~~ AMOUNT: \$ 1,400,000
 Amendment

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

Business Name: - Mashburn Construction

Representative Name/Title: Madison White/Project Manager

Date: 1/31/25

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Chapin Concrete Contractors Inc.

Company Name

180 Murray Lindler Rd

Physical Address

P.O. Box 905

Mailing Address

Chapin

SC

City/State Zip Code + 4

803 345-9905

()

Phone number

()

Fax number

Jacob Stone

Primary Contact Name

Secondary Contact Name

jacob@chapinconcrete.com

Primary Contact Email Address

Secondary Contact Email Address

V013183

Federal ID #

Vendor #

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

JRAM, LCC Klockner Group & Chain Reps

Company Name

2320 Wayne Street

Physical Address

2320 Wayne Street

Mailing Address

Columbia SC

29201

City/State Zip Code + 4

803 260-0640

()

Phone number

()

Fax number

Richie Hayward

Primary Contact Name

Secondary Contact Name

rhayward@klocknergrou.com

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Echerer Painting Contractor, Inc

Company Name

5201 Broad River Rd

Physical Address

5201 Broad River Rd

Mailing Address

Columbia SC

29212

City/State Zip Code + 4

803 798-7202

()

()

Phone number

Fax number

Todd Warren

Primary Contact Name

Secondary Contact Name

twarren@echererpainting.com

Primary Contact Email Address

Secondary Contact Email Address

V014082

Federal ID #

Vendor #

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

Lucas Concrete Products, Inc

Company Name

401Rountree Road

Physical Address

401Rountree Road

Mailing Address

Charlotte NC

28217

City/State Zip Code + 4

704 525-9622

()

()

Phone number

Fax number

Rome Lamont

Primary Contact Name

Secondary Contact Name

rome@lucasconcrete.com

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: February 18, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Sole Source Contract for a Sludge Drive Gearbox for the Metro Wastewater Treatment Plant, as requested by Columbia Water on October 23, 2024. Award to Applied Industrial Technologies in the amount of \$68,930.45. This vendor is located in Greenwood, SC.

REQUISITION NO.: R231199

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Metro Wastewater Plant - Machinery and Equipment-Capital (5516208-658300). The original budget amount is \$68,930.45.

CLEAN WATER 2020?: No

Sec 2-204. (5) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding for the Sole Source Procurements.

ATTACHMENTS:

- **#a:** Council Memo Sludge Drive Gear Box (DOCX)
- **#b:** Applied Industrial 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
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer ACM for the
Department of Procurement and Contracts

DATE: February 7, 2025

Subject: Recommendation for Approval
Sole Source Contract – Applied Industrial Technologies
Metro Wastewater Treatment Plant - Sludge Drive Gear Box Purchase

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of a Sole Source contract in the amount of \$68,930.45 with Applied Industrial Technologies for the purchase of a Sludge Drive Gear Box at the Metro Wastewater Treatment Plant.

The purpose of this purchase is to replace the sludge drive gear box at the Metro WWTP that is part of the Train 1 Primary Clarifier #8. This gear box is required for the rehabilitation of this Primary Clarifier so that it can be put back into service. Applied Industrial Technologies is the distributor for the gear box that we will be using consistent with other gear boxes in the Primary Clarifiers at the Metro WWTP.

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

SOLE SOURCE AGREEMENT GOODS and/or SERVICES AGREEMENT

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

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

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until June 30, 2025. An option to renew or continue purchasing goods and/or services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

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

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

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

6. Compensation. The total compensation paid by the City to Seller under this AGREEMENT shall not exceed **Six Eight Thousand Nine Hundred Thrity Dollars and Forty Five cents, (\$68,930.45)** unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and/or services. Each invoice submitted must describe the items, show payment calculations and specify the person(s) rendering such service(s), if applicable. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

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

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

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

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

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

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

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

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

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

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

9. **Warranties.** Seller must provide the manufacturer's standard written warranty upon delivery of goods and/or services. Seller warrants that manufacturer will honor the standard written warranty provided **to extent of the manufacturer's written warranty**. All warranties provided within S.C. Code Ann. § 36-2-101 *et seq.* shall apply to the sale of goods and/or services set forth in this AGREEMENT. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

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

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

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

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

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

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

15. Limitation of Liability. Regardless of cause, fault or grounds: (a) in no event shall Seller be liable for indirect, special, incidental or consequential damages of any kind, including, without limitation, punitive or economic damages or lost profits, regardless of whether Seller had reason to know or in fact knew of the possibility of such damages; and (b) in no event shall Seller's total liability exceed the purchase price paid by City for the specific goods giving rise to the claim under this Agreement.

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

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

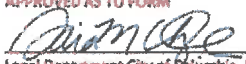
18. Conflict of Terms. In the event any terms or conditions within this AGREEMENT conflicts with one another, the terms or conditions that are the most favorable to the City, as determined by the City, shall prevail.

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

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Witness: _____

APPROVED AS TO FORM

 Legal Department City of Columbia, SC

2/10/2025

By: _____

Witness: _____ Laura A. Frost

By: _____

Title: City Manager

Date: _____

APPLIED INDUSTRIAL TECHNOLOGIES -- DIXIE, INC.

By: _____

Jason W. Vasquez

Title: Vice President

Date: 02/13/2025



Exhibit A

CITY OF COLUMBIA
DEPARTMENT OF PROCUREMENT AND CONTRACTS
1800 MAIN STREET, 2nd FLOOR, COLUMBIA, SC 29201
OFFICE: 803-545-3470 FAX: 803-758-1013
procurement@columbiasc.gov

Written Determination for Procurement Exceptions

Need/Description:	Purchase of replacement gearbox
Estimated Budget:	\$70,000.00
Requisition Number:	R231 199
End Using Department:	Metro WWTP
City Contracts/Project Mgr:	Thorsten Killius
Proposed Contractor:	Applied Industrial Technologies (V005104)
Contractor Contact Info:	Terry Wahl, (803)-799-0834, twahl@applied.com

Procurement Exception:

- ☐ Professional Services where the person employed is customarily employed on a fee basis rather than by competitive bidding (examples: appraiser, architect-engineer, auditor, construction/program manager, legal services, physician)
- ☐ Negotiations after unsuccessful competitive sealed bidding
- ☒ Sole Source procurements
- ☐ (1) Where compatibility of equipment, accessories, or replacement parts is the paramount consideration
- ☐ (2) where a sole supplier's item is needed for trial use or testing
- ☐ (3) where a sole supplier's item is to be procured for resale
- ☐ (4) where public utility services are to be procured
- ☒ (5) where the item is one of a kind
- ☐ (6) printed forms, pamphlets, and brochures, exclusive of printing equipment
- ☐ Emergency procurements
- ☐ (1) threaten the functioning of city government
- ☐ (2) threaten the preservation or protection of property
- ☐ (3) threaten the health or safety of any person
- ☐ Procurement of information technology
- ☐ Leasing of real property for governmental use
- ☐ When purchasing through a competitive online bidding process, including, but not limited to, reverse auctions when the purchasing agent determines that online bidding is more advantageous than other procurement methods provided herein.
- ☐ Other

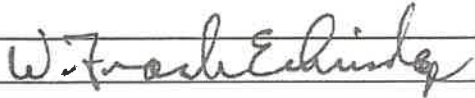
NOTE: Competitive sealed proposals exceptions will be noted as part of the Procurement and Contracts Department Solicitation Request Packet. Pertinent procurement information for State Contract and Cooperative Contracting procurements will be noted in Finance Enterprise.

Based upon the following justification, the proposed procurement action described below is being procured pursuant to the authority of City of Columbia, Code of Ordinance, Section 2-204 and Section 2-205.

(Please justify why a Procurement Exception is determined to be in the best interest of the City to accommodate this project need and why a Competitive Sealed Bid (i.e., Invitation for Bid) would not. Briefly describe the scope of services and outline factors that are required for evaluation in addition to price. This must be approved prior to issuance of a solicitation.)

Insert the basis and justification for requesting an exception to competitive process here:

Regal PTS discontinued the mass production of these gearboxes and they only authorize Applied Industrial Technologies to produced/sell their product now as their local rep. The circumstance for this sole source procurement as listed in the Appendix G- 1.16, is point (5) where the item is one of a kind. This is a custom designed piece of equipment that requires the original drawings, designed and built by Regal PTS, in order to duplicate. This equipment is critical to the operation of the plant because without it we lose our Primary Clarifiers, and if those go down we compromise our treatment process, putting us in violations with SC DHEC.



Signature of End User Department Head

10-23-2024

Date



Signature of Purchasing Agent

1/23/2025

Date



Regal Rexnord
7120 New Buffington Rd
Florence, Kentucky 41042

www.regalrexnord.com

800-626-2120

Date: August 22, 2024

TO: Whom it may concern

FROM: Regal Rexnord

SUBJECT: Authorized Distributor

Applied Industrial Technologies of Columbia, South Carolina is the Sole Source Distributor for the Sludge Drive that is offered to Columbia Waste Water Treatment Plant.

For any questions please see contact below.

Respectfully,

Mark Welborn

Sr District Manager – South Carolina



Motion Control Solutions

M: 206-316-7308

Mark.Welborn@regalrexnord.com

www.regalrexnord.com | [LinkedIn](#) | [Facebook](#) | [Twitter](#) | [YouTube](#)

- Legacy PTS Customer Service – (800) 626-2120 - PTSCustomerService@RegalRexnord.com
 - For Sealmaster, McGill, Browning, Rollway, System Plast, Kop-Flex, Jaure, and Morse products.
- Legacy PTS Gearing Customer Care – (888) 378-6245 - PTSGearingCustServ@RegalRexnord.com
 - For Hub City, Grove Gear, and Durst Gearing products.
- Legacy Rexnord Customer Service – (866) 739-6673 - PTCustomerCare@RegalRexnord.com
 - For Rexnord legacy products.

Exhibit B



Quotation

Service Center Address: APPLIED IND TECH - DIXIE, INC. 930 SOUTH STADIUM RD COLUMBIA, SC 29201-4725 TEL: 803-799-0834 FAX: 803-256-3824				Quote Create Date (MM-DD-YYYY): 10-17-2024		Sales Rep: TERRY WAHL Phone: 803-799-0834 Email: TWAHL@APPLIED.COM		Page: 1/1
Account Manager: WILLIAM ARIAL				Quotation Number: 513669753		PO #: TK Req #: Inquiry #:		
Sold-To Address: CITY OF COLUMBIA (SC) 1737 MAIN ST COLUMBIA SC 29201-2819				Account: 1549969		Ship-To Address: CITY OF COLUMBIA (SC) 1200 SIMMON TREE LN METRO WEST COLUMBIA SC 29201-5185		Account: 1650225
Payment Terms: NET 30 DAYS				Customer Contact: Customer Contact Phone:				
Transport Mode and Means: CUSTOMER PICKUP, PARCEL Terms: FOB ORIGIN, FRGHT PREPAY & ADD								
Item #	Quantity	UOM	Manufacturer Part #	Customer Part #	Est. Delivery Date	Unit Price (USD)	Extended Price (USD)	
000010	1.000	EA	FALK-MARS 1200 COMBO GEARMOTOR T1-PC8			63,474.490	63,474.49	
Description: FALK_MARS 1200 COMBO GEARMOTOR T1-PC8 Material Sales Text: GEARMOTOR ASSEMBLY WITH 115749.00 1/2 HP, TENV, 1140 RPM, 56C WASHDOWN MOTOR, MARS 530.83:1 PRIMARY GEARBOX, AND MODEL 1200 2:1 GEARBOX WITH MODIFIED SHAFT LENGTHS AND SPECIAL BASE IN AB (LEFT OUTPUT SHAFT) AND 002 ROTATION SCHEME. CROSS SHAFT RATIO OF 1,081.2:1 AT 1,074 FPM, INLINE SHAFT RATIO OF 530.8 AT 2,148 RPM. 18,000 IN-LBS MAXIMUM TORQUE COMBINED BETWEEN OUTPUT SHAFTS.								
SUBTOTAL (WITHOUT TAX)							63,474.49	
TAX							5,077.96	
TOTAL (USD)							68,552.45	
TOTAL IN WORDS: SIXTY-EIGHT THOUSAND FIVE HUNDRED FIFTY-TWO DOLLARS AND FORTY-FIVE CENTS								
Special Information: Order Notes: 30 WEEKS AFTER APPROVAL OF DRAWING FREIGHT ESTIMATED AT \$350.00. BUYER'S ACKNOWLEDGES THAT IT IS PURCHASING INDUSTRIAL SUPPLIES FROM SELLER AS A PARTICIPATING PUBLIC AGENCY OF OMNIA PARTNERS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT PURSUANT TO RFP (SERIAL 16154-RFP) BETWEEN MARICOPA COUNTY AND SELLER, AND THAT BUYER'S TERMS AND CONDITIONS OF PURCHASE AND OTHER DOCUMENTS REGARDING THE PURCHASE OF GOODS FROM SELLER SHALL HAVE NO FORCE OR EFFECT.								
PRICES QUOTED ABOVE ARE THOSE IN EFFECT AT THE TIME OF QUOTATION. MANUFACTURER INCREASES MAY APPLY UNLESS SPECIFICALLY STATED ON THE FACE OF THIS QUOTATION. RETURNED PRODUCT IS SUBJECT TO A RESTOCKING CHARGE.				THIS QUOTATION CONTAINS CONFIDENTIAL INFORMATION, MAY NOT BE DISCLOSED TO THIRD PARTIES AND IS SUBJECT TO OUR STANDARD TERMS AND CONDITIONS OF SALE, SHOWN ON THE REVERSE SIDE OF THIS DOCUMENT AND AVAILABLE AT WWW.APPLIED.COM . BUYER'S ACCEPTANCE OF SHIPMENT OR PERFORMANCE AND/OR PAYMENT CONSTITUTES ACCEPTANCE OF APPLIED'S TERMS AND CONDITIONS.				
THIS QUOTE MAY CONTAIN ITEMS THAT ARE SPECIAL ORDER, UNIQUE, OR CUT TO SIZE. THESE ITEMS ARE NON-RETURNABLE AND NON-CANCELABLE. YOUR ORDER IS SPECIFICALLY CONDITIONED ON ACCEPTING THESE TERMS.								

STANDARD TERMS AND CONDITIONS OF SALE

GOODS AND SERVICES SOLD BY APPLIED INDUSTRIAL TECHNOLOGIES, INC. AFFILIATED COMPANIES ("SELLER") ARE EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW. ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS IN BUYER'S PURCHASE ORDER OR SIMILAR COMMUNICATION ARE OBJECTED TO AND SHALL NOT BE BINDING ON SELLER UNLESS AGREED TO IN WRITING BY A SELLER CORPORATE OFFICER. BY ISSUING A PURCHASE ORDER, ACCEPTING SHIPMENT OR PERFORMANCE, AND/OR PAYING FOR THE GOODS OR SERVICES, BUYER AGREES THAT IT ACCEPTS SELLER'S TERMS AND CONDITIONS OF SALES, INCLUDING WARRANTY POLICY. BUYER FURTHER AGREES THAT ALL INFORMATION PROVIDED BY SELLER, INCLUDING PRICING, IS SELLER'S CONFIDENTIAL INFORMATION AND MAY NOT BE DISCLOSED WITHOUT SELLER'S PRIOR WRITTEN CONSENT.



MEETING DATE: February 18, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve the Purchase of One (1) Portable Blue Star Generator for the Columbia Canal Water Treatment Plant, as requested by Columbia Water on November 27, 2024. Award to Generator Services using the SC State Contract in the amount of \$137,328.80. This vendor is located in West Columbia, SC.

REQUISITION NO.: R231697

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Columbia Canal Water Plant - Machinery and Equipment Capital (5516206-658300). The original budget amount is \$137,328.80.

CLEAN WATER 2020?: No

Sec 2-204. (9) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when purchasing through state contracts.

ATTACHMENTS:

- **#a:** Council Memo Portable Blue Star Generator (DOCX)
- **#b:** GSI Quote (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: February 7, 2025

Subject: Recommendation for Approval
Purchase – One (1) Portable Blue Star Generator

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the purchase via State Contract of one (1) portable Blue Star Generator for the amount of \$137,328.80.

The purpose of this purchase is to provide the Canal Water Treatment Plant with portable power generation equipment for use during emergency situations when power supply has been interrupted at remote tank and pump station sites. This portable power generator can be transported to locations in our water distribution system as needed. Columbia Water has recently standardized the use of Blue Star Power Generators at pump station, tank and sewer lift station sites where permanent emergency power generation is needed. This equipment will be consistent with other units we are currently using.

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



24 Hr: 803.939.1470

Fax: 803.939.1473

Ken Britton | Ken@GeneratorServicesInc.com

Date: 12/31/2024

Customer: **City of Columbia**

Location: Heyward Brockington

Contact: Wade Davis

Email address: wade.davis@columbiasc.gov

Phone #: 803-201-1275

RE: 150kW Portable Diesel generator

Job Description:

Provide 150kW Portable Blue Star Power Systems generator

Proposed work to be performed:

Blue Star Power Systems 150kW Portable Diesel generator
VD150-04FT4MP, Tier 4 Final / EU Stage 5
Multi-Voltage w/4 Position Selector Switch 277/480v, 120/208v, 120/240v 3ph, 120/240v 1ph
Level 3 Sound Attenuation
250 gallon fuel tank

Notes:

Includes startup and commissioning.

Includes Freight and delivery

Cost:

Equipment	\$ 124,256.30
Material	
Start up	\$ 250.00
Freight	\$ 2,650.00
Sub-Total	\$ 127,156.30
Tax 7%	\$ 8,697.94

Total Cost \$ 135,854.24

Thank you for the opportunity to submit the proposal. If you have any questions, feel free to give us a call.

Sincerely,

Ken Britton

Digitally signed by Ken
Britton
Date: 2024.12.31
13:40:32 -05'00'

Accepted by: _____ Printed Name: _____ Date: _____

We are pleased to provide the above quotation for your consideration. Should you decide to place an order with us, it will receive our prompt attention. This quotation is valid for a period of 30 days, thereafter it is subject to change without notice.

BLUE STAR

Power Systems Inc.

Sales Quote

Quote Date: 11/15/2024 7:39:16 AM
 Quote Number: 0115808-2
 Project Title: City of Columbia - Heyward Brockington - portable
 Prepared for: Generator Services Inc.

Distributed by:



Unit Model	VD150-04FT4MP	Standby / Prime	Mobile Standby Power
kWe Rating	150 kWe	UL 2200 Listed	No
Fuel	Diesel	CSA Approved	No
EPA	Tier 4 Final / EU Stage 5	Paint Color	White

Engine Model: Volvo TAD881VE 150W Standby Power Rating at 1800 RPM
Governor - Electronic Isochronous

Voltage: Multi-Voltage With 4 Position Selector Switch
480/277V 3 PH, 208/120V 3 PH, 240/120V 3 PH and 240/120V 1 PH

Gen Model: Stamford UCDI274J1 12 Lead 3 PH/1 PH Selectable 105°C Rise Over 40°C Ambient

Voltage Regulator: Deep Sea A109 Digital Voltage Regulator with PMG Excitation

Control Panel: Blue Star DCP7310 Microprocessor Based Gen-Set Controller
Mounted Facing Left from Generator End (Unless Specified Otherwise)
Standard Features: Low Oil Pressure, High Coolant Temp, Overspeed, Overcrank Shutdowns
Emergency Stop Pushbutton, Audible Alarm Buzzer with Silencing Switch

Control Panel Options: Low Water Level Sensor with Shutdown

Unit Color: White

Enclosure: Level 3 (Sound Attenuated Enclosure) Powder Coated 14 Gauge Steel
Rugged and Durable 200 MPH Wind Rated Enclosure with Exhaust Hood
Pitched Roof for Increased Structural Integrity and Improved Watershed
Punched Intake with Baffle and Punched Exhaust Openings
Keyed Alike Lockable Doors with Draw Down Latches and Stainless Steel Component Hinges
Additional 1.5" Thick Polydamp Type D Acoustical Foam (PAF)
Formed Steel Base with Mounting and Lifting Holes
Includes Vibration Mounts to Isolate Unit from Base Rail

Sound Attenuation Foam: Sound Attenuation Installed in Enclosure and Exhaust Hood

Enclosure Options: Load Distribution Center Wired to Receptacle Package
Includes: 2-50A 208/240VAC and 1-30A 208/240VAC, 2-20A 139/120VAC Receptacles

Cooling: Unit Mounted Radiator (50°C Ambient)

Oil Drain Extension: Plumbed to Bulkhead Fitting in Base

Mainline Breaker: 600 Amp 3 Pole 600 Volt Breaker Mounted & Wired to Cam-Lok Receptacle Package
24VDC Shunt Trip Wired to Engine Shutdowns

Jacket Water Heater: Engine Block Heater 2500W 240VAC Rated for -20°F
Heater Installed with Isolation Valves and Wired to Terminal

Air Cleaner: Dry Single Stage

Air Restrictor Indicator: Installed in Air Filtration System

Silencer:	SCR / DPF / DOC Catalysts / Silencer Mounted to Engine
Battery:	24 Volt System with Rack and Cables
Battery Charger:	24 Volt 5 Amp Mounted and Wired to Terminal
Gen-Set Trailer Package:	T14000-2 Tandem Axle DOT Approved Trailer Package Including: 3" Pintle Eye, Safety Chains, Electric Brakes with Breakaway Kit Radial Tires, Fenders, Adjustable Tongue Jack, Front and Rear Stabilizing Jacks, Shore Power and Tool Box OPTIONS:
Trailer Package Options:	Lockable Cable / Storage Box Exterior 120VAC Shore Power Connection For Heater(s) and Charger Front Stabilizing Jack Set
Fuel Tank:	250 Gallon Double Wall Tank Including Supply & Return Connections Fuel Level Gauge and Fill & Vent Plumbing
Factory Test:	Standard Commercial Testing Includes: Verification of Alarm Shutdowns, Voltage Settings, Block Loading to Rated kWe and PF
Owner's Manual:	Print Copy (Qty 1)
Warranty:	2 Year / 2000 Hour Limited

Notes:**Additional Options
(Not Included in Price):**

Unit Price (QTY 1)	\$124,256.30
Freight	\$2,650.00
Installation	Not Included
Startup	\$250.00
Sales Tax	To Be Determined

Total Price **\$127,156.30**

Payment Terms:	Due Upon Receipt
Lead Time:	40 Weeks (Contingent on component availability)

Terms & Conditions

- This quote is valid for a period of 30 days.
- This proposal is our interpretation of your requirement. It includes only the items listed on this quotation. Should there be other requirements or specifications, we will re-quote accordingly.
- Units are shipped wet to include lube oil and 50/50 water and antifreeze mix unless otherwise noted in this quotation.
- All extended piping, wiring, or other than listed above is performed by "others".
- Seller is not quoting, offloading, job site startup, personnel instructions, field testing, or unit installation.
- Quoted prices include normal testing, packaging, and instructional literature.
- It is the distributor/purchaser and end user's responsibility to ensure that this equipment is operated in accordance with all applicable local, state, and federal laws and regulations governing the use and operation of this equipment.



MEETING DATE: February 18, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve Contract Amendment #1 for Project WM4733; Trenholm Road Water Main Improvements, as requested by Columbia Water on January 21, 2025. Award to HDR Engineering, Inc. of the Carolinas, in an amount not to exceed \$218,000.00. The current term of the contract ends on August 11, 2025. This firm is located in Columbia, SC.

REQUISITION NO.: R225716

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - Forest Acres Water Quality Improvement - Capital Project Costs (5529999-WM473301-658650). The current budget amount is \$1,189,000.00. The budget amount for this amendment is \$218,000.00. The revised budget amount is \$1,407,000.00.

BUSINESS PROGRAM: Mentor Protege Program

PURPOSE:

This is a Mentor Protégé Program project. HDR Engineering Inc. of the Carolinas is the mentor and will provide construction observation services at 100.00% (\$218,000.00) of the total amendment amount.

ATTACHMENTS:

- **#a:** Memo WM4733 Trenholm Rd Water Main Improvement-HDR (PDF)
- **#b:** OBO Memo WM4733 Trenholm Road Water Main Improvement (PDF)
- **#c:** CA#1 WM4733 Trenholm Rd Water Main Improvement-HDR (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

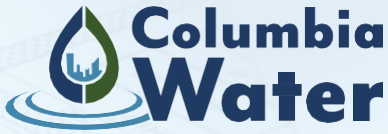
DATE: February 18, 2025

SUBJECT: Recommendation for Approval
Amendment No. 1 – HDR
WM4733-01 – Trenholm Rd 16" Water Main Upgrade

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the Contract Amendment No. 1 with HDR to provide funding for construction observation. The amount of Contract Amendment No. 1 is \$218,000.00.

The purpose of this project is to assist the City of Columbia in the construction of 3 miles of 16" water line on N. Trenholm Rd from Forest Dr to Decker Blvd. The services performed as a part of this Scope of Service include design, permitting, and construction services for installation of the water line. Additional construction oversight is needed due to the priority of the project to be fully installed prior to DOT paving the road. The two separate contractors with multiple crews requires assistance from HDR to ensure adequate construction observation coverage.

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



WM473303-N. Trenholm Rd 16" Water Main Upgrade (North)

WM473303 – N. Trenholm Rd 16" Water Main Upgrade from Decker Blvd to Rockbridge Rd

Project Description: Construction of approximately 8,485 linear feet of 16-inch ductile-iron pipe (DIP) along N. Trenholm Road from Decker Blvd to Rockbridge Rd. The project is being expedited to finalize construction prior to SCDOT resurfacing.

Objectives: This project aims to improve the quality and functionality of the Columbia water system in the Forest Acres area with increased water pressure. The current infrastructure is inadequate due to increased demand.

Williams Infrastructure will be the main contractor for the project.

Project Type: Water Quality

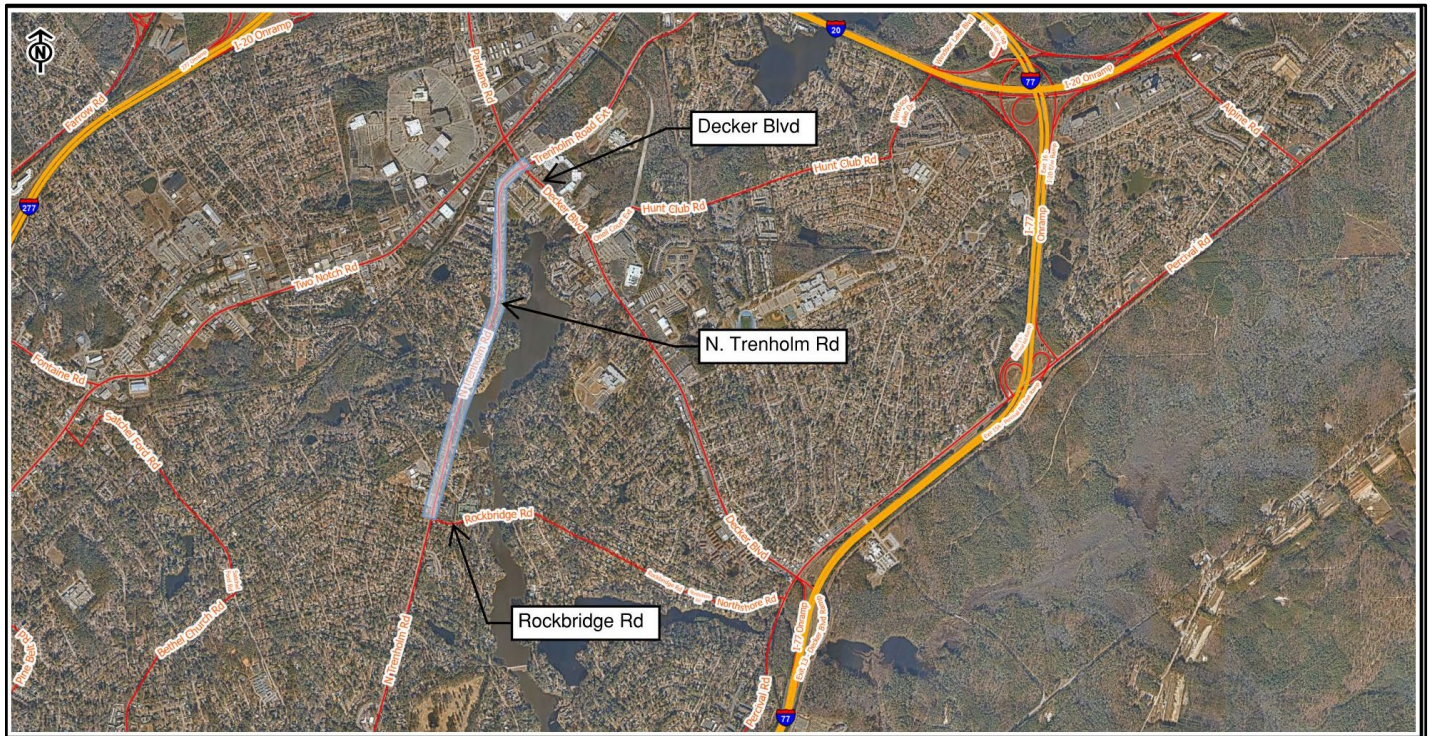
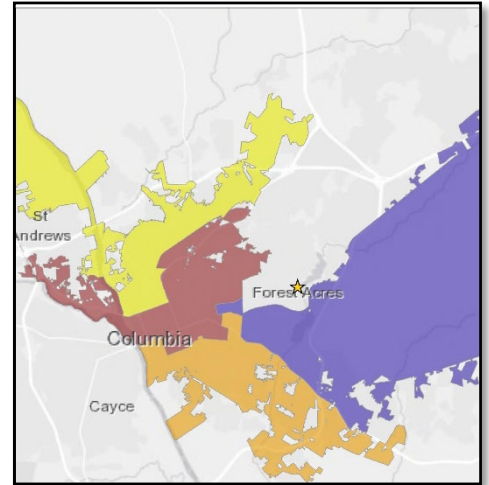
Council District: Outside of the City

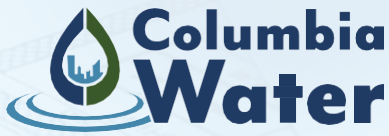
Project Funding: This project is being funded through the City's CIP Program. The total project construction cost with contingency is \$9,393,584.10.

Current Project Status: Construction is expected to begin in October 2024 and to continue to the end of August 2025.

Project Contact: Aaron Marshall, City of Columbia
Civil Engineer – Design
803.545.3265 aaron.marshall@columbiasc.gov

Joey Williams, Williams Infrastructure Inc.
Contractor
803.814.3753 joey@williamsinfra.com





WM473303-N. Trenholm Rd 16" Water Main Upgrade (South)

WM473303 – N. Trenholm Rd 16" Water Main Upgrade from Forest Dr to Rockbridge Rd

Project Description: Construction of approximately 8,220 linear feet of 16-inch ductile-iron pipe (DIP) along N. Trenholm Road from Forest Dr to Rockbridge Rd. The project is being expedited to finalize construction prior to SCDOT resurfacing.

Objectives: This project aims to improve the quality and functionality of the Columbia water system in the Forest Acres area with increased water pressure. The current infrastructure is inadequate due to increased demand.

Lake Murray Utilities will be the main contractor for the project.

Project Type: Water Quality

Council District: Outside of the City

Project Funding: This project is being funded through the City's CIP Program. The total project construction cost with contingency is \$10,109,908.75.

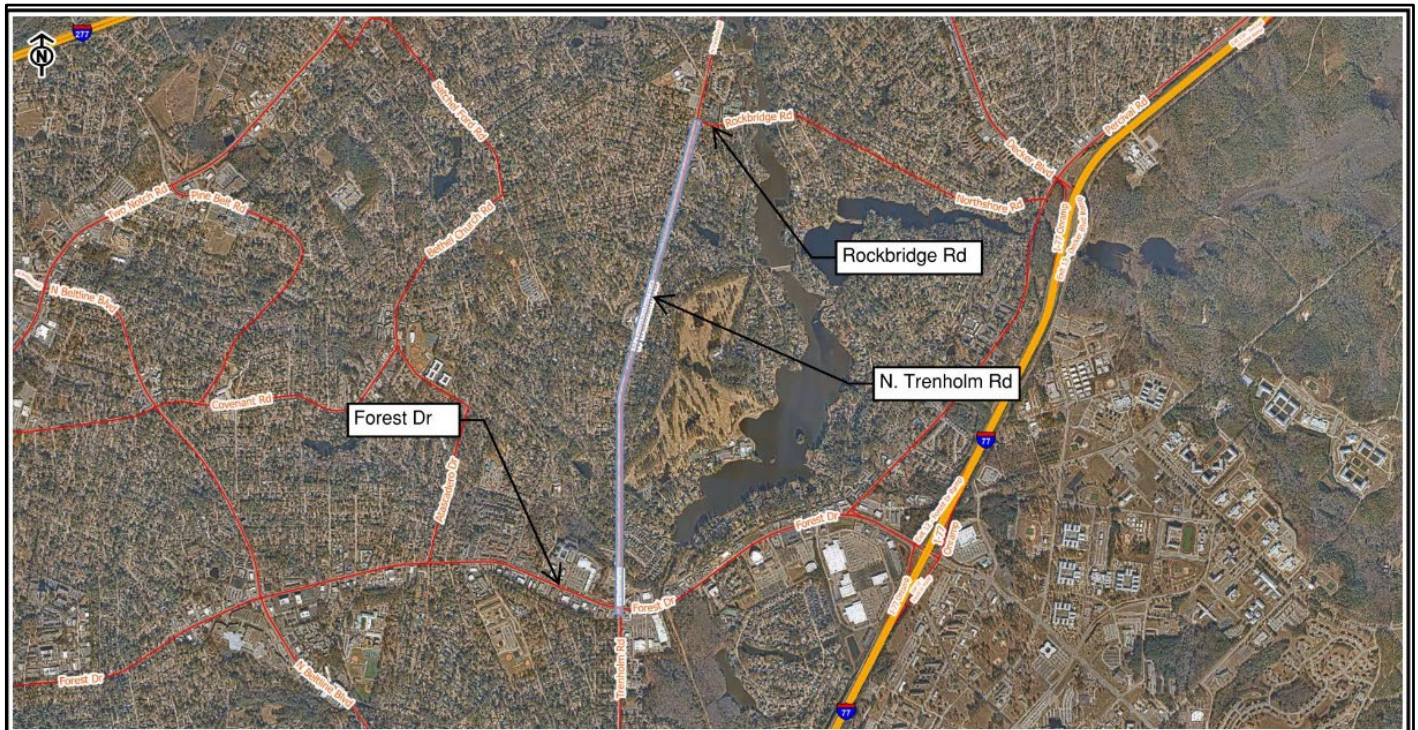
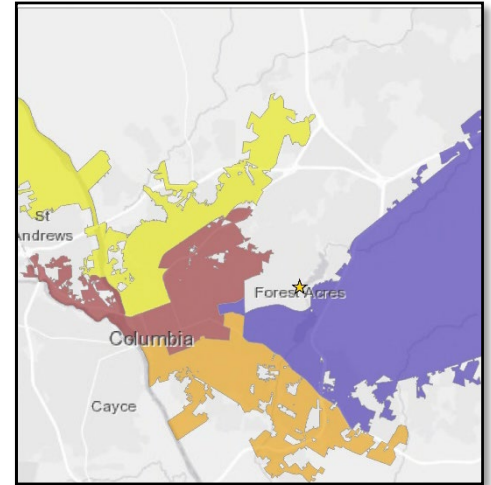
Current Project Status: Construction is expected to begin in October 2024 and to continue to the end of October 2025.

Project Contact: Aaron Marshall, City of Columbia
Civil Engineer – Design

803.545.3265 aaron.marshall@columbiasc.gov

Cheryl Gootee, Lake Murray Utility Company, Inc.
Contractor

803.732.7849 cherylgootee@yahoo.com





Office of Business Opportunities
1401 Main Street Columbia, SC 29201 • Phone: 803-545-3950

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

From: Ayesha Driggers, Director
Office of Business Opportunities

Date: January 31, 2025

Subject: Contract Amendment #1- Trenholm Road Water Main Improvement
(WM4733) MPP

The original project contract amount was \$1,189,000.00. The original amount received by the protégé was \$237,800.00 or 20.00% of the original contract amount. The revised total contract amount is \$1,407,000.00 and the protégé will receive \$237,800.00 or 16.90% of the revised total contract amount.

The protégé participation on this contract amendment is 0.00% and the protégé participation for the overall project will be 16.90%. The mentor offered the protégé the opportunity to perform construction observation services. The protégé indicated they do not have the available staff during the project schedule with the appropriate experience to perform the work.

Please find the attached MPP Contract Amendment Form.

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

Contract Amendment #1

WM4733 Forest Acres-Trenholm Rd Water Main Improvement

RFQu004-19-20

HDR Engineering, Inc. of the Carolinas

January 23, 2025

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and HDR Engineering, Inc. of the Carolinas (Engineer) executed December 06, 2023 (Agreement) to provide funding for construction observation of the North and South Phase.

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

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Term from December 06, 2023 to August 11, 2025; Purchase Order# P202183):	\$1,189,000.00
Current Contract Amount:	\$1,189,000.00
This Contract Amendment #1 (Funding Increase; Purchase Order# P202183):	\$218,000.00
Revised Contract Amount:	\$1,407,000.00

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

HDR Engineering, Inc. of the Carolinas

Jonathan Henderson

Print Name



Signature

1/28/2025

Date

City of Columbia

Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM



Legal Department City of Columbia, SC

1/28/2025



October 23, 2024

Mr. Aaron Marshall, PE
Columbia Water – Department of Engineering
PO Box 147
Columbia, SC 29217

Re: Trenholm Road Waterline
CIP: WM4733
Amendment 1

Dear Aaron,

Design of the Trenholm Road Waterline project is complete, and the City is currently in the process of awarding the construction to two contractors. The City is requesting that HDR perform full-time construction observation, services which were not part of the initial design contract. Noted below are the proposed scope changes, compensation, and schedule adjustments necessary for this change.

I. Scope Changes

- a. As part of Task 7, Construction Phase Services, HDR proposes to add full-time construction observation as described in Amendment 1.

II. Compensation

- a. An additional fee of \$218,000.00 to be added to Task 7. Amendment 1 provides a table listing the initial contract value and this additional fee.
- b. This additional scope of services was reviewed by our Protege, Highfill Infrastructure Engineering, P.C. They responded that they do not have the appropriate staff to perform the services requested and therefore agreed not to participate. They have signed Amendment 1 acknowledging this.

III. Schedule

- a. There are no adjustments to the proposed project schedule due to the added scope of services.

HDR appreciates the opportunity to provide this additional service to the City of Columbia. If you have any questions or need additional information, please let us know.

Sincerely,
HDR Engineering, Inc.

Matthew A. Shultz, PE
Project Manager



MEETING DATE: February 18, 2025

DEPARTMENT: Engineering Department

FROM: *Dana Higgins, Director of Engineering*

SUBJECT: Council is asked to approve a new Agreement for Project SS756501; Sewer Improvement and Rehabilitation for Lower Kinley Creek, as requested by Columbia Water on February 18, 2025. Award to Dominion Energy South Carolina, Inc. in the amount of \$225,194.10 for the purpose of relocating a 6-inch gas main at Piney Grove Road and Hempstead Road.

REQUISITION NO.: R231441

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - West Columbia Pump Station Improvements - Capital Project Costs (5529999-SS756401-658650). The original budget amount is \$225,194.10.

CLEAN WATER 2020?: No

FOCUS AREAS: Built Infrastructure

ATTACHMENTS:

- **#a:** APPROVED - 25024642 - Agreement-City of Columbia and Dominion-Lower Kin.._ (PDF)
- **#b:** SS7565_Dominion Tear Sheet 2025 (PDF)

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

CITY OF COLUMBIA

&

DOMINION ENERGY SOUTH CAROLINA, INC.

AGREEMENT

FOR GAS MAIN RELOCATION AT PINEY GROVE ROAD AND
HEMPSTED ROAD; CIP PROJECT

#SS7565; SANITARY SEWER IMPROVEMENTS
AND REHABILITATION –LOWER KINLEY CREEK; CF#250-553

This Agreement is entered into this _____ day of _____, 2025 by and between the City of Columbia ("City") and Dominion Energy South Carolina, Inc. (Dominion).

WHEREAS, the City of Columbia has made a request for Dominion to relocate an existing 6" gas main along Piney Grove Road and Hempsted Road for construction of a sanitary sewer main identified as Lexington County TMS#002620-04 & 002620-04 ("subject property"). The project location being more clearly shown and delineated on the drawing attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, Dominion has prepared a cost estimate for the relocation of the 6" gas main (the "Work") in the amount of \$225,194.10 to cover the costs of engineering, materials, equipment, and labor for the gas main relocation project ("Estimated Cost"). A copy of the Estimated Cost being attached hereto and made a part hereof as Exhibit "B"; and

WHEREAS, the City agrees to pay the actual cost of the Work to Dominion as provided herein, and finds the Estimated Cost to be reasonable for the Work and desires that Dominion proceed with the Work.

IT IS HEREBY AGREED:

1. SCOPE OF SERVICES AND TIME PERFORMANCE

Dominion will perform the Work as heretofore described.

Upon the City making payment for 50% of the Estimated Cost (\$112,597.00), Dominion will commence the Work no later than _____, 20____. Dominion will attempt to complete the Work by _____, 2025.

2. PAYMENT AMOUNT AND TERMS

The City shall reimburse Dominion for the "total actual relocation costs," including direct materials, labor and equipment, and overhead, specifically including but not limited to, engineering, supervision, applicable licenses, permits, taxes, surveying, and legal expenses and any and all other costs incurred by Dominion in relation to the

APPROVED AS TO FORM
Jessica E. King
Legal Department City of Columbia, SC

1/29/2025

Work. The parties acknowledge that the Estimated Cost is just an estimate and the actual costs may be greater or less than the Estimated Cost.

Within ten (10) days of execution of this Agreement, the City shall pay 50% of the Estimated Cost (\$112,597.00) to Dominion. Upon completion of the Work, Dominion shall invoice the City for the remainder of the actual cost of the Work, and the City shall pay Dominion the balance within thirty (30) days of receipt of said invoice.

The parties recognize that Dominion may incur unforeseen construction, legal, regulatory or other costs pursuant to this Agreement and the City agrees and acknowledges that its reimbursement obligation extends to cover all of Dominion's actual costs, specifically including, but not limited to, the cost of any and all rock excavation in addition to all other costs.

3. RECORDS AND FILE INFORMATION

All information, data, reports and records are to be kept in the possession of Dominion as necessary for carrying out the Work enumerated herein, but shall be available for inspections and appropriated reports prepared upon request by the City.

All of the reports, information, data and records prepared or assembled by Dominion under this Agreement are confidential and Dominion and the City agree that they shall not be made available to any individual or organization without the prior written consent of the City or Dominion.

4. AMENDMENTS

The City or Dominion may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Dominion from its obligations under this Agreement.

The City may request an amendment of this Agreement to conform with federal, state, or local governmental laws, regulations, policies 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 this Agreement, such modifications will be incorporated only by written amendment signed by both the City and Dominion.

5 TERMINATION OF AGREEMENT

This Agreement may be terminated by Dominion upon the following terms:

- a. The City shall fail to make payment to Dominion of 50% of the Estimated Cost (\$112,597.00).
- b. The project changes or unforeseen obstructions preclude relocation of the pipeline and the Work as designed unless this agreement is amended to make such changes as necessary due to such project changes or unforeseen obstructions and to adjust the payment amount as necessary.

- c. By mutual agreement of the parties in writing; however, termination of this Agreement shall not relieve either party from any obligation accruing or accrued prior to the date of such termination nor shall such termination deprive a party not in default of any remedy otherwise available to it.

This Agreement may be terminated by the City upon the following terms:

- a. Dominion shall fail to fulfill in a timely and proper manner the Work under this Agreement; or
- b. Dominion shall violate any of the covenants, Agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to Dominion of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.
- c. In such event, all finished or unfinished documents, data, studies, surveys and reports prepared under this Agreement shall be provided to the City, at the City's option. Dominion shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials upon submittal of a detailed invoice to the City for review and approval. Dominion shall reimburse the City for any amount over the total amount for all finished or unfinished documents, data, studies, surveys and reports prepared and submitted to the City under this Agreement.

6. Miscellaneous

- a. Neither party shall be liable to the other for consequential, indirect, special, punitive or exemplary damages for any cause of action, excepting the gross negligence of either party, whether in contract, tort or otherwise hereunder. This Agreement and all amendments hereto shall be governed by and construed under the laws of the State of South Carolina. Any action concerning this Agreement shall be brought only in the applicable circuit court of South Carolina.
- b. No assignment of this Agreement shall be permitted or valid without prior written consent of both parties. Notwithstanding, Dominion is permitted to have contractors perform the Work.
- c. This Agreement and the documents expressly incorporated herein by reference constitute the entire Agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, whether oral or written, between the parties with respect to the subject matter hereof. No statement, promise, or inducement made by either party, or any agent or representative of either party that is not contained in this Agreement shall be binding on the other party. Subject to the other provisions of this Agreement, this Agreement may not be amended, changed, enlarged, modified, restated, supplemented, or altered except by a written agreement(s) signed by both parties.
- d. This Agreement is binding upon the parties herein, and approved successors and assigns.
- e. This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute the same instrument.

There are no further conditions and this is the entire Agreement.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

Witness the hands and seals of the undersigned this _____ day of _____, 2025.

WITNESSES:

DOMINION ENERGY SOUTH CAROLINA, INC.

(Signature)

Name: _____
(Print Name)

Title: _____
(Print Title)

STATE OF SOUTH CAROLINA)

(Date)

Witness the hands and seals of the undersigned this _____ day of _____, 2025.

WITNESSES:

CITY OF COLUMBIA

By: _____
(Signature)

Name: Teresa B. Wilson
(Print Name)

Title: City Manager
(Print Title)

EXHIBIT "B"

Work Request G18022	
Material Cost + Taxes	\$6,151.85
Material Cost + Taxes (Retire)	\$0.00
Company Labor	\$10,000.00
Company Labor (Retire)	\$1.00
Contract Labor	\$187,933.30
Contract Labor (Retire)	\$1.00
Land and Land Rights	\$0.00
Payroll Overheads	\$4,700.00
Payroll Overheads (Retire)	\$0.47
Transportation	\$3,000.00
Transportation (Retire)	\$0.30
CIAC	\$0.00
SubTotal Cost	\$211,787.92
Admin/Engineer Overheads	\$13,406.00
Admin/Engineer Overheads (Retire)	\$0.18
Total Cost	\$225,194.10
Associated Costs	\$0.00
Total Cost To Serve	\$225,194.10

Dominion Gas Main Relocation

Project Description, Background, and Need:

The Dominion Gas Main Relocation is involved in Project SS7565, Lower Kinley Creek Sewer Improvements. The 6" gas main needs to be relocated due to a conflict with the City's carrier pipe. Due to limitations along the project boundaries, it was decided, in order to up size for future growth and capacity the gas main needed to be moved. The project is located at the intersection of the Whitehall neighborhood on Piney Grove Road. The purpose of the Lower Kinley Creek project is to increase the capacity of the gravity sewer to meet current and projected capacity needs due to growth and development in the surrounding area.

Objectives:

The relocation of the Dominion Gas Main will support the Lower Kinley Creek project which provides the necessary sewer capacity for existing and projected growth in the Kinley Creek sub-basin and contributes to providing the necessary overall sewer capacity for the Saluda River basin. The project also 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.

Project Type:

Relocation

Council District:

District 1 and outside Districts

Project Funding:

This project is being funded through the City's Wastewater CIP. The cost of Construction that Dominion is charging is \$225,194.10

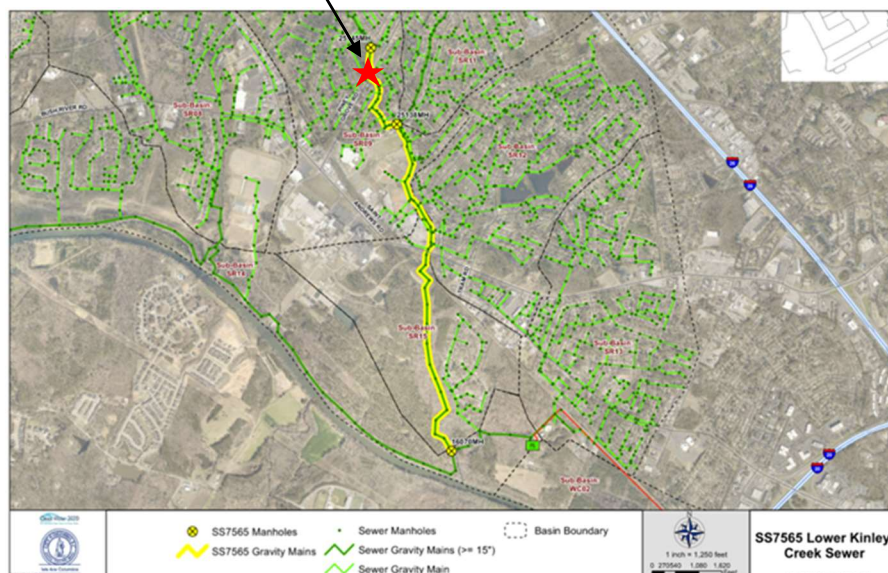
Current Project Status:

The Lower Kinley Creek Project is currently in the construction. Per the schedule provided by the consultant, construction on this particular section is scheduled for March 7th.

Project Contact:

Dillon Hodge
Project Manager
803.403.7610 Michael.Hodge@ColumbiaSC.gov

Dominion Gas Relocation





MEETING DATE: February 18, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Professional Services Contract for Project SS7640; New North Columbia Pumping Station and Phase 1 Force Main, as requested by Columbia Water on December 20, 2024. Award to Black & Veatch Corporation in an amount not to exceed \$1,481,005.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date four (4) years from commencement and the option to renew for two (2) additional one-year periods. This firm is located in Columbia, SC.

REQUISITION NO.: R231940

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Project - North Columbia Pump Station and Force Main Phase 1 - Capital Project Costs (5529999-SS764001-658650). The original budget amount is \$1,481,005.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

PURPOSE:

This is a Mentor Protégé Program project. Black & Veatch Corporation is the Mentor and will be performing project management and administration, preliminary engineering design, and coordination of field investigation services at 53.54% (\$792,905.00) of the total contract amount.

Highfill Infrastructure Engineering, PC, located in Columbia, SC, is the Protégé and will be performing design phase administration, geotech, Subsurface Utility Engineering (SUE), and wetland delineation services at 22.96% (\$340,100.00) of the total contract amount.

The following subconsultants will provide additional services:

Howard Engineering, Inc., a Minority Business Enterprise (W), located in Columbia, SC, will be performing electrical/instrumentation and control design services at 0.54% (\$8,000.00) of the total contract amount.

Hussey, Gay, Bell & DeYoung, Inc., located in Columbia, SC, will be performing field surveying services at 14.52% (\$215,000.00) of the total contract amount.

Veredantas, LLC, located in Anderson, SC, will be performing physical scale modeling services at 8.44% (\$125,000.00) of the total contract amount.

There were 21 respondents to RFQu004-23-24-KDD Wastewater Collection System Projects Professional Services.

ATTACHMENTS:

- **#a:** Memo.SS7640 New North Columbia PS_PS Professional Services (PDF)
- **#b:** Final.Contract.BlackandVeatch.SS7640NewNColaPumpStation (PDF)
- **#c:** Location Map.SS7640NColaPumpStat&FM (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: February 18, 2025

Subject: Recommendation for Approval
New Contract – Black & Veatch
SS7640 – New North Columbia Pump Station and Phase 1 Force Main

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of a New Contract with Black & Veatch to provide funding for Engineering services during design, bidding, and construction related to the New North Columbia Pump Station and Phase 1 Force Main.

The amount of the New Contract is \$1,481,005.00.

The purpose of this project is to assist the City of Columbia for design and construction of the New North Columbia Pump Station to be located at the old Eau Claire wastewater facility site. This pump station and the associated Phase 1 force main is a critical component of the Major WCTS system improvements required to address Consent Decree requirements and avoid sanitary sewer overflows. The services performed as a part of this Scope of Service include professional engineering services to perform planning, design, bidding, and construction oversight (resident project representative and general engineering services during construction).

This Project is a Clean Water 2020 project with Consent Decree clauses with no Liquidated Damages.

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

Black and Veatch Corporation
SS7640 New North Columbia Pumping Station and Phase 1 Force Main



CONTRACT FOR PROFESSIONAL SERVICES

This Contract is awarded under procurement method RFQu004-23-24-KDD Major and Minor Wastewater System Projects, Category 1 – Major.

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 Black and Veatch Corporation, (hereinafter referred to as the “Consultant”), to assist the City of Columbia for the planning, design, bidding, and construction oversight of the New North Columbia Pump Station to be located at the old Eau Claire wastewater facility 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 Consultant shall provide the scope of services more fully described in Exhibit A, attached hereto. The Consultant shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.
3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Consultant or recommended by the Consultant and approved by the City in writing.

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

4. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of this *Award* or a *Notice to Proceed* and a *valid Purchase Order from the City of Columbia* for an initial term of four (4) years, 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 any and 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 One Million Four Hundred Eighty One Thousand and Five Dollars and no/100 (\$1,481,005.00).

Black and Veatch Corporation
SS7640 New North Columbia Pumping Station and Phase 1 Force Main

- 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 Subconsultant 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 Consultant's/s' 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.

Black and Veatch Corporation
SS7640 New North Columbia Pumping Station and Phase 1 Force Main

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, Consultants, 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>N/A</u>	%
MBE	<u>N/A</u>	%
WBE	<u>0.54</u>	%
LSA	<u>N/A</u>	%

The Consultant will ensure SubConsultants 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 22.96%.

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

Black and Veatch Corporation
SS7640 New North Columbia Pumping Station and Phase 1 Force Main

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

Workers Compensation Insurance: The Consultant shall procure and shall maintain during the life of this 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 Consultant's/s 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) Annual 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 Contractor 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 Contractor and any Subconsultant of the Contractor 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* on the General Liability and Automobile policies.
- C. The Contractor 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 to the extent caused by the negligent acts, errors, errors, or omissions or failure to act by Contractor, 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, reasonable defense costs, legal fees and costs, and reasonable attorney's fees for an appeal.

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

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

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

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- 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, Consultant will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Consultant 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 with the exception of those standard details and specifications regularly used by the Engineer in its normal course of business, upon payment of all amounts rightfully due and owed, 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. Any reuse or modification of such data, documents or other information for purposes other than those intended by the Engineer in its scope of services shall be at the City's sole risk and without liability to the Engineer.
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 with the exception of those standard details and specifications regularly used by the Engineer in its normal course of business, upon payment of all amounts rightfully due and owed, 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. Any reuse or modification of such data, documents or other information for purposes other than those intended by the Engineer in its scope of services shall be at the City's sole risk and without liability to the Engineer.

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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

~~Black and Veatch Corporation~~
Black & Veatch

Name: Todd Carwell
 Title: Project Manager
 Address: 1141 Gervais Street, Suite 125
 Columbia, SC 29201
 Phone: (803) 403-8603
 Email: CarwellT@BV.com

16. **CONSENT DECREE**

- 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 Consultant's/s possession or control that relate in any manner to the Consultant's/s performance under this Contract ("Preserved Documents"). Upon the Consultant's/s 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 Consultant's/s rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all

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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 Consultant's/s failure to perform pursuant to the Contract.
- E. The Consultant shall perform the services pursuant to this Contract using sound Consultant 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. Engineer shall provide its services in accordance with the normal degree of care and skill of other reputable engineers providing similar services on similar projects of like size and nature at the same time and in the same locale as this project.
- 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.

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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 member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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“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, or as required by law, subpoena or other court order.
- 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 Consultants /SubConsultants, 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.

Black & Veatch

~~Black and Veatch~~ Corporation

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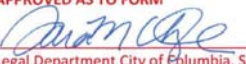
Witness the parties' respective hands and seals on the date first written below.

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date:

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 1/23/2025

BLACK & VEATCH
~~BLACK AND VEATCH~~ CORPORATION

William J. Wells / Vice President

Print: Name/Title


Signature

1/31/2025

Date:

(Corporate Seal)

Attest


Signature



1-31-25

Date:

Black and Veatch Corporation
SS7640 New North Columbia Pumping Station and Phase 1 Force Main

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

Exhibit E – Mentor Protégé Implementation Plan

EXHIBIT A - SCOPE OF SERVICES

City of Columbia CIP # SS7640 NEW NORTH COLUMBIA PUMP STATION AND FORCE MAIN PHASE 1

The services performed by Black and Veatch (“BV” or “Consultant” or “Engineer”) as a part of this Scope of Service include providing professional engineering services to the City of Columbia (CITY) for the NEW NORTH COLUMBIA PUMP STATION AND FORCE MAIN PHASE 1, including evaluation of alternatives and preparation of a Preliminary Engineering Report (PER). Engineering design, permitting, and construction phase services are to be addressed via a later amendment after the PER is accepted by the CITY. The CITY has advised this project is now currently planned to be publicly bid for construction. The general location of the project is shown in Figure 1 below. The project is generally described as follows:

New North Columbia Pump Station

This project proposes the construction of a new North Columbia Pump Station with a firm capacity of approximately 40 MGD, to be located at the old Eau Claire Treatment Facility site located off Mountain Drive adjacent to the Lower Crane Creek Equalization Storage Facility currently under construction. As part of the design of the Equalization Storage Facility, an area was preliminarily identified for the eventual construction of the new North Columbia Pump Station. The Crane Creek Facility work includes subsurface rock blasting within the limits of the proposed North Columbia Pump Station location. The blasted rock will be left in place for removal during the North Columbia Pump Station project.

North Columbia PS Force Main Phase 1

This project proposes the installation of the North Columbia PS Force Main for approximately 18,500 linear feet with 42-inch diameter pipe (or hydraulic equivalent). The force main will originate at the new North Columbia Pump Station and will discharge at an existing gravity sewer manhole located on the Congaree Outfall near the Canal Water Treatment Plant at the intersection of Laurel Street and Williams Street. Figure 1 depicts the force main alignment as indicated in prior planning documents prepared during planning for this project.



Figure 1

North Columbia PS Force Main Phase 2 (Future)

This future project proposes the extension of the North Columbia Pump Station force main for approximately 23,500 linear feet with a 42-inch diameter force main from Manhole NCPSFM-new-1611 to the discharge location at Manhole 14357MH, which will tie into the Congaree Outfall just past the Vulcan Quarry. This project will consider provisions needed for the future Phase 2 extension of the force main.

Scope of Services Overview

In general, (Consultant) will provide the following scope of services:

- Task 100 Design Phase Administration Services
- Task 200 Preliminary Planning, Investigation, Engineering, and Alternative Analysis (including review of available data)
- Task 300 Survey and Utility Mapping (including wetlands delineations)
- Task 400 Geotechnical Investigation
- Task 1100 Additional Services Allowances

The following tasks are not included in this scope of services and are planned to be performed under a future authorization after completion of the PER phase of this project.

- Task 500 Final Design
- Task 600 Permits and Property
- Task 700 Public Bidding Support
- Task 800 Engineering Services During Construction

- Task 900 Full-time Construction Inspection
- Task 1000 Project Closeout
- Task 1100 Additional Services Allowances – may include further scope

Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing HIGHFILL INFRASTRUCTURE ENGINEERING (HIGHFILL) as the Protégé. HIGHFILL will perform coordination of surveying, wetlands delineations and environmental investigations, permitting support, design support, and other miscellaneous services as requested on this project.

Other Subconsultant Identification:

- | | |
|--------------------------------|---|
| • Hussey, Gay, Bell: | Surveying and Subsurface Utility Mapping |
| • Bunnell Lammons Engineering: | Geotechnical Investigations |
| • Stutts Environmental: | Wetlands Delineations and Jurisdictional Determinations |
| • Verdantas: | Scale Physical Modeling |
| • Howard Engineering: | Lead Electrical Engineer and Designer |

TASK 100 –PER 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 design review and 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. Progress reports shall provide a summary of variances from project scope, budget, and schedule.
- Invoice monthly and include amounts invoiced by sub-consultants in accordance with the CITY's invoicing procedures.

120 Coordination Meetings

Throughout design of the project, Consultant will maintain regular contact through the CITY's staff. Progress meetings include:

- Overall Project and PER Kickoff meeting (in-person).

- Six (6) Formal Monthly Progress Meetings with CITY's Project Manager (virtual).
- Three (3) meetings with City Modeler (virtual).
- Draft and Final (15% design) Alternatives Analysis and Preliminary Engineering Report (PER) review meetings (virtual) – two (2) virtual meetings total.
- Public meetings are not included in this scope and are planned for future authorizations during the design phase of the project.

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 in 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 C.
- Consultant will conduct coordination meetings as outlined in Task 120.

140 Public Outreach

Not included in this scope of services, public outreach to be performed under future authorizations for this project.

150 Mentor-Protégé Program

Consultant and HIGHFILL INFRASTRUCTURE ENGINEERING 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 INFRASTRUCTURE ENGINEERING.
- Consultant will update the existing Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines."
- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.

- 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 an annual report to the City of Columbia's Office of Business Opportunities.

160 Task 100 Deliverables

- Monthly Progress Reports, Invoices, and Schedule updates
- Agenda and Minutes for the Kickoff Meeting
- Agenda and Minutes for (6) progress meetings
- Agenda and Minutes, with CITY review comments, from the two (2) PER milestone review meetings
- (1) Annual Mentor-Protégé Program Report

TASK 200 – Preliminary Planning, Investigation, Engineering and Alternative Analysis (including review of available data)

210 General Data Collection, Field Recon and Coordination

- Reference Attachment A “Responsibilities of the Owner” of this Scope of Services for information and documentation that CITY will provide to Consultant.
- Consultant will coordinate with the CITY to obtain existing water, sewer, and stormwater utility mapping in the project area.
- Consultant will obtain county tax map records for identifying property potentially affected by the project.
- Consultant will obtain SCDOT, RICHLAND COUNTY, and CITY maps for road and street right-of-way information.
- Consultant will contact other utilities (i.e., electric, gas, telecommunications, cable, etc.) in the area that can be determined from field observation for mapping and location information that may impact the proposed design.
- CITY Modeling Consulting to provide Basis of Design Report that Consultant will use to develop its own detailed PS and FM Models to evaluate design criteria.
- CITY will provide supporting data (flow projections and other relevant calculations), Technical Memorandum/Report, and relevant GIS layers relating to the existing hydraulic model.
- Consultant will meet (virtual) with CITY and CITY’s modeler to review and verify design flow for the new pump station. Up to three (3) meetings are anticipated.
- Consultant will meet (in-person) with CITY maintenance staff to identify any specific ongoing problems at the existing pump stations.

- Consultant to provide an early out analysis of the pump station layout options and provide a recommendation as to whether the existing area identified for construction of the New North Columbia Pump Station during the design of the Lower Crane Creek Equalization Storage Facility is adequate.

220 Alternative Analysis

- Consultant shall consider alternatives for force main sizing and redundancy along with maintenance requirements and the achievement of adequate flushing velocities (up to Build-Out Conditions) for the operation of the force main with a single or dual force main arrangement.
- Upon completion of Task 210, Consultant will proceed with routing alternative analysis for up to five (5) force main route alternatives. Based on the routing analyses and evaluations, Consultant will proceed with further hydraulics, pump design, and surge/transient evaluations on two (2) preferred routing alternatives as agreed upon by Consultant and the CITY.
- Consultant will use utility mapping, county property maps, and desktop data collection to determine possible force main routes.

230 Preliminary Agency Coordination and Meetings

- Consultant will identify all known regulatory agencies that may have jurisdiction in the project area to evaluate any permitting and notification actions required for future permitting task.
- Potential agencies are:
 - South Carolina Department of Environmental Services
 - U.S. Army Corps of Engineers – Wetlands and Waters of the State
 - Federal Emergency Management Agency – Floodway
 - Richland County Floodplain Management
 - Richland County – Storm Water
 - Richland County Department of Public Works
 - City of Columbia – Storm Water
 - City of Columbia Engineering Department
 - South Carolina Department of Transportation
 - Norfolk Southern Railway
 - CSX Railway
- In addition to regulatory agencies, the Consultant will coordinate with Dominion Energy to identify and address issues impacting design and construction scheduling.

240 Preliminary Utility Coordination and Meetings

- Upon selection of final design, Consultant will contact all known utilities located in the project construction area to coordinate any easements, encroachments, and design considerations to be addressed.
- Consultant will provide utility coordination for the project and request utility mapping from utility owners, as applicable.

250 Design Criteria

- Decision factors for the pump station and force main analysis include the following:
 1. Pump Station:
 - a. General project scope and background references.
 - b. Cost.
 - c. Constructability.
 - d. Access for Maintenance.
 - e. Public Impact.
 - f. Design criteria, including:
 - i. Design Flows - present and anticipated.
 - ii. Total dynamic head conditions and potential impact to motor sizing due to differing topography along the route alternatives.
 - iii. Surge and transient modeling.
 - iv. Redundancy.
 - v. Influent Wastewater characteristics.
 - vi. Applicable codes and standards, including fire and safety codes including code review and approval process.
 - vii. Local building, planning, and zoning department requirements including code review and approval process.
 - viii. Site considerations, including subsurface conditions, flood elevations, drainage requirements, etc.
 - ix. P&ID and Process Flow Diagrams.
 - x. Preliminary site plan, building layouts, and architecture.
 - xi. Determination if additional property acquisition for the pump station is needed, as well as if additional preblasting limits under the Lower Crane Creek Equalization Facility project is recommended.
 - xii. Condensed hydraulic profile of pump station.
 - xiii. Scale Physical Modeling is planned during the PER phase of this project and is included in this Scope of Services.
 - xiv. Operational monitoring and control systems.
 - xv. HVAC systems.
 - xvi. Electrical systems (including NEMA classifications).

- xvii. Structural design criteria.
- xviii. Communications systems.
- xix. Miscellaneous support systems.
- xx. Security systems.
- xxi. Utility requirements.

2. Force Main:

- a. Preliminary pipeline alignment.
- b. Cost.
- c. Constructability.
- d. Access for Maintenance.
- e. Public Impact.
- f. Design criteria, including:
 - i. Consideration of redundancy and force main piping approaches to achieve and maintain adequate flushing velocities over the life of the project.
 - ii. Operations and Maintenance needs including potential pig launch and recovery elements.
 - iii. Pipe materials.
 - iv. Basis of pipe design, including design standards, internal pressures, external loads, cover depth, trench width, embedment class, and backfill requirements.
 - v. Hydraulic analysis and condensed profile.
 - vi. Surge and transient modeling.
 - vii. Maximum working and test pressures.
 - viii. Anchorage of pipelines against hydraulic forces, including thrust blocks and restrained joints.
 - ix. Crossings including utilities, creek, street, highway, railroad, tunnels and borings.
 - x. Corrosion and cathodic protection requirements.
 - xi. Pipeline appurtenance types and locations, including isolation valves, air release/vacuum relief facilities, connections, groundwater barriers, and marker posts.
 - xii. Pressure testing and procedures.
 - xiii. Surface restoration requirements.
- g. Applicable codes and standards.
- h. Local and state regulatory and jurisdictional agency's requirements, including permits.
- i. Surveying services, including horizontal and vertical controls and datum.
- j. Conflicts with existing utilities.
- k. Geotechnical services.
- l. Easement and rights-of-way requirements.
- m. Coordination with other projects along the alternative pipe routes.

- n. Sensitive properties such as cemeteries or historically significant property.
 - o. Environmentally sensitive areas as identified by field investigations or desktop records research of publicly available data sources.
 - p. Location of cleaning facilities (i.e., pigging stations).
- Consultant will design the new pump station and force main in accordance with SCDES regulations, the CITY standards, permitting requirements, and standard civil engineering practices.

260 Opinion of Probable Construction Cost and Schedule

- As part of the alternative routing analysis the Consultant will prepare an opinion of probable construction cost for all pipeline routing alternatives considered and update the project schedule.
- Opinion of probable construction cost will also be prepared for the proposed pump station.

270 Scale Physical Modeling

- Scale physical modeling of the pump station design will be performed during the PER phase of the project by VERDANTAS under BV supervision.
- The physical modeling scope will generally involve initial VERDANTAS review and providing input for Consultant's use in developing the initial pump station design layouts. VERDANTAS will then fabric the physical model of the pump station and perform physical modeling. VERDANTAS will prepare recommendations for optimization of the pump station design based on results of the physical model.
- Consultant will schedule either a virtual or in-person witness test of the physical model for CITY upon receipt of CITY request per the terms of VERDANTAS' attached scope referenced above.
- Consultant will report to City progress and developments related to physical modeling work via the normal monthly progress reporting and monthly progress meetings. No physical modeling specific review meetings are planned.

280 Preliminary Engineering Report

- Consultant is to prepare a single draft PER for pump station and force main to include a summary of all PER phase work and engineering analyses and submit to the CITY for review and approval before proceeding to Task 300.
 - 1. The report shall provide a detailed account of the pump station site and the identified force main routing and redundancy alternatives and a

- summary of the evaluation above based on existing and future flow conditions and summarize all recommendations.
2. Recommendations to be consistent with potential CMOM regulations to improve reliability, reduce SSOs, increase safety, and reduce maintenance costs.
 3. The report shall include discussion of the advantages and disadvantages of alternative force main routes, recommendations for redundancy, achieving and maintaining adequate flushing velocities, and force main pig cleaning for the operation of the new force main and pump station.
 4. The report shall contain: relevant environmental features, traffic control requirements per review of the Manual of Uniform Traffic Control Devices (MUTCD) and coordination with SCDOT and the appropriate local agencies, existing structure demolition/abandonment, bypass pumping plan, location of critical manhole and a plan to maintain sewer service during construction, as needed.
 5. Force main routing alternatives and evaluations will be performed with publicly available desktop data such as GIS, National LiDAR database, aerials, roadway record drawings, or other available records. Utilities data will be based on outreach to utility owners and records as are provided to Consultant.
 6. Pump station design shall include recommendations and design based on findings of the VERDANTAS physical modeling described above.
 7. The report shall include a listing of relevant jurisdictional agencies and list the permits needed from each agency for this project.
 8. The report shall include preliminary cost estimates for all force main alternatives and for the recommended work that will be required at the new pump station and a detailed schedule for the recommended work.
- A Technical Review Committee (TRC) meeting (virtual) will be conducted to review the Draft PER (Draft 15% Design) submitted under this Task by the Consultant. The meeting should include the technical staff experienced with pump station rehabilitation/replacement work, but who are not involved with everyday project execution. The staff should “brainstorm” and review all collected data and assumptions along with all proposed recommendations and make suggestions on possible improvements. The Consultant shall document minutes of this TRC meeting.
 - Upon approval by the CITY, Consultant will finalize the report documenting the alternative analysis criteria, evaluation, decision process and findings to include the final recommendation and preliminary opinion of probable project cost. This submittal will be considered the 15% overall project completion review.

290 Preliminary Design Reviews

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

295 Task 200 Deliverables

- Agenda and Minutes from the two (2) PER review meetings (Draft and Final)
- Agenda and Minutes from the three (3) virtual meetings with CITY modelers
- Agenda and Minutes from the in person (1) meeting with CITY operations and maintenance staff
- Draft and Final Preliminary Engineering Report
- Records, logs, and notes documenting outreach to utility owners and regulatory agencies

TASK 300 – Survey and Utility Mapping

Once the final alternative has been approved by the CITY, field investigations shall be conducted in support of final design.

310 Wetlands Survey

- An Allowance is included in the fee for this scope of services to perform wetlands delineations as needed along the selected force main route and at the pump station site. Consultant and CITY will execute a Contingency Release Request based on the scope of delineation that will be determined after the PER phase has progressed sufficiently to that the force main route has been selected and the scope of wetlands delineation can be determined with reasonable certainty.
- The allowance value included in the fee for this scope of services has been developed based on the approximate project area of 18,500 LF by 50 LF for a total delineated area of 21.24 acres.
- Wetlands survey and delineation will generally involve records research and site investigation needed to identify and mark jurisdictional boundaries of wetlands and/or waters of the U.S. as needed to comply with Section 404 of the Clean Water Act, administered by the United States Army Corps of Engineers

(USACE), and Section 401 of the Clean Water Act. Consultant will delineate wetlands along the design area using the USACE Wetlands Delineation Manual (Environmental Laboratory, 1987), and the most recent supplementary technical literature for hydric soil, hydrology, and hydrophytic vegetation, and wetland hydrology indicators. Wetlands survey and delineation data will be used to identify project wetlands impacts, mitigation measures, and prepare appropriate permit submittals for approval by SCDES and USACE needed for the project.

- Wetland survey and delineation to be performed by STUTTS ENVIRONMENTAL AND WILDLIFE SERVICES under HIGHFILL supervision.

320 Field Survey

- Field survey is provided for in an allowance item. Basis of the allowance value is included below. Given the project uncertainties (force main alignment not final, trenchless crossing requirements not final, pump station footprint not known), the exact scope of field survey cannot be determined. The scope of Task 320 is intended to provide the CITY and Consultant with sufficient project resources to accommodate project needs as uncertainties are resolved during performance of the PER phase.
- Field Survey to be performed under BV supervision by HUSSEY, GAY, BELL. Consultant will request from CITY authorization to provide portions, or all of the Task 320 scope as described below:
 1. Consultant shall coordinate with CITY to send survey notification letters. Consultant to provide addresses and property owners.
 2. All surveying shall be in accordance with current Standards and Practice for Surveying and Mapping in the State of South Carolina and conducted using aerial LiDAR and imaging, conventional, GPS, or other accepted methods.
 3. Horizontal datum shall be: SC State Plane Coordinates NAD83 (2011)
 4. Vertical datum shall be: NAVD 88
 5. Survey is based on a force main route of approximately 18,500 linear feet. Provision has been made in the fee to allow for surveying of the selected route to a corridor width appropriate for design and construction of this project.
 6. Survey corridor specified to be right-of-way to right-of-way plus 15 feet of width where the corridor follows roadways, and 100 feet

centered on the PER alignment centerline where the corridor does not follow roadways.

7. Additional mapping outside the survey corridor to a width of 600 feet will be developed based on aerial LiDAR and imaging but will not be field checked and will not depict utilities.
8. The Consultant's surveyor will complete field surveying of the proposed design area. All relevant visual or physical features will be surveyed including tree lines (Tree surveys in accordance with City's and/or County's Tree Protection Ordinances can be included upon approval of the final PER alignment), rock outcroppings, structures, geotechnical bore locations, 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 along the design area. Consultant's surveyor shall locate existing sanitary sewer manholes, property boundaries, and other existing utilities and physical features within the design area. Consultant's surveyor shall recover existing vertical control points. Temporary benchmarks (TBMs) will be established on the existing and/or proposed project site.
9. Locate both horizontally and vertically (where appropriate) within the design area, all exposed structures, land features, property corners (as required to determine the location of property lines of affected parcels and road rights-of-way), marked utilities, etc., such as, but not limited to, structures (wet wells, valve vaults, panels); 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 lines; and any other miscellaneous aboveground structure or feature.
10. State and County ROWs and 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.

11. The Consultant shall determine the necessary corridor to be surveyed for this project. At a minimum topographic survey and cross sections will include the complete project area and cover the area from the edge of pavement to the limits of a temporary construction easement. Initial survey fee based on information available to Consultant at the time of Scope development. This fee is subject to change based on the final force main alignment recommendation in the PER. Consultant and CITY will execute a Contingency Release Request based on the scope of survey needed for the selected force main route (Task 1100).
12. From the survey data, the survey subcontractor shall prepare final AutoCAD 2010, or newer, 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.

330 Property Research and Easement Exhibits

- Property research needed to identify property owners and existing easement encumbrances and limits shall be performed under Task 320 above.
- Preparation of easement exhibits and/or metes and bounds of easement limits is not included in this scope of services. Such work shall be included in the future design phase authorization for this project.

340 Utility Mapping Investigation

- An Allowance is included in the fee for this scope of services to perform subsurface utility investigations and mapping preparation as needed along the selected force main route and at the pump station site. Consultant and CITY will execute a Contingency Release Request based on the scope of surveying that will be determined after the PER phase has progressed sufficiently to that the force main route has been selected and the scope of utility mapping investigation can be determined with reasonable certainty.
- Consultant will develop a detailed scope and fee to be included with the Contingency Release Request that will define the needed utility mapping investigation. The allowance value included in the fee for this scope of services has been developed after scoping level review of the project and is based on Consultant's opinion of adequate funding needed for the project.
- Utility mapping investigations will generally involve SC811 research to identify utility owners in the project area, and utility surveying to Quality Level A, B, or C as defined in ASCE 38-22 and will be further defined in the contingency release order for this work when so ordered.
- Horizontal datum shall be: SC State Plane Coordinates NAD83 (2011)
- Vertical datum shall be: NAVD 88

- Utility mapping and investigations to be performed by HUSSEY, GAY, BELL under HIGHFILL supervision.
- During the PER phase, Consultant will be performing utility outreach to obtain utility owner records for use in the work of the PER (approximating to QL-D level of detail). Separate from the Allowance for this task, up to 20 Quality Level-A Test Holes have been included in this PER phase scope to confirm key utility locations as needed during the force main alignment evaluation and PER level design. PER phase performed test holes shall be GPS located on the horizontal and vertical datums shown above.

350 Task 300 Deliverables

- Deliverables will be defined in the detailed scope of the contingency release requests issued under this task.

TASK 400 – Geotechnical Investigation

410 Field Investigation

- Geotechnical investigation is provided for in an allowance item. Basis of the allowance value is included below. Given the project uncertainties (force main alignment not final, trenchless crossing requirements not final, pump station footprint not known), the exact scope of geotechnical investigation cannot be determined. The scope of Task 400 is intended to provide the CITY and Consultant with sufficient project resources to accommodate project needs as uncertainties are resolved. During performance of the PER phase, Consultant will request from CITY authorization to provide portions, or all of the Task 400 scope as described below, as required based on the result of the PER investigations.
- Geotechnical services to be performed under HIGHFILL supervision by BUNNELL LAMMONS ENGINEERING to provide subsurface soil conditions at the design area. Borings will be performed to determine soil conditions as follows:
 1. Proposed Pump Station Site:
 - a. Two (2) borings within the pump station footprint drilled to a minimum depth of 50 feet. Should rock be encountered, rock coring will be performed to advance the depth up to 50 feet.
One (1) boring within the anticipated generator pad structure (anticipated to elevated 10 ft. or more above ground due to flood elevations) to a depth of 40 feet. Should rock be encountered, rock coring will be performed to advance the depth up to 40 feet.

2. Pipeline:
 - a. Ten (10) borings to a depth of 15 feet or refusal are included to allow for limited geotechnical investigation of alternative force main routing during the PER phase of the project.
 - b. Five (5) borings at trenchless crossing locations along the final selected force main route are included. Sufficient vertical linear footage of drilling has been included for up to 150 feet of depth combined, to be distributed as needed at the various crossing locations as the depths will vary with location. Should rock be encountered, rock coring will be performed to advance the depth up to 5 feet below the anticipated sewer invert at the crossing. These borings are for use in evaluating rock conditions that the potential force main routes may encounter, including trenchless crossing locations. Borings are to refusal only.
3. Total Drilling Quantities: Task 400 allowance value includes provision for up to approximately 75 linear feet of NQ rock coring. Fifteen (15) bulk samples will be collected during drilling and coring for use in the laboratory testing described herein.
4. Groundwater levels: The allowance value includes provision for up to five (5) piezometers to be installed at locations as determined by Consultant during performance of the work. The allowance value also includes provision for up to five (5) slug tests to identify potential areas of high groundwater flow that would affect trenchless construction methods and/or dewatering operations during construction.
5. Laboratory Testing: the allowance value includes provision for the following laboratory tests, to be employed as determined needed by Consultant during performance of the work.

▪ Atterberg Limits:	7 total tests
▪ Grain Size Distribution:	7 total tests
▪ Standard Proctor:	7 total tests
▪ Modified Proctor:	7 total tests
▪ Moisture Content:	7 total tests
▪ Unconfined Compression	
Testing of Rock:	5 total tests
▪ pH	5 total tests
▪ Resistivity:	5 total tests
▪ Water Soluble Sulfate:	5 total tests
▪ Water Soluble Chloride:	5 total tests
6. Hazardous or Contaminated Soils Testing: Not included in Task 400. Provision is made for such testing under the Task 1100 Additional Services task.

- Groundwater levels will be monitored and reflected on the boring logs. Borings may be left open until end of day if safe to do so to allow groundwater levels to be observed. Borings shall be backfilled no later than the next day after drilling using boring cuttings. No restoration beyond backfilling bore holes has been anticipated in this scope of work except that borings within pavement surfaces will be restored with asphalt patching materials.
- Soil samples will be tested in a laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer. The results of field and laboratory testing will be evaluated by a professional geotechnical engineer licensed in the State of South Carolina.
- This information will be used to design pipe bedding details, evaluate soils for potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, inform trenchless crossing design and construction requirements, and estimate amounts of additional suitable backfill material needed (if any) for the project. The information will also be used to develop pump station foundation design recommendations and design criteria, evaluate if further need for seismic site response testing is needed, and buried structural design recommendations and loading criteria for vertical walls, and buoyance impacts. A Geotechnical Engineering Report will be prepared based on the results of the evaluation that details the results of the testing performed. The report will include the following:
 1. Computer generated boring logs with soil stratification based on visual soil classification.
 2. Summarized laboratory data.
 3. Groundwater levels observed during and after completion drilling;
 4. Boring location plan.
 5. Subsurface exploration procedures.
 6. Encountered soils conditions.
 7. Subgrade preparation/earthwork recommendations including minimum relative density requirements.
 8. Anticipated excavation conditions, including difficult excavation and groundwater conditions.
 9. Pump station foundation and buried structural design recommendations and criteria.
 10. Recommendation if seismic site response testing is needed (which will be performed under Task 1100 Additional Services if needed).
- Consultant will obtain all SCDOT and CITY permits required to conduct investigation on public right-of-way. CITY will obtain right of entry and investigation as required on private property.

420 Task 400 Deliverables

- Geotechnical Engineering Report

TASKS 500 through 1000 – Not included in this scope of services. To be performed during future project phases after completion of the PER phase of this project.

TASK 1100 – Additional Services Allowance

1110 General Tasks

The CITY reserves the right to amend this Agreement so that Consultant may furnish additional services such as those listed below:

- Condition assessment of the existing sewer force mains.
- Hazardous materials investigations and testing at the new pump station site or at sites along the force main route.
- Ongoing field investigation and detailed design relating to North Columbia PS and Force Main Phase 1.
- Field investigation and detailed design relating to North Columbia PS Force Main Phase 2.
- Additional Surveying outside original scope or for Record Drawings.
- Additional geotechnical investigations beyond the limits defined and priced in Task 400 herein.
- Permitting.
- Bidding.
- Engineering services during construction.
- Full or part-time construction inspection.
- Project Closeout.
- Flood Study or Flood Impact Analysis.
- Professional engineering services related to additional or extended design services.
- Compensatory mitigation for wetlands impacts.
- Modifications to the PER design after the Final PER is accepted by CITY.

1120 Contaminated Soil and Hazardous Material Sampling Testing

- Upon CITY authorization, Consultant's geotechnical subconsultant shall obtain samples and perform field or laboratory testing to identify the presence or absence of contaminated soils or other hazardous materials. The nature of testing and location will be determined during the progress of work and provided to the CITY for review and approval before proceeding with Task 1120 testing.

1130 Seismic Site Response Testing

- Upon CITY authorization, Consultant's geotechnical subconsultant shall perform seismic site response testing at the pump station site if determined necessary by Consultant. City review and approval of this testing shall be obtained prior to proceeding with Task 1130 testing.

1140 Odor Treatment

- Upon CITY authorization, Consultant will prepare odor treatment design provisions for the new pump station and/or force main air release valves and/or the force main discharge location. City review and approval of this work shall be obtained prior to proceeding with Task 1140.

For services rendered under Task 1100 - Additional Services Allowance, 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.

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:

- The CITY will provide Consultant access to CITY GIS for water and sewer infrastructure drawings and data.
- CITY will provide all blasting reports for the wet weather storage facility.
- CITY will provide supporting data (flow projections and other relevant calculations), Technical Memo/Report, and relevant GIS layers relating to the existing hydraulic model.
- CITY will provide the Phase 2 point of connection and hydraulic conditions.
- Help in gaining access to all pump stations, sewers and sewer easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to the CITY's sewer system and assist the Engineer with gaining safe access.
- For manholes and sewer lines that may be surrounded by water of depth over 8" or require access to the right-of-way through water, assist Consultant by providing use of the CITY's amphibious, all terrain, off-road vehicle (Argo).
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Provide available data as requested.
- Help in coordination efforts with other CITY departments as needed for the project.

ATTACHMENT B TO EXHIBIT A
PRELIMINARY DRAWINGS LIST

Not included with this Scope of Services, to be included under future authorizations for this project.

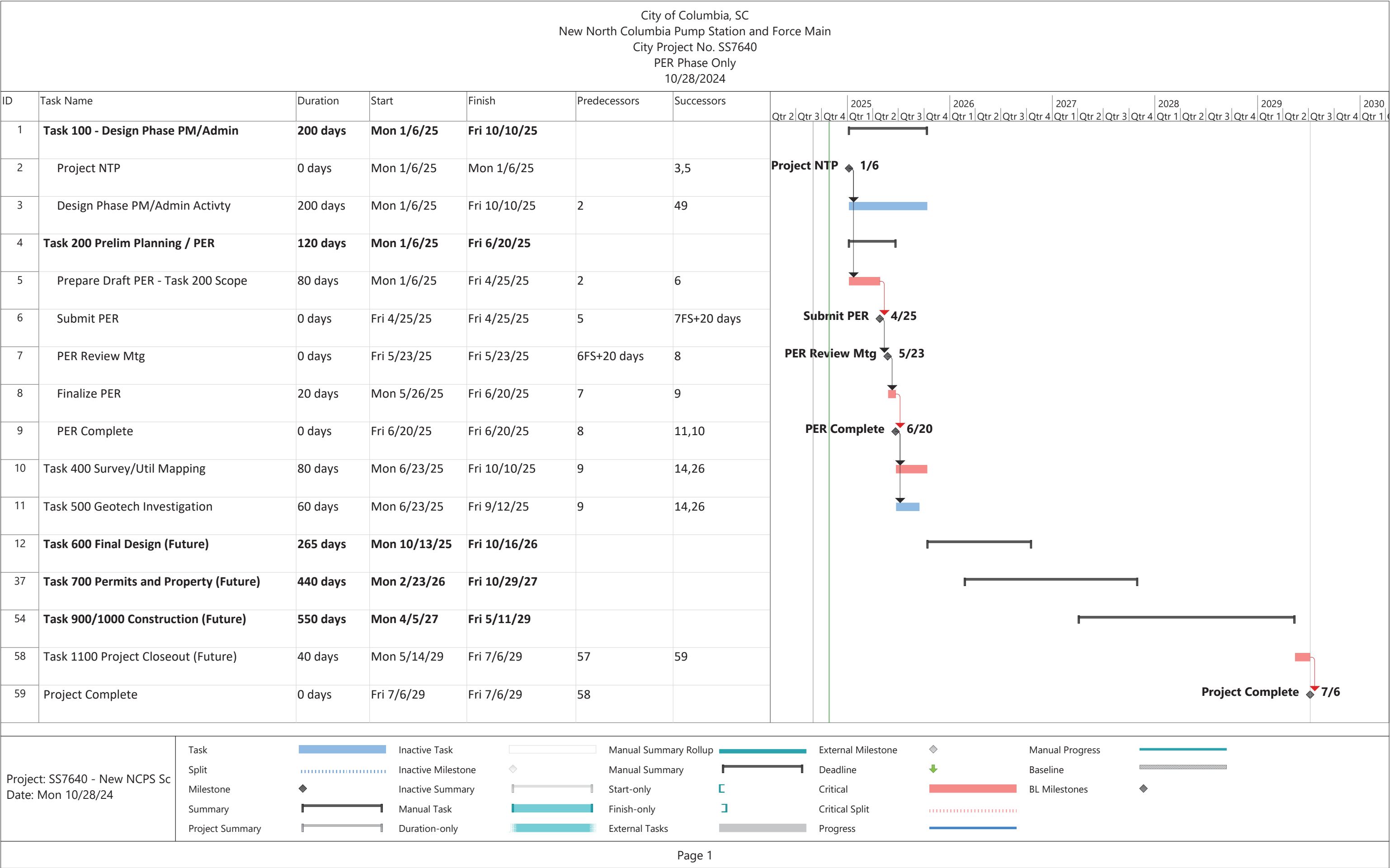


EXHIBIT C - COMPENSATION

City of Columbia

CIP # SS7640

New North Columbia Pump Station and Force Main Phase 1

Compensation for services provided under Tasks 100 through 1100 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$1,481,005.00. This includes \$994,965.00 of lump sum tasks, as well as \$486,040.00 of NTE tasks. Lump Sum and NTE tasks are clearly labeled in the chart below.

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

Task	Description	Type	Subconsultants	Total
100	Design Phase Administration Services	LS	\$32,500.00	\$186,119.00
200	Preliminary Planning, Investigation, Engineering and Alternative Analysis (including review of available data)	LS	\$268,000.00	\$774,204.00
300	Survey and Utility Mapping (including wetlands delineations)	LS	\$12,000.00	\$20,519.00
400	Geotechnical Investigation	LS	-	\$14,123.00
1100	Additional Services Allowances	NTE	\$375,600.00	\$486,040.00
	Total of Contract		\$ 688,100.00	\$ 1,481,005.00
	% of Contract to Subconsultants		23.50%	
	% of Contract to Protégé		22.96%	

The Engineer's requirement for Subconsultant and/or Protégé Participation is 20%.

Engineer fee includes a 5% escalation for calendar year 2025.

EXHIBIT D - BUSINESS INFORMATION RECORD for SUBCONSULTANTS/SUBCONTRACTORS**15.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)
Highfill Infrastructure Engineering, PC DUNS # 080560074 CAGE # 7TNP3	V016533	Design Phase Administration, Preliminary Design, Geotech, SUE, Wetland Deliniation	\$340,100.00	22.96%	SBE	
Howard Engineering, Inc. DUNS # 961613825 CAGE # 7NMR0	V01110	Electrical/I&C Design	\$8,000.00	0.54%	WBE	FB
Hussey Gay Bell & DeYoung, Inc. DUNS # 808673086 CAGE # 4Y1K45	V011453	Field Surveying	\$215,000.00	14.52%	LBE	
Verdantas, LLC DUNS # 120591235/CAGE # 3QBN6	N/A	Physical Scale Modeling	\$125,000.00	8.44%	N/A	

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 \$ 688,100.00 (Subs + Protege)

TOTAL CONTRACT AMOUNT: \$ 1,481,005.00

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

Business Name: - Black & Veatch Corporation

Representative Name/Title: Jeff Wells, P.E. / Vice President

Date: January 7, 2025



CITY OF COLUMBIA

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

EXHIBIT E – MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: December 5, 2024 Mentor Amount: \$1,140,905.00
(including subcontractors or sub consultants amounts)
Project Name: New North Columbia PS and FM - Phase 1 Mentor % of Total Contract: 77.04%
(include 2 decimal places)
Project #: SS7640 Protégé Amount: \$340,100.00
Mentor: Black & Veatch Corporation Protégé % of Total Contract: 22.96%
(include 2 decimal places)
Protégé: Highfill Infrastructure Engineering, PC Duration of the Project: 9 months
Total Project Contract Amount: \$1,481,005.00

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

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

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

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

Address contractual relationship, general roles and informal teaming arrangements.

A formal subconsultant agreement will be signed between Black & Veatch and Highfill Infrastructure Engineering, PC (Highfill) clearly defining the scope of work Highfill is to provide including the contract amount and schedule. Highfill's role in the project will be to primarily provide project coordination and administration, preliminary design, and coordination of field investigative services. Regular meetings will be scheduled between Black & Veatch and Highfill to coordinate efforts.

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

This phase of the project includes project administration and preliminary design and will provide an opportunity for the Protégé to participate in project management and technical design through the evaluation of force main route alternatives for development of the preliminary engineering report. Both areas are identified as general goals for growth.



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

A detailed schedule for project deliverables will be developed and agreed upon by the Mentor - Protégé team. Each deliverable will be given a milestone date for when it needs to be completed. Protégé's success will be measured on meeting the milestone dates and producing quality work that is on budget.

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

Mentor:

Key personnel includes Robert Osborne, PE (Project Director), Todd Carwell, PE (Project Manager), Kirby Dobberfuhr (Technical Lead), Joe Ussery (Engineering Manager), Jessica Rhoads (Project Engineer). Black & Veatch currently has the equipment, materials, and insurance to perform the project.

Protégé:

Key personnel includes Ray Cox, PE, Dave Johnson, PE, Bobby Fuller. Highfill currently has the equipment, materials, and insurance to perform the project.

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

List Subcontractors Names below: (Do not include Protégé)	Who will the subcontractor report to?	Who is responsible for payment of the subcontractor?
Hussey Gay Bell (Field Surveying)	Black & Veatch	Black & Veatch
Howard Engineering	Black & Veatch	Black & Veatch
Verdantas	Black & Veatch	Black & Veatch
Hussey Gay Bell (SUE)	Highfill	Highfill
Bunnell-Lammons Engineering	Highfill	Highfill
Stutts Environmental & Wildlife Services	Highfill	Highfill

Special Arrangements:

Field surveying by Hussey Gay Bell will be done through direct contract with Black & Veatch while SUE completed by Hussey Gay Bell will be done through direct contract with Highfill. This was done in an effort to allow the Protégé to be in charge of preliminary utility identification/coordination that will directly impact selection of the final force main alternative which they will be actively evaluating along with Mentor.



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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:

Provide project management and administration, preliminary engineering design for the new pump station and force main(s), coordination of field investigative services.

b. Description of Protégé responsibilities on project:

Provide project management and administration, preliminary engineering design for the new pump station and force main(s), coordination of field investigative services.

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

Development of preliminary site layout for new pump station. Evaluate force main route alternatives for new pump station. Draft preliminary engineering report for recommendation and selection of final force main route for detailed design.

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

Task 100 - Design Phase Project Management and Administration (9 months)

Task 200 - Preliminary Planning, Investigation, Engineering, and Alternative Analysis (5 months)

Task 300 - Survey and Utility Mapping (3.5 months)

Task 400 - Geotechnical Investigation (2.5 months)

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

Protégé meetings with design team will include:

Project Kick-off Meeting

Final PER review meeting

Monthly project progress meetings

Weekly project review meetings with Mentor

Coordination meetings with City and City Modeler

15% Design PER Review Meetings

Meeting with City Maintenance Staff

TRC Meeting

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

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



CITY OF COLUMBIA

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

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

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

EXECUTED by Black & Veatch Corporation (Mentor Firm) this 10th day of December 2024.
Corporate SEAL

By: William J. Wells, PE 
Title: Vice President
Firm Name: Black & Veatch Corporation



ATTEST: 
By: _____
Title: Assistant Secretary

EXECUTED by Highfill (Protégé Firm) this 10th day of December 2024.
Corporate SEAL

By: John W. McLaughlin, PE 
Title: Vice President
Firm Name: Highfill Infrastructure Engineering, PC



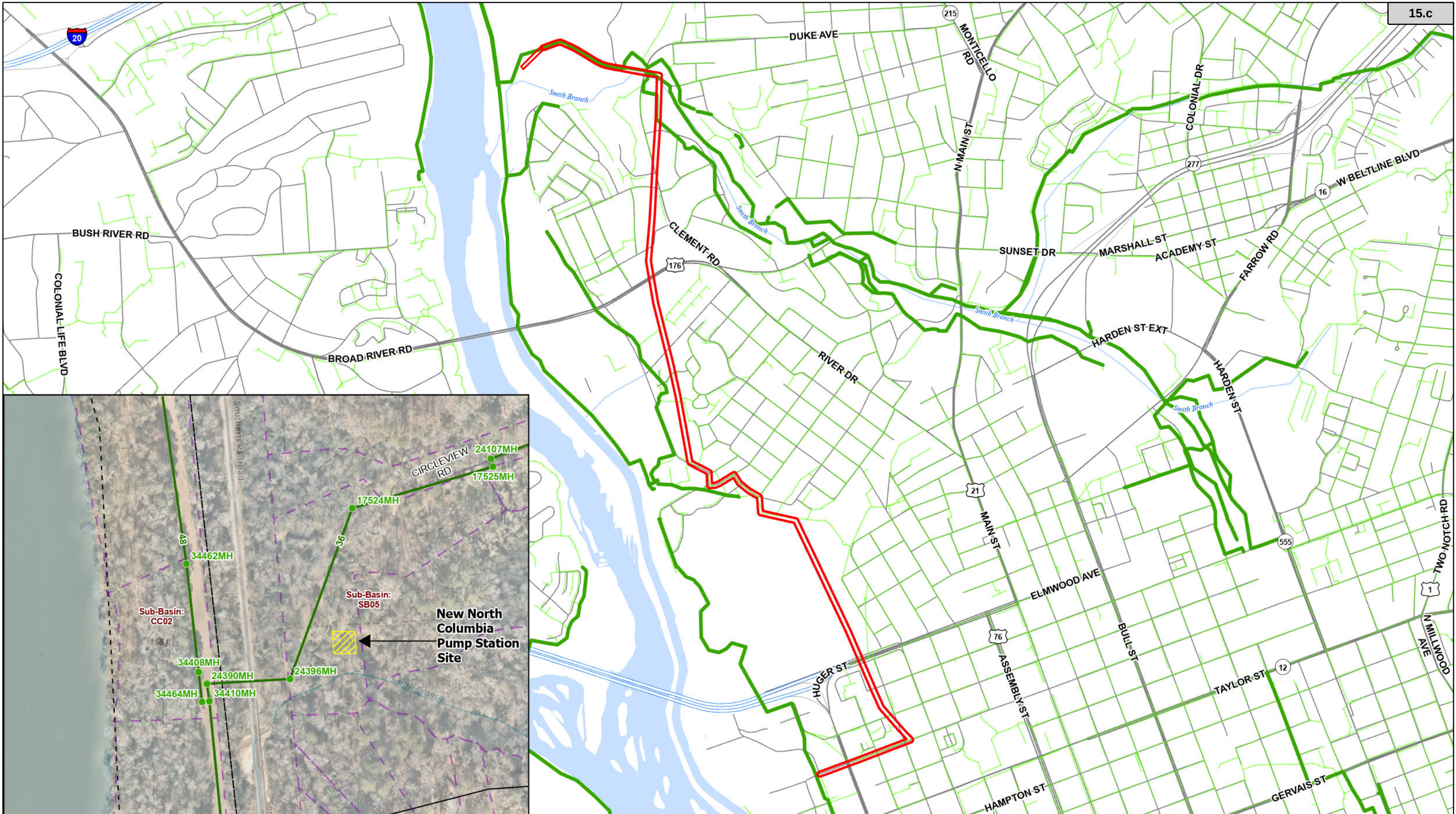
ATTEST: 
By: David P. Johnson, PE
Title: Project Manager

RECOMMENDED FOR APPROVAL:

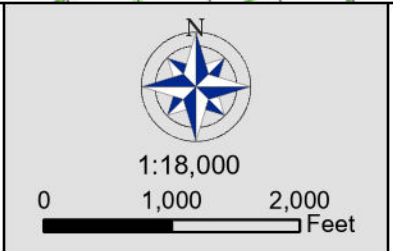
EXECUTED by the Office of Business Opportunities - Compliance on this 13th day of December 2024.

By: LaTonya B Germany

Title: Program Compliance Specialist



-  Sewer Manhole
-  Sewer Gravity Mains ($\geq 15"$)
-  Sewer Gravity Main
-  New Force Main
-  Parcels
-  Basin Boundary



SS7640
New North Columbia
PS and FM Phase 1



MEETING DATE: February 18, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-005 - An Ordinance Providing for an Installment Plan of Finance for Undertaking or Completing Certain Downtown City Projects; approving Columbia Facilities Corporation and its activities, including the issuance by the Corporation of not exceeding \$54,000,000 principal amount of its Installment Purchase Revenue Bonds, in one or more series, tax-exempt or taxable; approving the forms of or authorizing the execution and delivery of one or more amendments or supplements to the Base Lease and Conveyance Agreement and the Installment Purchase and Use Agreement each Dated May 19, 2021 and between the City of Columbia, South Carolina and the Corporation and the Trust Agreement dated May 19, 2021, between the Corporation and Regions Bank, as Trustee; authorizing the preparation of a Bond Purchase Agreement, Official Statement and other documents with respect to the marketing and sale of such bonds; delegating authority to the Mayor, the City Manager and the Assistant City Manager for Development and Finance, or any two of them acting together, to approve and determine certain matters; and other matters relating thereto

REQUISITION NO.: 2025-005

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:
First reading approval was given on February 4, 2025.

ATTACHMENTS:

- **#a:** 2025-005 - Ordinance authorizing 2025 Installment Purchase Revenue Bonds (Columbia)(55253597.3) (DOC)

HISTORY:**02/04/25****Columbia City Council APPROVED ON FIRST READING.**

ORDINANCE NO. 2025-005

AN ORDINANCE PROVIDING FOR AN INSTALLMENT PLAN OF FINANCE FOR UNDERTAKING OR COMPLETING CERTAIN DOWNTOWN CITY PROJECTS; APPROVING COLUMBIA FACILITIES CORPORATION AND ITS ACTIVITIES, INCLUDING THE ISSUANCE BY THE CORPORATION OF NOT EXCEEDING \$54,000,000 PRINCIPAL AMOUNT OF ITS INSTALLMENT PURCHASE REVENUE BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE; APPROVING THE FORMS OF OR AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE AMENDMENTS OR SUPPLEMENTS TO THE BASE LEASE AND CONVEYANCE AGREEMENT AND THE INSTALLMENT PURCHASE AND USE AGREEMENT EACH DATED MAY 19, 2021 AND BETWEEN THE CITY OF COLUMBIA, SOUTH CAROLINA AND THE CORPORATION AND THE TRUST AGREEMENT DATED MAY 19, 2021, BETWEEN THE CORPORATION AND REGIONS BANK, AS TRUSTEE; AUTHORIZING THE PREPARATION OF A BOND PURCHASE AGREEMENT, OFFICIAL STATEMENT AND OTHER DOCUMENTS WITH RESPECT TO THE MARKETING AND SALE OF SUCH BONDS; DELEGATING AUTHORITY TO THE MAYOR, THE CITY MANAGER AND THE ASSISTANT CITY MANAGER FOR FINANCE AND ECONOMIC SERVICES, OR ANY TWO OF THEM ACTING TOGETHER, TO APPROVE AND DETERMINE CERTAIN MATTERS; AND OTHER MATTERS RELATING THERETO.

Enacted _____, 2025

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, SOUTH CAROLINA, AS FOLLOWS:

Section 1. Definitions. The terms defined in this Section for all purposes of this Ordinance shall have the respective meanings as set forth in this Section. The term:

“2021 Assignment Agreement” means the Assignment Agreement dated May 19, 2021, from the City to the Trustee, as the same may be amended and supplemented from time to time, including particularly the Amendments.

“2021 Base Lease” means the Base Lease and Conveyance Agreement dated May 19, 2021, between the City and the Corporation, as the same may be amended and supplemented from time to time, including particularly the Amendments.

“2021 Bonds” means \$54,625,000 original principal amount Columbia Facilities Corporation Installment Purchase Revenue Bonds (City of Columbia Project), Taxable Series 2021.

“2021 Facilities” shall have the meaning ascribed in the 2021 Purchase and Use Agreement.

“2021 Projects” means the acquisition, improvement, construction, renovation and equipping of certain public facilities, all as described on Exhibit A hereof, as the same may be amended from time to time.

“2021 Purchase and Use Agreement” means the Installment Purchase and Use Agreement dated May 19, 2021, between the City and the Corporation, as the same may be amended and supplemented from time to time, including particularly the Amendments.

“2021 Real Property” means the respective parcels of real property upon which certain improvements (including the Conveyed Improvements and the 2021 Projects), fixtures and personal property are located and comprising a portion of the 2021 Facilities, situated in the City and described in Exhibit A to the 2021 Base Lease, as the same may be amended (including particularly by the Amendments) from time to time.

“2021 Trust Agreement” means the Trust Agreement dated May 19, 2021, between the City and the Trustee, as the same may be amended and supplemented from time to time, including particularly the Amendments.

“Additional Real Property” shall have the meaning ascribed in the 2021 Base Lease.

“Amendments” shall have the meaning set forth in Section 3 hereof.

“Ancillary Projects” shall have the meaning ascribed in the 2021 Purchase and Use Agreement, including any Additional Ancillary Projects as described on Exhibit A hereof.

“Authorized Officer” shall have the meaning set forth in Section 4 hereof.

“Bond Counsel” shall mean Burr & Forman, LLP and Johnson Toal & Battiste, P.A.

“Bond Insurance Policy” means the municipal bond insurance policy or similar guarantee to be issued by the Bond Insurer, if any, to insure the scheduled payments of the 2021 Bonds or the New Bonds. No Bond Insurance Policy was issued with respect to the 2021 Bonds.

“Bond Insurer” means the municipal bond insurance company, if any, selected by the Corporation to issue the Bond Insurance Policy or Surety Bond, if any, with respect to the 2021 Bonds or the New Bonds. There was no Bond Insurer with respect to the 2021 Bonds.

“City” means the City of Columbia, South Carolina.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, or any successor internal revenue laws of the United States enacted by the Congress of the United States in replacement thereof. References to the Code and sections of the Code include relevant applicable regulations, temporary regulations and proposed regulations thereunder and any successor provisions to those sections, regulations, temporary regulations or proposed regulations.

“Conveyed Improvements” shall have the meaning set forth in the 2021 Purchase and Use Agreement.

“Corporation” means Columbia Facilities Corporation, a South Carolina nonprofit corporation, and its successors and assigns.

“Council” means the City Council of the City.

“Financial Advisor” means Stifel Nicolaus & Company, Incorporated.

“Financed Projects” shall have the meaning in Section 2(d) hereof.

“New Bonds” means the not exceeding \$54,000,000 principal amount Columbia Facilities Corporation Installment Purchase Revenue Bonds (City of Columbia Project), in one or more series, tax-exempt or taxable, or such other appropriate designation.

“Ordinance” means this Ordinance No. 2025-___ of the Council.

“Placement Agent/Underwriter(s)” means such firm or other entity as designated by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together (acting upon the recommendation of the City’s Financial Advisor), relating to the sale of the New Bonds.

“Purchase Contract” means the Bond Purchase Agreement, if any, relating to the New Bonds between the Placement Agent/Underwriter and the Corporation dated as of a date as may be determined by the parties thereto.

“Refunded Bonds” means the \$4,200,000 original principal amount City of Columbia, South Carolina Special Obligation Bond (Hospitality Fee Pledge), Taxable Series 2019 (Junior Lien), which were refunded with a portion of the proceeds of the 2021 Bonds.

“South Carolina Code” means the Code of Laws of South Carolina 1976, as amended.

“Surety Bond” shall mean the municipal debt service surety bond policy or similar guarantee to be issued by the Bond Insurer, if any, to satisfy the Reserve Requirement (as defined in the 2021 Trust Agreement) for the 2021 Bonds or the New Bonds. There was no Reserve Requirement for the 2021 Bonds and no Surety Bond was issued with respect to the 2021 Bonds.

“Trustee” means the Regions Bank or another bank or financial institution selected by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, and its successors and assigns, as trustee.

Section 2. Findings and Determinations. The Council hereby finds and determines:

(a) The City is an incorporated municipality located in Richland County and Lexington County, South Carolina, and as such possesses all powers granted to municipalities by the Constitution and laws of this State. Section 5-7-30 of the South Carolina Code provides, in part, that municipalities may enact ordinances, not inconsistent with the Constitution and general law of the State, respecting any subject which appears necessary and proper for the security, general welfare, and convenience of the municipality and for the preservation of the general health, peace, order and good government in the municipality. Further, under the case of Williams v. Town of Hilton Head, 429 S.E.2d 802 (1993), a municipality may enact regulations (ordinances) without the requirement for further specific statutory authorization so long as such regulations are not inconsistent with the Constitution and general law of the State.

(b) Section 5-7-40 of the South Carolina Code empowers all municipalities of the State to own and possess property within and without their corporate limits, real, personal or mixed, without limitation, and requires, in the case of a sale, alienation, conveyance, lease or other disposition of real or mixed property, authorizing action by the council for such municipalities to be effected by ordinance.

(c) The City heretofore authorized by ordinance an installment plan of finance (the “2021 Installment Plan”) to undertake the 2021 Projects and entered into the 2021 Base Lease and the 2021 Purchase and Use Agreement under which:

(i) the City leased the 2021 Real Property and conveyed the Conveyed Improvements to the Corporation for the Base Lease Term (as defined in the 2021 Base Lease);

(ii) the Corporation agreed to issue the 2021 Bonds, which 2021 Bonds were subsequently issued pursuant to the 2021 Trust Agreement;

(iii) the proceeds of the 2021 Bonds were used to (a) defray the costs of the 2021 Projects; (b) pay a portion of the interest coming due on the 2021 Bonds; (c) prepay the Base Lease Rent (as defined in the 2021 Base Lease) which was used by the City to refund the Refunded Bonds and to defray the costs of the Ancillary Projects; and (d) pay certain costs and expenses relating to the issuance of the 2021 Bonds;

(iv) the Corporation agreed to sell the 2021 Facilities to the City; upon payment by the City of Base Payments (as defined in the 2021 Purchase and Use Agreement) in connection with such sale of the 2021 Facilities, title to an undivided interest in the 2021 Facilities equal to the percentage of the Purchase Price (as defined in the 2021 Purchase and Use Agreement) represented by such payment transferred and continues to transfer from the Corporation to the City without further action by either party;

(v) subject to an Event of Nonappropriation (as defined in the 2021 Purchase and Use Agreement), the City agreed to pay to the Trustee as assignee of the Corporation or to the Corporation (as

applicable), Base Payments and Additional Payments (as defined in the 2021 Purchase and Use Agreement) (together, the “Installment Payments”) in such amounts and at such times as will be specified in the 2021 Purchase and Use Agreement;

(vi) the 2021 Purchase and Use Agreement and the 2021 Trust Agreement granted certain rights to the Trustee for the benefit of the Bondholders or the Bond Insurer, if any, upon the occurrence of an Event of Default (as defined in such agreements) or an Event of Nonappropriation under the 2021 Purchase and Use Agreement, including the right of the Trustee for the benefit of the Bondholders or the Bond Insurer, if any, to propose a division of the 2021 Facilities and the right to direct the Trustee to pursue any remedies granted under such agreements; and

(vii) pursuant to the 2021 Trust Agreement and the 2021 Assignment Agreement, the Corporation’s right to receive the Base Payments and certain other payments as provided in the 2021 Trust Agreement and the 2021 Purchase and Use Agreement (with certain exceptions as provided therein), and the Corporation’s rights in and to the 2021 Facilities, the 2021 Purchase and Use Agreement (with certain exceptions as provided therein), the 2021 Base Lease and the property rights evidenced thereby, and certain other Corporation rights were assigned to the Trustee.

(d) Due to escalating construction costs associated with the 2021 Projects, as well as additional capital needs of the City, the City has proposed supplementing and expanding the 2021 Installment Plan to finance the costs of completing the 2021 Projects and undertaking certain Additional Ancillary Projects, each as described in Exhibit A hereof. The 2021 Projects (as so completed) and the Additional Ancillary Projects (collectively, the “Financed Projects”) are necessary and desirable in order for the City carry out its governmental purpose and to provide certain public facilities to and for the benefit and well-being of the citizens of the City. The Council has considered various financing alternatives with regard to the Financed Projects and has concluded that the 2021 Installment Plan, as supplemented and expanded by this Ordinance (as so supplemented and expanded, the “Installment Plan”), is the most efficient and expeditious manner in which to finance the Financed Projects. Administrative officials of the City in consultation with the City’s Bond Counsel and Financial Advisor have thoroughly reviewed the Installment Plan. In order to finance the cost of completing the 2021 Projects, to pay a portion of the interest coming due on the New Bonds, and to provide funds to the City to undertake the Additional Ancillary Projects, the City has determined to approve the respective Amendments or agreements described in this Ordinance and to enter into certain of such Amendments or agreements, if so advised.

(e) Although no Bond Insurance Policy or Surety Bond was issued with respect to the 2021 Bonds, the Council has also been advised by the City’s Bond Counsel and Financial Advisor that the purchase of a Bond Insurance Policy by the Corporation with respect to the New Bonds may result in lower debt service payments on the New Bonds than if bond insurance were not obtained, and the purchase of a Surety Bond relating to the New Bonds may be beneficial compared to satisfying the Reserve Requirement, if any, applicable to such New Bonds from a portion of the proceeds thereof. The Council authorizes the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, upon the advice of the City’s Bond Counsel and Financial Advisor, to approve the terms and conditions of the Bond Insurance Policy and/or Surety Bond, if any, which terms and conditions will be set forth in the respective agreements authorized and approved by this Ordinance, if obtaining bond insurance results in lower debt service payments, better capital markets access or other such benefits described above are present.

(f) It is now in the best interest of the City for the Council to approve the issuance and sale by the Corporation of the New Bonds in the principal amount of not exceeding \$54,000,000. The proceeds of the New Bonds shall be used by the Corporation for any one or more of the following purposes (i) defraying

a portion of the costs of completion of the 2021 Projects; (ii) paying a portion of the interest coming due on the New Bonds; (iii) making an initial payment to the City of the Base Lease Rent which will be used by the City to defray a portion of the costs associated with the acquisition, construction, renovation, improvement and equipping of the Additional Ancillary Projects; (iv) funding a Reserve Sub-Account in an amount equal to the Reserve Requirement (as such terms are defined in the 2021 Trust Agreement) applicable to the New Bonds, which may be satisfied through the purchase of a Surety Bond, if any; (v) paying the premiums of the Bond Insurance Policy and/or the Surety Bond, if any, related to the New Bonds; and (vi) paying certain costs and expenses relating to the issuance of the New Bonds.

Section 3. Approval of Corporation, Issuance of New Bonds and Installment Plan. The City hereby ratifies and approves the Corporation, its purposes and activities and the issuance and sale by the Corporation of the New Bonds in substantial conformance to the documents described herein, including specifically the Amendments.

For the purposes of the financing contemplated hereby, the Council does hereby ratify and approve (i) the City's leasing the 2021 Real Property (which may include Additional Real Property, if determined to be necessary or desirable by an Authorized Officer) and conveying the Conveyed Improvements to the Corporation pursuant to the 2021 Base Lease; (ii) the City's purchasing the 2021 Facilities from the Corporation pursuant to the 2021 Purchase and Use Agreement; (iii) the 2021 Projects (as completed) and the Additional Ancillary Projects; and (iv) the use of the proceeds of the New Bonds to pay a portion of the interest coming due on the New Bonds, to fund the Reserve Sub-Account in an amount equal to the Reserve Requirement (as such terms are defined in the 2021 Trust Agreement) related to the New Bonds, if any, which may be satisfied through the purchase of the Surety Bond, if any, to pay certain costs of issuance of the New Bonds, including the premiums for the Bond Insurance Policy and/or the Surety Bond, if any, and for the above-described purposes

The City represents that it currently owns or will own prior to the issuance of the New Bonds the 2021 Real Property (which may include Additional Real Property, if determined to be necessary or desirable by an Authorized Officer) and all of such 2021 Real Property is or will be located within the geographic boundaries of the City.

Pursuant to the 2021 Base Lease, the City has leased and will lease the 2021 Real Property (which may include Additional Real Property, if determined to be necessary or desirable by an Authorized Officer) and has conveyed and will convey the Conveyed Improvements to the Corporation for the Base Lease Term. Pursuant to the 2021 Purchase and Use Agreement, the Corporation has agreed to sell the 2021 Facilities to the City; upon payment by the City of Base Payments in connection with such sale of the 2021 Facilities, title to an undivided interest in the 2021 Facilities equal to the percentage of the Purchase Price (as defined in the 2021 Purchase and Use Agreement) represented by such payment transferred and will continue to transfer from the Corporation to the City without further action by either party.

Pursuant to the 2021 Trust Agreement, the Corporation's right to receive the Base Payments and rights to receive certain of the Additional Payments, as provided in the 2021 Trust Agreement and in the 2021 Purchase and Use Agreement (with certain exceptions as provided therein), will be assigned to the Trustee. The New Bonds will be authenticated and delivered by the Trustee pursuant to the 2021 Trust Agreement.

The net proceeds from the sale of the New Bonds will be disbursed in accordance with the provisions of the 2021 Trust Agreement for the purposes set forth in Section 2(f) above.

The City will accept title to the property financed by the 2021 Bonds and the New Bonds, including any additions to such property, when the 2021 Bonds and the New Bonds are discharged.

In furtherance thereof, the City does hereby approve the preparation and negotiation of one or more amendments or supplements (collectively, the “Amendments”) to the 2021 Base Lease, 2021 Purchase and Use Agreement, 2021 Trust Agreement and 2021 Assignment Agreement (collectively, the “Bond Documents”), as further described in Sections 4 and 5 herein, all in connection with the Corporation’s issuance of the New Bonds as “Additional Bonds” (as defined in the 2021 Trust Agreement) pursuant to the 2021 Trust Agreement. Notwithstanding the foregoing, the Corporation (after consultation with the City and its Financial Advisor and Bond Counsel) may determine it is preferable to issue one or more series of the New Bonds as obligations which are not “Additional Bonds” under the Bond Documents; in such case, the authorizations contained in this Ordinance relating to the Amendments (specifically this Section 3 and Sections 4, 5, 7 and 8 herein), shall be equally effective as to one or more Base Lease and Conveyance Agreements, Installment Purchase and Use Agreements, Trust Agreements and Assignment Agreements related to the New Bonds which are substantially in the same form as, but separate and distinct from, the Bond Documents, and the findings and statements contained in this Section 3 shall be equally applicable to the terms and concepts used in the Bond Documents related to the New Bonds.

The Bylaws of the Corporation currently provide that two members of the Corporation’s Board of Directors shall consist of the City Manager and the Assistant City Manager for Finance and Economic Services (or persons having equivalent positions with the City), and the City has been advised that it is desired that the Corporation amend its Bylaws to permit one or both of such named City officers to designate another person to serve on the Corporation’s Board of Directors in his or her place. Pursuant to the Corporation’s Bylaws, the City hereby approves such amendment, which shall be evidenced by a certificate executed by an Authorized Officer (as defined below).

Section 4. Approval of the Amendments to the 2021 Base Lease and 2021 Purchase and Use Agreement. The form, terms and provisions of the Amendments to the 2021 Base Lease and the 2021 Purchase and Use Agreement, copies of which are attached hereto as Exhibits B and C, be and hereby are approved. The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any of them acting alone (each, an “Authorized Officer”), be and is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the City Clerk is hereby authorized, empowered and directed to attest such Amendments in the name and on behalf of the City, and thereupon to cause such Amendments to be delivered to the Corporation and to cause such Amendments (or memoranda thereof) to be recorded in the office of the Register of Deeds for Richland County or Lexington County, as applicable. The Authorized Officers, with advice from the City’s Bond Counsel and Financial Advisor, are each hereby delegated the authority to approve such changes or revisions in the form, terms and provisions of the Amendments as may be appropriate for the financing plan contemplated thereby. The execution thereof shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of Amendments now before this meeting. Any amendment to the Amendments shall be executed in the same manner.

Section 5. Approval of the Amendments to the 2021 Trust Agreement and 2021 Assignment. The form, terms and provisions of the Amendment to the 2021 Trust Agreement, a copy of which is attached hereto as Exhibit D, are hereby approved. The City does hereby approve and consent to such Amendment with such changes in the form, terms and provisions thereof as the authorized representatives of the Corporation shall approve, and does further hereby approve and consent to an Amendment to the 2021 Assignment consistent with any changes being made in the other Amendments.

Section 6. Marketing and Sale of the New Bonds. With the advice of the City's Financial Advisor and Bond Counsel, all or a portion of the New Bonds shall be sold by the Corporation in a public offering or in a private offering or private placement transaction, and such sale may be conducted by or with the assistance of the Placement Agent/Underwriter. In connection therewith, the Authorized Officers are hereby authorized and directed to take such actions in connection with the preparation, publication, execution and/or distribution of information, official statements, offering documents (and to "deem final" preliminary versions of such official statements or offering documents for purposes of complying with the requirements set forth in Rule 15c2-12 of the Securities and Exchange Commission, promulgated under the Securities Exchange Act of 1934, as amended), private placement memoranda or requests for proposals (as applicable), to solicit interest and receive offers from financial institutions and institutional investors to purchase all or a portion of the New Bonds in a private offering, and to accept such offer which is in the best interest of the Corporation and the City.

Section 7. Trustee, Registrar and Paying Agent. The Council hereby authorizes any Authorized Officer to select the Trustee (including also the capacities of Registrar and Paying Agent) under the terms and conditions provided in the 2021 Trust Agreement.

Section 8. Authorization. The Mayor, City Manager, Assistant City Manager for Finance and Economic Services, City Clerk, and City Attorney are fully empowered and authorized to take such further action and to execute and deliver such additional documents as may be necessary to effect the execution and delivery of the Amendments, the Bond Documents and the City Documents (as defined below) in accordance with the terms and conditions therein set forth, and the transactions contemplated hereby and thereby. The actions of such officers in executing and delivering any of such documents, in such form as the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together shall approve, is hereby fully authorized.

The Authorized Officers are further authorized and directed, with the assistance of the City's Financial Advisor and Bond Counsel, to enter into any investment agreements, repurchase agreements or forward delivery agreements or other contracts and documents (including but not limited to terminations of existing repurchase and forward delivery agreements or liquidation directions) and to take all actions necessary or desirable (including but not limited to the engagement of investment advisors and representatives and the registration of the City with federal or state regulatory authorities) in connection with the investment of funds presently on deposit or to be deposited in the future in various funds and accounts established under the Bond Documents, as amended pursuant to the Amendments, with respect to the New Bonds, or to execute and deliver any documents necessary in connection with the purchase of a Bond Insurance Policy or Surety Bond, if any, with respect to the New Bonds. The authorization conferred herein shall extend to and include, but not be limited to, the documents and certificates reasonably expected to be necessary for the closing of the transaction, including, but not limited to, deeds or other instruments of conveyance, a general certificate of the City, a certificate as to the official statement, a letter of representation to the Purchase Contract, a disclosure dissemination agent agreement, any designation of City representatives, and such other documents required to be executed in connection with the Bond Insurance Policy or Surety Bond, if any, with respect to the New Bonds. All such documents referenced herein shall be collectively known as the "City Documents").

Section 9. Delegation of Authority to Authorized Officers. Notwithstanding any other provisions of this Ordinance, the Authorized Officers are authorized to cooperate with the Corporation in selecting a Placement Agent/Underwriter to assist with a public offering of all or a portion of the New Bonds or the solicitation from qualified banking institutions and/or proposals to purchase all or a portion of the New Bonds in a private offering or private placement transaction. The authority to approve one or more public offering, private offering or private placement transactions of all or a portion of the New

Bonds with the Placement Agent/Underwriter or qualified banking institutions (as applicable) is hereby delegated to any of the Authorized Officers:

- (a) That such transaction(s) is in the best interest of the City;
- (b) The terms and conditions of such transaction(s) are substantially similar to the terms and conditions set forth in this Ordinance; and
- (c) Approval of such transaction(s) is recommended by the City's Bond Counsel and Financial Advisor.

Section 10. Federal Tax Covenant; Delegation Regarding Tax Matters; Official Intent. The City hereby covenants and agrees with the Holders of the New Bonds, if any, that are issued as tax-exempt obligations under the Code (collectively, the "Tax-Exempt Bonds"), that it will not take any action which will, or fail to take any action which failure will, cause interest on the Tax-Exempt Bonds to become includable in the gross income of the Holders thereof for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Tax-Exempt Bonds. The City further covenants and agrees with the Holders of the Tax-Exempt Bonds that no use of the proceeds of the Tax-Exempt Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Tax-Exempt Bonds would have caused the Tax-Exempt Bonds to be "arbitrage bonds," as defined in the Code; and to that end the City hereby shall:

- (a) comply with the applicable provisions of Sections 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as any of the New Bonds are Outstanding;
- (b) establish such funds, make such calculations and pay such amounts, if necessary, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebate of certain amounts to the United States; and
- (c) make such reports of such information at the times and places required by the Code.

This Ordinance shall constitute the City's declaration of official intent pursuant to Regulation §1.150-2 of the Code to reimburse the City from a portion of the proceeds of the Tax Exempt Bonds or other tax-exempt bonds issued by or on behalf of the City for such purposes (the "Reimbursement Bonds") for expenditures it anticipates incurring (the "Expenditures") with respect to the 2021 Projects and Additional Ancillary Projects prior to the issuance of the Reimbursement Bonds. The Expenditures which are reimbursed are limited to Expenditures which are: (1) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2 of the Code) under general federal income tax principles; or (2) certain *de minimis* or preliminary expenditures satisfying the requirements of Regulation §1.150-2(f) of the Code. The source of funds for the Expenditures with respect to the acquisition of the 2021 Projects and Additional Ancillary Projects will be one or more of the City's general fund, water and sewer fund, stormwater fund or parking fund, as applicable. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid; or (b) the date such project was placed in service, but in no event more than three (3) years after the original Expenditures.

Section 11. Severability. If any section, phrase, sentence, or portion of this Ordinance is for any

reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 12. Repeal of Conflicting Ordinances. All orders, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the execution and delivery of any of the agreements approved by this Ordinance are, to the extent of such conflict, hereby repealed.

[Signature Page to follow]

Enacted by the City Council of the City of Columbia, South Carolina, this ____ day of _____,
2025.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

Clerk

Date of First Reading: _____, 2025

Date of Second Reading: _____, 2025

[Signature page]

EXHIBIT A**Description of 2021 Projects (as completed) and Additional Ancillary Projects**

2021 Projects – the acquisition, construction, renovation and equipment of the real property and improvements thereon known as 1401 Main Street, in downtown Columbia, consisting of a 13-floor office building consisting of more than 200,000 square feet of usable space to be used by various departments of the City and/or leased to third-party tenants thereof (“Municipal Complex”), including reimbursement for the costs thereof.

Additional Ancillary Projects – the acquisition, construction, renovation and equipment of various capital improvements and renovations to public facilities owned or leased by the City, land acquisition costs, including reimbursement for the costs thereof.

EXHIBIT B

Form of Amendment to 2021 Base Lease

2025 SUPPLEMENT TO BASE LEASE AND CONVEYANCE AGREEMENT

THIS 2025 SUPPLEMENT TO BASE LEASE AND CONVEYANCE AGREEMENT (the “Supplement”) is entered into and executed this ____ day of _____, 2025, by City of Columbia, South Carolina (the “City”) and Columbia Facilities Corporation (the “Corporation”), to modify the Base Lease and Conveyance Agreement dated May 19, 2021 (the “Original Base Lease”; the Original Base Lease, as amended by this Supplement, the “Base Lease”), between the City and the Corporation.

WHEREAS, the Corporation heretofore entered into the Trust Agreement dated May 19, 2021 (the “Original Trust Agreement”), with Regions Bank, as trustee (the “Trustee”), relating to the issuance from time to time of Bonds (as defined in the Original Trust Agreement); and

WHEREAS, in connection therewith, the City and the Corporation entered into the Original Base Lease, whereby the City agreed to lease the 2021 Real Property and convey the Conveyed Improvements to the Corporation, and the Corporation agreed, among other things, to pay the Base Lease Rent to the City; and

WHEREAS, the Corporation issued its \$54,625,000 principal amount Installment Purchase Revenue Bonds (City of Columbia Project) Series 2021 (the “Series 2021 Bonds”) pursuant to the Original Trust Agreement; and

WHEREAS, the Corporation intends to issue its \$_____ principal amount Installment Purchase Revenue Bonds (City of Columbia Project) Series 2025 (the “Series 2025 Bonds”) pursuant to a Supplemental Trust Agreement dated of even date herewith (the “Supplemental Trust Agreement”), between the Corporation and the Trustee; and

WHEREAS, as permitted by Section 6.5 of the Original Base Lease and Section 11.1 of the Original Trust Agreement, the parties hereto desire to amend the Original Base Lease in connection with the issuance of the Series 2025 Bonds;

NOW THEREFORE, the parties heretofore agree as follows:

1. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Original Base Lease, as amended by this Supplement. Section 1.1 of the Original Base Lease is hereby amended to add or replace (as applicable) the following definitions in their entirety:

“2025 Supplement to Base Lease” means the 2025 Supplement to Base Lease and Conveyance Agreement dated _____, 2025, between the Corporation and the City.

“2025 Supplement to Purchase and Use Agreement” means the 2025 Supplement to Installment Purchase and Use Agreement dated _____, 2025, between the Corporation and the City.

“Base Lease” means this Base Lease and Conveyance Agreement dated May 19, 2021, between the Corporation and the City, as amended and supplemented by the 2025 Supplement to Base Lease, as the same may be further amended and supplemented from time to time.

“Purchase and Use Agreement” means the Installment Purchase and Use Agreement dated May 19, 2021, between the Corporation and the City, as amended and

supplemented by the 2025 Supplement to Purchase and Use Agreement, as the same may be further amended and supplemented from time to time.

“Series 2025 Bonds” means \$_____ principal amount Columbia Facilities Corporation Installment Purchase Revenue Bonds (City of Columbia Project) Series 2025.

“Supplemental Trust Agreement” means the Supplemental Trust Agreement dated _____, 2025, between the Corporation and the Trustee.

“Trust Agreement” means the Trust Agreement dated May 19, 2021, between the Corporation and the Trustee, as supplemented by the Supplemental Trust Agreement, as the same may be further amended and supplemented from time to time.

2. The definition of “Base Lease Term” in Section 1.1 of the Original Base Lease is hereby amended (a) to replace “June 1, 2061” with “June 1, _____” and (b) to add “and the Series 2025 Bonds are discharged within the meaning of paragraph (d) under Section 2.8 of the Supplemental Trust Agreement” at the end of clause (ii) thereof.

3. The City represents, warrants and covenants as follows:

(a) The City is a political subdivision of the State.

(b) The conveyance of title to the Conveyed Improvements and the demise and lease of the 2021 Real Property by the City to the Corporation, as provided in the Base Lease, in order to allow the Corporation to finance the costs of completing the 2021 Projects and to pay the Base Lease Rent to the City for Additional Ancillary Projects, and the sale of the 2021 Facilities to the City pursuant to the Purchase and Use Agreement, were and continue to be undertaken to enable the City to provide suitable public facilities in the City or for such other purposes described herein.

(c) The Council had and continues to have full power and authority to adopt the Ordinance and the ordinance of the Council enacted on _____, 2025, and the City had and continues to have full power and authority to enter into the transactions contemplated by the Base Lease and to carry out its obligations thereunder and hereunder.

(d) Neither the execution and delivery of the Base Lease, nor the fulfillment of or compliance with the terms and conditions thereof and hereof, nor the consummation of the transactions contemplated thereby and hereby, did or does conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City was or is now a party or by which the City was or is bound.

(e) The City has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby the City’s interests in the 2021 Real Property and the 2021 Facilities shall be or may be impaired, changed or encumbered in any manner whatsoever except as permitted by the Base Lease or the Purchase and Use Agreement.

(f) Since the date of the Original Base Lease, (1) the City has continuously and continues to be the fee owner of the 2021 Real Property and (2) any improvements on the 2021 Real Property existing on or after the date thereof are free and clear of all liens, encumbrances and restrictions (including, without limitation, leases) other than Permitted Encumbrances.

4. The Corporation represents, warrants and covenants as follows:

(a) The Corporation is a nonprofit corporation duly incorporated under the laws of the State and had and continues to have corporate power to enter into the Base Lease, the Purchase and Use Agreement and the Trust Agreement. By proper corporate action the officers of the Corporation had and continue to be duly authorized to execute and deliver the Base Lease, the Purchase and Use Agreement and the Trust Agreement.

(b) The execution and delivery of the Base Lease, the Purchase and Use Agreement and the Trust Agreement and the consummation of the transactions herein and therein contemplated did not, does not and will not conflict with or constitute a breach of or default under the Corporation's articles of incorporation or bylaws or any bond, debenture, note or other evidence of indebtedness of the Corporation, or any contract, agreement, or instrument to which the Corporation has been or presently is a party or by which it has been or presently is bound.

(c) To provide funds to defray the cost of acquisition, construction, renovation and equipping of the 2021 Projects (including capitalized interest on the Series 2021 Bonds), to defray the City's acquisition costs of the After Acquired Property, to pay the initial payment of the Base Lease Rent to refund all of the outstanding principal amount of the Bonds to be Refunded and defray the cost of the Ancillary Projects, and to pay certain costs of issuance related to the Series 2021 Bonds, the Corporation entered into the Trust Agreement pursuant to which it issued the Series 2021 Bonds payable from and secured by the Installment Payments under the Purchase and Use Agreement. To provide funds to defray the cost of completing the 2021 Projects [(including capitalized interest on the Series 2025 Bonds)], to pay Base Lease Rent to the City for Additional Ancillary Projects and to pay certain costs of issuance related to the Series 2025 Bonds, the Corporation has entered into the Supplemental Trust Agreement pursuant to which it will issue the Series 2025 Bonds payable from and secured by the Installment Payments under the Purchase and Use Agreement.

5. Section 3.4 of the Original Base Lease is hereby amended to replace clause (a) with the following text in its entirety:

(a) to pay to the City (1) from the proceeds of the Series 2021 Bonds an aggregate sum of \$18,450,000 (representing an initial payment of the Base Lease Rent), which the City hereby covenants will be used to refund the Bonds to be Refunded and to defray the cost of acquisition, construction, renovation, improvement and equipping of all or a portion of the Ancillary Projects pursuant to the procedures set forth in Section 5.3(d) of the Trust Agreement, (2) from the proceeds of the Series 2025 Bonds an aggregate sum of \$_____ (representing an initial payment of the Base Lease Rent, which the City hereby covenants will be used to defray the cost of acquisition, construction, renovation, improvement and equipping of all or a portion of the Additional Ancillary Projects pursuant to and consistent with the procedures set forth in Section 5.3(d) of the Trust Agreement relating to the expenditure of Ancillary Projects, and (3) an annual Base Lease Rent of One Dollar per year

6. The Original Base Lease is hereby amended, such that any reference to the Series 2021 Bonds in Sections 3.6, 4.1 and 4.6 shall likewise reference, relate to and expressly be applicable to, the Series 2025 Bonds.

7. The “2021 Real Property” as described in the Original Base Lease means the real property described in Exhibit A hereof[, which includes the real property marked to be added, as described in Exhibit A hereof.]

The amendments to the Original Base Lease set forth in this Supplement shall be effective immediately.

[Signature Page follows]

WITNESS the due execution of this 2025 Supplement to Base Lease and Conveyance Agreement to be effective as of the date first above written.

LESSOR:

(SEAL)

CITY OF COLUMBIA, SOUTH CAROLINA

WITNESS:

By: _____
Mayor

Attest: _____
City Clerk

LESSEE:

(SEAL)

COLUMBIA FACILITIES CORPORATION

By: _____
President

Attest: _____
Secretary

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

PROBATE

Personally appeared before me the undersigned witness who on oath says, that (s)he is not a party or beneficiary of the transaction and that (s)he saw the within named Columbia Facilities Corporation, by its duly authorized officer, sign, seal and as its act and deed deliver the within 2025 Supplement to Base Lease and Conveyance Agreement, and that (s)he, together with the other witness whose signature appears above, witnessed the execution thereof.

SWORN TO AND SUBSCRIBED BEFORE ME
 this ____ day of _____, 2025.

 Printed Name: _____
 Notary Public for South Carolina
 My Commission Expires: _____

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

PROBATE

Personally appeared before me the undersigned witness who on oath says, that (s)he is not a party or beneficiary of the transaction and that (s)he saw the within named City of Columbia, South Carolina by the Mayor and its City Clerk, sign, seal and as its act and deed deliver the within 2025 Supplement to Base Lease and Conveyance Agreement, and that (s)he, together with the other witness whose signature appears above, witnessed the execution thereof.

SWORN TO AND SUBSCRIBED BEFORE ME
 this ____ day of _____, 2025

 Printed Name: _____
 Notary Public for South Carolina
 My Corporation Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE 2021 REAL PROPERTY, AS AMENDED

All those pieces, parcels or lots of land excluding all improvements located or to be located thereon and being more particularly described as follows:

1401 Main Street

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, TOGETHER WITH ANY IMPROVEMENTS THEREON, SHOWN AS PARCEL 1 CONTAINING 0.38 ACRE ON THAT CERTAIN PLAT ENTITLED "PLAT PREPARED FOR CITY OF COLUMBIA, S.C. RICHLAND COUNTY, COLUMBIA, S.C.", PREPARED BY COX AND DINKINS, INC., DATED JULY 2, 2020, LAST REVISED SEPTEMBER 22, 2020, AND AS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN "X" ON CONCRETE LOCATED AT THE INTERSECTION OF THE WESTERN RIGHT OF WAY OF MAIN STREET AND THE NORTHERN RIGHT-OF-WAY OF WASHINGTON STREET; THENCE PROCEEDING ALONG THE NORTHERN RIGHT-OF-WAY OF WASHINGTON STREET S 70° 03' 39" W FOR A DISTANCE OF 157.22 FEET TO AN "X" ON CONCRETE; THENCE TURNING AND RUNNING ALONG PROPERTY SHOWN AS 10' ALLEYWAY N 19° 43' 57" W FOR A DISTANCE OF 106.15 FEET TO AN OLD RAILROAD SPIKE; THENCE TURNING AND RUNNING ALONG PROPERTY NOW OR FORMERLY OF WELLS FARGO BANK NATIONAL ASSOCIATION N 70° 03' 11" E FOR A DISTANCE OF 156.59 FEET TO AN "X" ON CONCRETE LOCATED IN THE WESTERN RIGHT OF WAY OF MAIN STREET; THENCE TURNING AND RUNNING ALONG THE WESTERN RIGHT OF WAY OF MAIN STREET S 20° 04' 24" E FOR A DISTANCE OF 106.17 FEET TO THE POINT OF BEGINNING, BE ALL MEASUREMENTS A LITTLE MORE OR LESS.

ALSO:

Alleyway Parcel

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, TOGETHER WITH ANY IMPROVEMENTS THEREON, SHOWN AS 10' ALLEYWAY CONTAINING 0.02 ACRE ON THAT CERTAIN PLAT ENTITLED "PLAT PREPARED FOR CITY OF COLUMBIA, S.C. RICHLAND COUNTY, COLUMBIA, S.C.", PREPARED BY COX AND DINKINS, INC., DATED JULY 2, 2020, LAST REVISED SEPTEMBER 22, 2020, AND AS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, BEGIN AT AN "X" ON CONCRETE LOCATED AT THE INTERSECTION OF THE WESTERN RIGHT OF WAY OF MAIN STREET AND THE NORTHERN RIGHT-OF-WAY OF WASHINGTON STREET; THENCE PROCEEDING ALONG THE NORTHERN RIGHT-OF-WAY OF WASHINGTON STREET S 70° 03' 39" W FOR A DISTANCE OF 157.22 FEET TO AN "X" ON CONCRETE, WHICH "X" ON CONCRETE MARKS THE TRUE POINT OF BEGINNING; THENCE TURNING AND RUNNING ALONG PROPERTY SHOWN AS PARCEL 1 NOW OR FORMERLY OF MS JOINT VENTURE N 19° 43' 57" W FOR A DISTANCE OF 106.15 FEET TO AN OLD RAILROAD SPIKE; THENCE TURNING AND RUNNING ALONG PROPERTY NOW OR FORMERLY OF WELLS FARGO BANK NATIONAL ASSOCIATION S 70°

03' 20" W FOR A DISTANCE OF 10.00 FEET TO AN OLD PK NAIL; THENCE TURNING AND RUNNING ALONG PROPERTY SHOWN AS PARCEL 2 NOW OR FORMERLY OF THE MOST WORSHIPFUL PRINCE HALL GRANDE LODGE AND FREE AND ACCEPTED MASONS S 19° 43' 56" E FOR A DISTANCE OF 106.15 FEET TO AN "X" ON CONCRETE LOCATED IN THE NORTHERN RIGHT OF WAY OF WASHINGTON STREET; THENCE TURNING AND RUNNING ALONG THE NORTHERN RIGHT OF WAY OF WASHINGTON STREET N 70° 03' 46" E FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, BE ALL MEASUREMENTS A LITTLE MORE OR LESS.

1127 Washington Street

All that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being on the northern side of Washington Street, in the City of Columbia, in the County of Richland, State of South Carolina, and being bounded as follows: On the North by lot now or formerly of W.B. Burney, whereon it measures Forty-nine (49') feet, Three (3") inches, east by lot now or formerly of W.B. Burney, whereon it measures Four (4') feet, Five (5") inches and by lot now or formerly of the Carolina National Bank, whereon it measures One Hundred, Five (105') feet, Four and three fourths (4 3/4") inches, south by the said Washington Street, whereon it fronts and measures Forty-seven (47') feet, Two (2") inches, and west by lot now or formerly of Shull and Collins, whereon it measures One hundred, Six (106') feet, Three (3") inches.

ALSO

All that certain piece, parcel or lot of land situate, lying and being on the northern side of Washington Street, between Main and Assembly Streets, in the City of Columbia, in the County of Richland, State of South Carolina, and being bounded as follows: On the North by lot now or formerly of Aaron David, whereon it measures Twenty-six (26') feet, more or less, east by lot of "The Most Worshipful Grand Lodge of Free and Accepted Ancient York Masons of the State of South Carolina" formerly of Independent Steam Fire Engine Company, whereon it measures One Hundred, Three (103') feet, Six (6") inches, more or less, south by the said Washington Street, whereon it measures Twenty-six (26') feet, more or less, and on the west by lot now or formerly of Ravenel, whereon it measures One hundred, Three (103') feet, Six (6") inches, more or less.

Being the same property shown as (i) Parcel 2 containing 0.17 acre and (ii) 10' Alleyway containing 0.02 acres on that plat prepared for City of Columbia, S.C. by Cox and Dinkins, Inc. dated July 2, 2020, last revised September 22, 2020 and recorded in Book 2504 at Page 1048 in the Office of the Register of Deeds for Richland County, South Carolina.

[List Additional City Property to be Added to Base Lease]

EXHIBIT C

Form of Amendment to 2021 Purchase and Use Agreement

2025 SUPPLEMENT TO INSTALLMENT PURCHASE AND USE AGREEMENT

THIS 2025 SUPPLEMENT TO INSTALLMENT PURCHASE AND USE AGREEMENT (the “Supplement”) is entered into and executed this ____ day of _____, 2025, by City of Columbia, South Carolina (the “City”) and Columbia Facilities Corporation (the “Corporation”), to modify the Installment Purchase and Use Agreement dated May 19, 2021 (the “Original Purchase and Use Agreement”; the Original Purchase and Use Agreement, as amended by this Supplement, the “Purchase and Use Agreement”), between the City and the Corporation.

WHEREAS, the Corporation heretofore entered into the Trust Agreement dated May 19, 2021 (the “Original Trust Agreement”), with Regions Bank, as trustee (the “Trustee”), relating to the issuance from time to time of Bonds (as defined in the Original Trust Agreement); and

WHEREAS, in connection therewith, the City and the Corporation entered into the Original Purchase and Use Agreement, whereby the Corporation agreed to sell the 2021 Facilities to the City, and the City agreed to make Base Payments, subject to Section 4.7 thereof, to purchase the 2021 Facilities from the City, as more particularly set forth therein; and

WHEREAS, the Corporation issued its \$54,625,000 principal amount Installment Purchase Revenue Bonds (City of Columbia Project) Series 2021 (the “Series 2021 Bonds”) pursuant to the Original Trust Agreement; and

WHEREAS, the Corporation intends to issue its \$_____ principal amount Installment Purchase Revenue Bonds (City of Columbia Project) Series 2025 (the “Series 2025 Bonds”) pursuant to a Supplemental Trust Agreement dated of even date herewith; and

WHEREAS, as permitted by Section 10.6 of the Original Purchase and Use Agreement, the parties hereto desire to amend the Original Purchase and Use Agreement in order to modify the Base Payments thereunder and add to the covenants and agreements contained in the Original Purchase and Use Agreement, all in connection with the issuance of the Series 2025 Bonds;

NOW THEREFORE, the parties heretofore agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Original Purchase and Use Agreement, as amended by this Supplement. Section 1.1 of the Original Purchase and Use Agreement is hereby amended to add or replace (as applicable) the following definitions in their entirety:

“2025 Supplement to Base Lease” means the 2025 Supplement to Base Lease and Conveyance Agreement dated _____, 2025, between the Corporation and the City.

“2025 Supplement to Purchase and Use Agreement” means the 2025 Supplement to Installment Purchase and Use Agreement dated _____, 2025, between the Corporation and the City.

“Base Lease” means the Base Lease and Conveyance Agreement dated May 19, 2021, between the Corporation and the City, as amended and supplemented by the 2025 Supplement to Base Lease, as the same may be further amended and supplemented from time to time.

“Purchase and Use Agreement” means this Installment Purchase and Use Agreement dated May 19, 2021, between the Corporation and the City, as amended and supplemented by the 2025 Supplement to Purchase and Use Agreement, as the same may be further amended and supplemented from time to time.

“Series 2025 Bonds” means \$_____ principal amount Columbia Facilities Corporation Installment Purchase Revenue Bonds (City of Columbia Project) Series 2025.

“Supplemental Trust Agreement” means the Supplemental Trust Agreement dated _____, 2025, between the Corporation and the Trustee.

“Trust Agreement” means the Trust Agreement dated May 19, 2021, between the Corporation and the Trustee, as supplemented by the Supplemental Trust Agreement, as the same may be further amended and supplemented from time to time.

2. The City makes the following representations, warranties and covenants:

(a) The City is a political subdivision of the State. The City, as of the date of the Original Purchase and Use Agreement, had full power and legal right to enter into the Original Purchase and Use Agreement and the Original Base Lease and to perform its obligations thereunder, and presently has full power and legal right to enter into the Purchase and Use Agreement and the Base Lease and to perform its obligations hereunder and thereunder. The City’s actions in making and performing its obligations under the Purchase and Use Agreement and the Base Lease have been and continue to be duly authorized by all necessary governmental action and did not, do not and will not violate or conflict with any law or governmental rule or regulation, or any mortgage, agreement, instrument or other document by which the City or its properties were or are bound.

(b) The City is a political subdivision within the meaning of Section 103(c)(1) of the Code.

(c) The City will take such action as is necessary to assure that the 2021 Projects are acquired, renovated, completed, furnished and occupied in part or in whole by the City. In the event the amounts available from the proceeds from the Series 2021 Bonds and the Series 2025 Bonds appear to be insufficient for such purpose, the City will use its best efforts to take one or more of the following steps: (i) cooperate with the Corporation to make such modifications or changes in the 2021 Projects as will allow the cost thereof to be funded within the amount available from such Bond Proceeds; (ii) make arrangements with the Corporation for the sale of Additional Bonds; or (iii) provide for the payment of such costs from other sources legally available to the City.

(d) The City will take such action as is necessary to ensure that the proceeds of the Series 2025 Bonds, other than amounts set aside in the Trust Agreement for payment of costs of issuance, funding of reserves, payment of interest, or payment of Base Lease Rent to the City, are applied solely for the payment of the costs of completing the 2021 Projects.

(e) Except as disclosed in the Official Statement for the Series 2025 Bonds, there is no fact which will materially and adversely affect the properties, activities, operations, revenues, prospects or condition (financial or otherwise) of the City, its status as a political subdivision of the State within the meaning of Section 103(c)(1) of the Code, its ability to own and operate its property in the manner such property is currently operated or its ability to perform its obligations under the Purchase and Use Agreement and the Base Lease.

(f) Except as disclosed in the Official Statement for the Series 2025 Bonds, there are no proceedings pending or, to the knowledge of the City, threatened in writing against the City, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the properties, operations, prospects or condition (financial or otherwise) of the City, or the corporate existence or powers or ability of the City to enter into and perform its obligations under the Purchase and Use Agreement or the Base Lease.

(g) The execution and delivery of the Purchase and Use Agreement and the Base Lease (collectively, the “City Agreements”), and the consummation of the transactions provided for herein and therein, and compliance by the City with the provisions of the City Agreements:

(i) were and continue to be within the governmental powers and have been and continue to be duly and validly authorized by all necessary governmental and other action on the part of the City; and

(ii) did not, do not and will not conflict with or result in any material breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, loan agreement or other agreement or instrument, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the City (other than the Purchase and Use Agreement) or any governmental restriction to which the City is a party or by which the City, its properties or operations may be bound or with the giving of notice or the passage of time or both would constitute such a breach or default or result in the creation or imposition of any such lien, charge or encumbrance, which breach, default, lien, charge or encumbrance could reasonably be expected to materially and adversely affect the validity or the enforceability of the City Agreements or the City’s ability to perform fully its obligations under the City Agreements; nor did, do or will such action result, in any material respect, in any violation of any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the City, its properties or operations were or are subject.

(h) No event has occurred and no condition exists that constitutes an Event of Default or which, upon the passage of time or giving of notice or both, would constitute an Event of Default. The City was and is not in violation in any material respect, and has not received notice of any claimed material violation (except such violations as did not, do not, and shall not, have any material adverse effect on the transactions herein contemplated and the compliance by the City with the terms hereof, or the Security Documents, as amended and supplemented to date), of any terms of any court order, statute, regulation, ordinance, agreement, or other instrument to which it is a party or by which it, its properties or its operations was or may be bound.

(i) The Purchase and Use Agreement was and continues to be a legal, valid and binding obligation and agreement of the City, enforceable against the City in accordance with its terms except as such enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors’ rights generally and by general principles of equity; anything herein to the contrary notwithstanding, the Purchase and Use Agreement was and is subject in its entirety to the right of the City to terminate the Purchase and Use Agreement and all the terms and provisions hereof by failing to budget and appropriate moneys specifically to pay Installment Payments, as provided in Sections 2.2, 4.6 and 4.7 of the Purchase and Use Agreement.

(j) The use and the operation of the 2021 Real Property and the 2021 Facilities in the manner contemplated will not conflict in any material respect with any zoning, water or air pollution or other ordinance, order, law, rule, or regulation applicable to the 2021 Real Property and the 2021

Facilities including, without limitation, Environmental Laws. The City has caused or will cause the 2021 Projects to be designed in accordance with all applicable federal, state and local laws or ordinances (including rules and regulations) relating to zoning, planning, building, safety and environmental quality. The City has operated or caused to be operated the 2021 Real Property and the 2021 Facilities, and will operate or cause the 2021 Real Property and the 2021 Facilities to be operated, in compliance with the requirements of all such laws, ordinances, rules and regulations, including, without limitation, Environmental Laws. The City has complied in all material respects and will continue to comply in all material respects with and materially conform to, or use its reasonable efforts to cause other persons whose obligations it is to so comply by contract or pursuant to law to comply in all material respects with and materially conform to all present and future laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations and every applicable governmental authority, including Environmental Laws applicable to the 2021 Real Property and the 2021 Facilities, and all covenants, restrictions and conditions now or hereafter of record which may be applicable to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the 2021 Real Property and the 2021 Facilities, including building and zoning codes and ordinances (collectively, the “Legal Requirements”), provided that the City shall not be in default hereunder so long as the City promptly after receiving an actual written notice of any noncompliance, files a copy thereof with the Trustee and the City commences and uses its diligent efforts to cause compliance with such Legal Requirements, as long as the failure to comply and conform does not subject the 2021 Real Property and the 2021 Facilities to any material danger of being forfeited or lost as a result thereof. The City possesses or will possess, and the City hereby agrees to maintain and obtain in the future, all necessary licenses and permits, or rights thereto, to operate the 2021 Facilities as proposed to be operated, and all such licenses, permits or other approvals required in connection with the operation of the 2021 Facilities have been duly obtained and are in full force and effect except for any such licenses, permits or other approvals that are not yet required and that will be duly obtained not later than the time required or the failure to obtain which will not materially and adversely affect the operation of the 2021 Facilities. The City covenants and agrees to do all things necessary to preserve and keep in full force and effect its franchises, rights, powers and privileges as the same relate to the 2021 Facilities.

(k) The City has ratified, confirmed and approved the creation, existence, governance, purposes and activities of the Corporation and the issuance by the Corporation of the Series 2025 Bonds.

(l) The City has not terminated any lease, lease-purchase agreement or installment purchase agreement by nonappropriation.

(m) The officer of the City at any time charged with the responsibility for formulating budget proposals shall include in the budget proposals for review and consideration by the Council in any Fiscal Year in which the Purchase and Use Agreement shall be in effect, provision for all Installment Payments required for such Fiscal Year under the Purchase and Use Agreement.

(n) To its knowledge, Hazardous Materials have not at any time been generated, used, treated, recycled, stored on, or transported to or from, or released, deposited or disposed of on the 2021 Real Property other than in material compliance at all times with all applicable Environmental Laws unless any such noncompliance would have a material adverse effect on the financial condition, business or operations of the City.

3. The Corporation makes the following representations, warranties and covenants:

(a) The Corporation is a duly organized and validly existing nonprofit corporation created under the laws of the State, has the requisite power to carry on its present and proposed activities, and

has full power, right and authority to enter into the Purchase and Use Agreement, the Trust Agreement and the Base Lease and to perform each and all of the obligations of the Corporation provided therein.

(b) The Corporation has taken or caused to be taken all requisite corporate action to authorize the execution and delivery of, and the performance of its obligations under, the Purchase and Use Agreement, the Base Lease and the Trust Agreement.

(c) By proper corporate action the officers of the Corporation were and continue to be duly authorized to execute and deliver the Purchase and Use Agreement, the Base Lease, the Trust Agreement and each of the Acquisition and Construction Contracts to which it is or will be a party.

(d) The execution and delivery by the Corporation of the Purchase and Use Agreement, the Base Lease and the Trust Agreement and the consummation by the Corporation of the transactions contemplated hereby and thereby did not, do not and will not conflict with or constitute a breach of or default under the Corporation's articles of incorporation or bylaws or any bond, debenture, note or other evidence of indebtedness of the Corporation, or any contract, agreement, or instrument to which the Corporation was or presently is a party or by which it was or presently is bound.

(e) Each of the Purchase and Use Agreement, the Base Lease, the Trust Agreement and each Acquisition and Construction Contract to which the Corporation is or will be a party has been or will be duly executed and delivered by the Corporation and constitutes a legal and valid obligation of the Corporation, enforceable against the Corporation in accordance with its terms, except as enforcement may be limited by laws affecting creditors' rights generally and except as equitable remedies may be limited by judicial discretion.

(f) Other than as disclosed in the Official Statement relating to the Series 2025 Bonds, there is no litigation pending and served on the Corporation that challenges the Corporation's authority to execute, deliver or perform its obligations under the Purchase and Use Agreement and the Corporation has disclosed any threatened litigation with respect to such matters of which the Corporation is aware.

(g) The Corporation is in material compliance with all applicable laws, regulations and ordinances, including but not limited to those applicable to the Corporation's activities in connection with the Purchase and Use Agreement.

(h) The Corporation is a South Carolina nonprofit, public benefit corporation, no part of the net income of which inures to the benefit of any private individual or organization.

(i) To finance the 2021 Projects (including capitalized interest on the Series 2021 Bonds), to defray the City's acquisition costs of the After Acquired Property, to pay the Base Lease Rent to the City and for such other purposes contemplated hereby and by the Trust Agreement, the Corporation has entered into the Trust Agreement pursuant to which it has issued the Series 2021 Bonds payable from and secured by the Installment Payments under the Purchase and Use Agreement. To provide funds to defray the cost of completing the 2021 Projects [(including capitalized interest on the Series 2025 Bonds)], to pay Base Lease Rent to the City for Additional Ancillary Projects and to pay certain costs of issuance related to the Series 2025 Bonds, the Corporation has entered into the Supplemental Trust Agreement pursuant to which it will issue the Series 2025 Bonds payable from and secured by the Installment Payments under the Purchase and Use Agreement.

(j) By letter dated _____, the Corporation was determined by the Internal Revenue Service to be an exempt organization within the meaning of Section 501(c)(3) of the Code and not a private

foundation under Section 509(a) of the Code. The activities of the Corporation hereunder are not unrelated to the charitable purpose of the Corporation described to the Internal Revenue Service in its application for recognition of its exempt status.

4. The “2021 Projects” and “Additional Ancillary Projects” to be financed with the proceeds of the Series 2025 Bonds are described in Appendix A hereof.

5. [The Original Purchase and Use Agreement is hereby amended to add the real property described as “Additional Real Property” in Appendix B hereof to the “2021 Real Property” shown in Exhibit B to the Original Purchase and Use Agreement, and such Permitted Encumbrances as are applicable to such Additional Real Property (as shown in Appendix C hereof) to those included in Exhibit C to the Original Purchase and Use Agreement.]

6. The Original Purchase and Use Agreement is hereby amended by deleting Exhibits D and E thereof in their entireties and replacing them with such exhibits as are attached hereto as Appendix D.

7. The Original Purchase and Use Agreement is hereby amended, such that any reference in the definitions of “2021 Facilities,” “Bond Proceeds,” “Purchase Option Price” and “Security Documents” in Section 1.1 thereof, and in the following sections of the Original Purchase and Use Agreement to the term “Series 2021 Bonds” shall likewise reference, relate to and expressly be applicable to, the “Series 2025 Bonds”: 2.1, 4.1, 4.3, 4.4, 4.5, 4.7, 5.1, 7.3 and 9.1.

8. The City covenants to provide the information required by Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (“15c2-12”), as an Obligated Person (as defined in 15c2-12) with respect to the Series 2025 Bonds, if applicable, in compliance with the provisions of the Continuing Disclosure Undertaking attached hereto as Appendix E (the “Disclosure Undertaking”). In the event of a failure by the City or any dissemination agent appointed thereby to comply with any provisions of the Disclosure Undertaking, the rights of the Holders of the Series 2025 Bonds to enforce the provisions of the Disclosure Undertaking shall be limited solely to a right, by action in mandamus or specific performance, to compel performance of the parties’ obligations under the Disclosure Undertaking.

Any failure by a party to perform in accordance with the Disclosure Undertaking shall not constitute a default on the Series 2025 Bonds or under any other document relating to the Series 2025 Bonds, and all rights and remedies shall be limited to those expressly stated in the Disclosure Undertaking.

9. Section 10.6 of the Original Purchase and Use Agreement is hereby amended such that the references therein to “Exhibit B” and “Exhibit C” shall be interpreted to mean such exhibits attached to the Original Purchase and Use Agreement, as thereafter amended from time to time.

10. The amendments to the Original Purchase and Use Agreement set forth in this Supplement shall be effective immediately.

WITNESS the due execution of this 2025 Supplement to Installment Purchase and Use Agreement to be effective as of the date first above written.

CITY OF COLUMBIA, SOUTH CAROLINA

WITNESS:

By: _____
Mayor

Attest: _____
City Clerk

COLUMBIA FACILITIES CORPORATION

By: _____
President

Attest: _____
Secretary

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

PROBATE

Personally appeared before me the undersigned witness who on oath says, that (s)he is not a party or beneficiary of the transaction and that (s)he saw the within named City of Columbia, South Carolina by the Mayor and its City Clerk, sign, seal and as its act and deed deliver the within 2025 Supplement to Installment Purchase and Use Agreement, and that (s)he, together with the other witness whose signature appears above, witnessed the execution thereof.

 Witness

SWORN TO AND SUBSCRIBED BEFORE ME
 this ____ day of _____, 2025

 Printed Name: _____
 Notary Public for South Carolina
 My Commission Expires: _____

PROBATE

Witness

Printed Name: _____
Notary Public for South Carolina
My Commission Expires: _____

APPENDIX A**DESCRIPTION OF THE 2021 PROJECTS
AND THE ADDITIONAL ANCILLARY PROJECTS**

The proceeds of the Series 2025 Bonds are expected to be applied to defray the costs of the following projects:

2021 Projects**Cost**

Municipal Complex – Acquisition, Renovation
and Equipment Costs (Completion Costs Only)

\$_____

Additional Ancillary Projects**Cost**

[To be updated: Various Construction and Renovation Projects, Land
Acquisition Costs]

\$_____

Note: All construction or expenditure amounts are estimated.

APPENDIX B

LEGAL DESCRIPTION OF THE 2021 REAL PROPERTY, AS AMENDED

All those pieces, parcels or lots of land excluding all improvements located or to be located thereon and being more particularly described as follows:

1401 Main Street

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, TOGETHER WITH ANY IMPROVEMENTS THEREON, SHOWN AS PARCEL 1 CONTAINING 0.38 ACRE ON THAT CERTAIN PLAT ENTITLED "PLAT PREPARED FOR CITY OF COLUMBIA, S.C. RICHLAND COUNTY, COLUMBIA, S.C.", PREPARED BY COX AND DINKINS, INC., DATED JULY 2, 2020, LAST REVISED SEPTEMBER 22, 2020, AND AS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN "X" ON CONCRETE LOCATED AT THE INTERSECTION OF THE WESTERN RIGHT OF WAY OF MAIN STREET AND THE NORTHERN RIGHT-OF-WAY OF WASHINGTON STREET; THENCE PROCEEDING ALONG THE NORTHERN RIGHT-OF-WAY OF WASHINGTON STREET S 70° 03' 39" W FOR A DISTANCE OF 157.22 FEET TO AN "X" ON CONCRETE; THENCE TURNING AND RUNNING ALONG PROPERTY SHOWN AS 10' ALLEYWAY N 19° 43' 57" W FOR A DISTANCE OF 106.15 FEET TO AN OLD RAILROAD SPIKE; THENCE TURNING AND RUNNING ALONG PROPERTY NOW OR FORMERLY OF WELLS FARGO BANK NATIONAL ASSOCIATION N 70° 03' 11" E FOR A DISTANCE OF 156.59 FEET TO AN "X" ON CONCRETE LOCATED IN THE WESTERN RIGHT OF WAY OF MAIN STREET; THENCE TURNING AND RUNNING ALONG THE WESTERN RIGHT OF WAY OF MAIN STREET S 20° 04' 24" E FOR A DISTANCE OF 106.17 FEET TO THE POINT OF BEGINNING, BE ALL MEASUREMENTS A LITTLE MORE OR LESS.

ALSO:

Alleyway Parcel

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, TOGETHER WITH ANY IMPROVEMENTS THEREON, SHOWN AS 10' ALLEYWAY CONTAINING 0.02 ACRE ON THAT CERTAIN PLAT ENTITLED "PLAT PREPARED FOR CITY OF COLUMBIA, S.C. RICHLAND COUNTY, COLUMBIA, S.C.", PREPARED BY COX AND DINKINS, INC., DATED JULY 2, 2020, LAST REVISED SEPTEMBER 22, 2020, AND AS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, BEGIN AT AN "X" ON CONCRETE LOCATED AT THE INTERSECTION OF THE WESTERN RIGHT OF WAY OF MAIN STREET AND THE NORTHERN RIGHT-OF-WAY OF WASHINGTON STREET; THENCE PROCEEDING ALONG THE NORTHERN RIGHT-OF-WAY OF WASHINGTON STREET S 70° 03' 39" W FOR A DISTANCE OF 157.22 FEET TO AN "X" ON CONCRETE, WHICH "X" ON CONCRETE MARKS THE TRUE POINT OF BEGINNING; THENCE TURNING AND RUNNING ALONG PROPERTY SHOWN AS PARCEL 1 NOW OR FORMERLY OF MS JOINT VENTURE N 19° 43' 57" W FOR A DISTANCE OF 106.15 FEET TO AN OLD RAILROAD SPIKE; THENCE TURNING AND RUNNING ALONG PROPERTY NOW OR FORMERLY OF WELLS FARGO BANK NATIONAL ASSOCIATION S 70° 03' 20" W FOR A DISTANCE OF 10.00 FEET TO AN OLD PK NAIL; THENCE TURNING AND

RUNNING ALONG PROPERTY SHOWN AS PARCEL 2 NOW OR FORMERLY OF THE MOST WORSHIPFUL PRINCE HALL GRANDE LODGE AND FREE AND ACCEPTED MASONS S 19° 43' 56" E FOR A DISTANCE OF 106.15 FEET TO AN "X" ON CONCRETE LOCATED IN THE NORTHERN RIGHT OF WAY OF WASHINGTON STREET; THENCE TURNING AND RUNNING ALONG THE NORTHERN RIGHT OF WAY OF WASHINGTON STREET N 70° 03' 46" E FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, BE ALL MEASUREMENTS A LITTLE MORE OR LESS.

1127 Washington Street

All that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being on the northern side of Washington Street, in the City of Columbia, in the County of Richland, State of South Carolina, and being bounded as follows: On the North by lot now or formerly of W.B. Burney, whereon it measures Forty-nine (49') feet, Three (3'') inches, east by lot now or formerly of W.B. Burney, whereon it measures Four (4') feet, Five (5'') inches and by lot now or formerly of the Carolina National Bank, whereon it measures One Hundred, Five (105') feet, Four and three fourths (4 3/4'') inches, south by the said Washington Street, whereon it fronts and measures Forty-seven (47') feet, Two (2'') inches, and west by lot now or formerly of Shull and Collins, whereon it measures One hundred, Six (106') feet, Three (3'') inches.

ALSO

All that certain piece, parcel or lot of land situate, lying and being on the northern side of Washington Street, between Main and Assembly Streets, in the City of Columbia, in the County of Richland, State of South Carolina, and being bounded as follows: On the North by lot now or formerly of Aaron David, whereon it measures Twenty-six (26') feet, more or less, east by lot of "The Most Worshipful Grand Lodge of Free and Accepted Ancient York Masons of the State of South Carolina" formerly of Independent Steam Fire Engine Company, whereon it measures One Hundred, Three (103') feet, Six (6'') inches, more or less, south by the said Washington Street, whereon it measures Twenty-six (26') feet, more or less, and on the west by lot now or formerly of Ravenel, whereon it measures One hundred, Three (103') feet, Six (6'') inches, more or less.

Being the same property shown as (i) Parcel 2 containing 0.17 acre and (ii) 10' Alleyway containing 0.02 acres on that plat prepared for City of Columbia, S.C. by Cox and Dinkins, Inc. dated July 2, 2020, last revised September 22, 2020 and recorded in Book 2504 at Page 1048 in the Office of the Register of Deeds for Richland County, South Carolina.

Additional Real Property

[List Additional City Property to be Added to Purchase and Use Agreement]

APPENDIX C

PERMITTED ENCUMBRANCES

As to 1401 Main Street:

1. Possible lack of title to that portion of the land shown as 10' Alleyway shown on plat prepared for MS Investments, by B.P. Barber & Associates, Inc. dated May 3, 1976 and recorded in Plat Book X at Page 9106, in the Office of the Register of Deeds for Richland County, South Carolina, also shown on plat prepared by Cox and Dinkins, Inc. for MS Joint Venture dated January 11, 2001, last revised May 1, 2002.
2. Rights of the public and others entitled thereto in and to the use of that of the insured premises within the bounds of the 10' Alleyway and the sidewalks shown on plat prepared for MS Investments, by B.P. Barber & Associates, Inc. dated May 3, 1976 and recorded in Plat Book X at Page 9106, in the aforesaid records, also shown on plat prepared by Cox and Dinkins, Inc. for MS Joint Venture dated January 11, 2001, last revised May 1, 2002.
3. Rights of tenants, as tenants only, in possession under recorded or unrecorded lease agreements.
4. Cross easements regarding 10' Alleyway set forth in Indenture between Charles L. Johnson, Edward J. Sawyer and Carolina National Bank dated March ___, 1909 in Book AN at Page 556 in the aforesaid records.
5. Easement granted by The Carolina National Bank of Columbia to The South Carolina National Bank dated April 28, 1926 and recorded November 15, 1945 in Book GI at Page 34 in the aforesaid records.
6. Amended Encroachment Ordinance from The City of Columbia, South Carolina dated June 5, 1974 and recorded June 25, 1974 in Book D-320 at Page 225 in the aforesaid records.
7. Easement granted in Agreement by and between The South Carolina National Bank as Trustee and M. S. Investments, a Partnership dated June 25, 1974 and recorded July 12, 1974 in Book D-322 at Page 36 in the aforesaid records.
8. Cable Communications Easement from MS Joint Venture to Time Warner Entertainment – Advance/Newhouse Partnership, Columbia, S.C. dated March 19, 2002 and recorded August 16, 2002 in Book 694 at Page 1645 in the aforesaid records.
9. Cable Communications Easement from MS Joint Venture to Time Warner Entertainment – Advance/Newhouse Partnership, Columbia, S.C. dated March 19, 2002 and recorded December 19, 2002 in Book 737 at Page 2359 in the aforesaid records.
10. Matters shown on As Built Map prepared for MS Investments, by B.P. Barber & Associates, Inc. dated May 3, 1976 and recorded in Plat Book X at Page 9106, in the aforesaid records including the following:
 - a. Marquee overhang
 - b. Footings and footing encroachments

- c. Building encroachment onto sidewalk along southern boundary
11. Matters shown on Map prepared for MS Investments, by B.P. Barber & Associates, Inc. dated May 8, 1974 and recorded in Plat Book X at Page 2805, in the aforesaid records including the following:
 - a. Footings encroachments
 - b. Brick wall
 - c. Building encroachment onto sidewalk along southern boundary
 12. Matters shown on Plat prepared for City of Columbia, S.C. by Cox and Dinkins, Inc. dated July 2, 2020, last revised September 22, 2020 and recorded or to be recorded in the aforesaid records, including the following:
 - a. Drainage pipe
 - b. Concrete footings along/near northern boundary
 - c. 0.2' Building encroachments into right-of-way along southern boundary
 - d. Stucco Wall along/near northern boundary
 - e. 17' party wall
 - f. Easement for second floor access

As to 1127 Washington Street:

1. Possible lack of title to that portion of the land shown as 10' Alleyway shown on plat prepared for MS Investments, by B.P. Barber & Associates, Inc. dated May 3, 1976 and recorded in Plat Book X at Page 9106, in the Office of the Register of Deeds for Richland County, South Carolina, also shown on plat prepared by Cox and Dinkins, Inc. for MS Joint Venture dated January 11, 2001, last revised May 1, 2002.
2. Rights of the public and others entitled thereto in and to the use of that of the insured premises within the bounds of the 10' Alleyway and the sidewalks shown on plat prepared for MS Investments, by B.P. Barber & Associates, Inc. dated May 3, 1976 and recorded in Plat Book X at Page 9106, in the aforesaid records, also shown on plat prepared by Cox and Dinkins, Inc. for MS Joint Venture dated January 11, 2001, last revised May 1, 2002.
3. Cross easements regarding 10' Alleyway set forth in Indenture between Charles L. Johnson, Edward J. Sawyer and Carolina National Bank dated March __, 1909 in Book AN at Page 556 in the aforesaid records.
4. Easement granted by The Carolina National Bank of Columbia to The South Carolina National Bank dated April 28, 1926 and recorded November 15, 1945 in Book GI at Page 34 in the aforesaid records.
5. Easement granted in Agreement by and between The South Carolina National Bank as Trustee and M. S. Investments, a Partnership dated June 25, 1974 and recorded July 12, 1974 in Book D-322 at Page 36 in the aforesaid records.
6. Easement Grant by and between M S Investments, M S Joint Venture, a South Carolina Partnership and The South Carolina National Bank dated June 24, 1977 and recorded June 24, 1977 in Book D-427 at Page 186 in the aforesaid records.

7. Matters shown on As Built Map prepared for MS Investments, by B.P. Barber & Associates, Inc. dated May 3, 1976 and recorded in Plat Book X at Page 9106, in the aforesaid records including the following:
 - a. Approx. location of 8" C.I Drain
 - b. Concrete wall
 - c. Generator in steel fence
 - d. Curb
8. Matters shown on Map prepared for MS Investments, by B.P. Barber & Associates, Inc. dated May 8, 1974 and recorded in Plat Book X at Page 2805, in the aforesaid records including the following:
 - a. Brick wall encroaches 0.15' onto 10' alleyway
9. Matters shown on Plat prepared for City of Columbia, S.C. by Cox and Dinkins, Inc. dated July 2, 2020, last revised September 22, 2020 and recorded on October 16, 2020 in Book 2540 at Page 1048 in the aforesaid records, including the following:
 - a. Drainage easement and drop inlets
 - b. Concrete island
 - c. Concrete block wall
 - d. Generator
 - e. Inaccessible area – contains AC units
 - f. Metal plate, metal grate
 - g. Storm drainage pipes
 - h. Wall

As to Additional Real Property:

APPENDIX D**EXHIBIT D****VALUATION OF 2021 FACILITIES AND
PERCENTAGES THEREOF PURCHASED FROM BASE PAYMENTS**Name of FacilityAssigned Value*

Municipal Complex – 1401 Main Street and
1127 Washington Street
[Additional City Property]

\$_____

* Represents appraised values of land and improvements determined as of the execution date of this
2025 Supplement to Installment Purchase and Use Agreement by the City.

[To be updated]

	Base Payments	Percentage of		Base Payments	Percentage of
	Allocated to	2021 Facilities		Allocated to	2021 Facilities
<u>Payment Date</u>	<u>Purchase Price</u>	<u>Purchased</u>	<u>Payment Date</u>	<u>Purchase Price</u>	<u>Purchased</u>

¹ Represents interest payments to be made with proceeds of Series [2021][2025] Bonds.

EXHIBIT E**BASE PAYMENTS SCHEDULE****[To be updated]**

<u>Year</u>	<u>May 20,</u>	<u>November 20,</u>
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
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2042		
2043		
2044		
2045		
2046		
2047		
2048		
2049		
2050		
2051		

¹ Represents interest payments to be made with proceeds of Series 2021 Bonds.

APPENDIX E

FORM OF CONTINUING DISCLOSURE UNDERTAKING

[To be attached]

EXHIBIT D**Form of Amendment to 2021 Trust Agreement**

SUPPLEMENTAL TRUST AGREEMENT

THIS SUPPLEMENTAL TRUST AGREEMENT (the “Supplement”) is entered into and executed this ____ day of _____, 2025, between Columbia Facilities Corporation (the “Corporation”) and [Regions Bank], as trustee (the “Trustee”).

WHEREAS, the parties have heretofore entered into the Original Trust Agreement (as defined herein), pursuant to which it was contemplated that the Corporation would issue Bonds from time to time; and

WHEREAS, the Corporation has heretofore issued its \$54,625,000 principal amount Installment Purchase Revenue Bonds (City of Columbia Project) Series 2021 (the “Series 2021 Bonds”) pursuant to the Trust Agreement dated May 19, 2021 (the “Original Trust Agreement”), between the Corporation and the Trustee, the proceeds of which were used, among other things, to finance the 2021 Projects (as defined in the Original Trust Agreement); and

WHEREAS, the Corporation desires to issue its \$_____ principal amount Installment Purchase Revenue Bonds (City of Columbia Project), Series 2025 (the “Series 2025 Bonds”) pursuant to the Original Trust Agreement, as supplemented by this Supplement (as so supplemented, the “Trust Agreement”), in order to provide funds, together with other available amounts, to finance the costs of completing the 2021 Projects (as defined in the 2025 Supplement to Purchase and Use Agreement)[, including capitalized interest on the Series 2025 Bonds], to pay Base Lease Rent (as defined in the hereinafter defined Base Lease) to the City to be used for Additional Ancillary Projects (as defined in the hereinafter defined 2025 Supplement to Purchase and Use Agreement) and to pay certain costs and expenses relating to the issuance of the Series 2025 Bonds;

NOW THEREFORE, the parties heretofore agree as follows:

ARTICLE I DEFINITIONS

SECTION 1.1. Definitions. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Original Trust Agreement. The following words and terms shall have the meanings set forth below unless the context or use clearly indicates another meaning or intent:

“2021 Projects” shall have the meaning set forth in the 2025 Supplement to Purchase and Use Agreement.

“2025 Supplement to Base Lease” means the 2025 Supplement to Base Lease and Conveyance Agreement dated of even date herewith, the Corporation and the City.

“2025 Supplement to Purchase and Use Agreement” means the 2025 Supplement to Installment Purchase and Use Agreement dated of even date herewith, between the Corporation and the City.

“Additional Ancillary Projects” shall have the meaning set forth in the 2025 Supplement to Purchase and Use Agreement.

“Base Lease” means the Base Lease and Conveyance Agreement dated May 19, 2021, as amended and supplemented the 2025 Supplement to Base Lease, between the Corporation and the City, as the same may be further amended and supplemented from time to time.

“City” means the City of Columbia, South Carolina.

“Original Trust Agreement” means the Trust Agreement dated May 19, 2021, between the Corporation and the Trustee.

“Purchase and Use Agreement” means the Installment Purchase and Use Agreement dated May 19, 2021, as amended and supplemented by the 2025 Supplement to Purchase and Use Agreement, between the Corporation and the City, as the same may be further amended and supplemented from time to time.

“Supplement” means this Supplemental Trust Agreement dated _____, 2025, between the Corporation and the Trustee.

“Trust Agreement” means the Original Trust Agreement, as amended and supplemented by this Supplement, as the same may be further amended and supplemented from time to time.

“Underwriter” means _____, as underwriter.

ARTICLE II AUTHORIZATION AND TERMS OF SERIES 2025 BONDS

SECTION 2.1. Principal Amount of Series 2025 Bonds; Designation of Series 2025 Bonds; Conditions to Delivery.

(a) Upon the execution and delivery hereof, there are hereby authorized a series of Bonds in the aggregate principal amount of \$_____ to be designated “Columbia Facilities Corporation, Installment Purchase Revenue Bonds (City of Columbia Project), Series 2025.” The Series 2025 Bonds shall be dated the date of initial delivery thereof and are issued as “Additional Bonds” pursuant to the Original Trust Agreement.

(b) Upon the execution and delivery hereof, and satisfaction of the conditions established by the Original Trust Agreement and this Supplement, the Corporation shall execute and the Trustee shall authenticate and deliver the Series 2025 Bonds to, or to the order of, the Underwriter.

(c) Before the Trustee authenticates and delivers the Series 2025 Bonds, the Trustee shall have received a request and authorization from the City and the Corporation, signed on their behalf by a City Representative and a Corporation Representative, respectively, to authenticate and deliver the Series 2025 Bonds to, or on the order of, the Underwriter upon payment to the Trustee of the amount specified therein, which amount shall be deposited as provided in Section 4.1 hereof, and executed copies of:

- (i) this Supplement;
- (ii) the 2025 Supplement to Purchase and Use Agreement;
- (iii) the 2025 Supplement to Base Lease; and
- (iv) (A) a Favorable Opinion of Bond Counsel, and (B) certified copies of resolutions adopted by the Board of Directors of the Corporation and an ordinance enacted by the Council,

each pursuant to Section 3.4(c) of the Original Trust Agreement;

SECTION 2.2. Purposes. The Series 2025 Bonds are authorized for the principal purposes of providing funds to pay the cost of completing the 2021 Projects [(including capitalized interest on the Series 2025 Bonds)], to pay Base Lease Rent to the City to be used for Additional Ancillary Projects and to pay certain costs and expenses relating to the issuance of the Series 2025 Bonds.

SECTION 2.3. Maturity Schedule; Date; Interest Rates. The Series 2025 Bonds shall be dated the date of their delivery, shall be mature on June 1 in the years and principal amounts set forth below and shall bear interest (calculated on the basis of a 360-day year consisting of twelve 30-day months) payable on each Bond Payment Date, at the rates set forth below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
-------------	-----------------------------	--------------------------	-------------	-----------------------------	--------------------------

SECTION 2.4. Authentication. The Series 2025 Bonds shall be authenticated, as provided in Section 3.10 of the Trust Agreement, on such date as it shall be delivered and shall bear interest from the later of the date of this Supplement, or the date to which interest has been paid immediately preceding the authentication date thereof, unless the authentication date thereof is a Bond Payment Date, in which event, such Series 2025 Bonds shall bear interest from the earlier of such authentication date or the date to which interest has been paid or, in the event no interest has been paid, from the date of this Supplement.

SECTION 2.5. Denomination and Numbering; Registration, Transfer and Exchange. The Series 2025 Bonds shall be issued in denominations of \$5,000 or any integral multiple thereof. The Series 2025 Bonds shall be numbered by the Trustee consecutively from 1 upward, preceded by the letter "R."

SECTION 2.6. Form of Series 2025 Bonds. The Series 2025 Bonds, together with the certificate of authentication and assignment to appear thereon, shall be in substantially the form attached hereto as Exhibit A with necessary and appropriate variations, omissions and insertions as permitted or required by the Trust Agreement.

SECTION 2.7. Book-Entry System. Notwithstanding anything to the contrary herein, so long as any series of the Bonds are being held under a Book-Entry System pursuant to Section 3.17 of the Trust Agreement and this Section 2.7, transfers of beneficial ownership of such Bonds will be effected pursuant to rules and procedures established by the Securities Depository. The Series 2025 Bonds shall be initially issued under a Book-Entry System and shall be held thereunder except as provided in this

Section 2.7. The Series 2025 Bonds shall be initially issued in the form of a separate, authenticated, fully registered Series 2025 Bond for each maturity in a principal amount equal to the amount of such maturity, and shall be registered on the Register in the name of the Securities Depository Nominee. So long as the Book-Entry System is in effect, the Securities Depository Nominee will be recognized as the Holder of the Series 2025 Bonds for the purposes of (i) paying the principal of, premium, if any, or interest on the Series 2025 Bonds, (ii) selecting the Series 2025 Bonds or portions thereof to be redeemed, (iii) giving any notice permitted or required to be given to Holders under this Trust Agreement, (iv) registering the transfer of Series 2025 Bonds, and (v) requesting any consent or other action to be taken by the Holders, and for all other purposes whatsoever, and neither the Trustee nor the Corporation shall be affected by any notice to the contrary. Neither the Trustee nor the Corporation shall have any responsibility or obligation to any Participant, any beneficial owner of Series 2025 Bonds or any other person claiming a beneficial ownership interest in the Series 2025 Bonds under or through the Securities Depository or any Participant, or any other person which is not shown on the Register as being a Holder of Series 2025 Bonds with respect to (i) the accuracy of any records maintained by the Securities Depository or any Participant, (ii) the payment to the Securities Depository, any Participant or any beneficial owner of Series 2025 Bonds of any amount in respect of the principal of, premium, if any, or interest on the Series 2025 Bonds, (iii) any notice which is permitted or required to be given to Holders under this Trust Agreement, (iv) the selection by the Securities Depository or any Participant or any other person to receive payment in the event of a partial redemption of the Series 2025 Bonds or (v) any other action taken by the Securities Depository as Holder of the Series 2025 Bonds. So long as the Book-Entry System is in effect, the Trustee shall pay all principal of and premium, if any, and interest on the Series 2025 Bonds only to the Securities Depository or the Securities Depository Nominee, as the case may be, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and premium, if any, and interest on the Series 2025 Bonds to the extent of the sum or sums so paid.

In the event that the Corporation determines that it is in the best interest of the Corporation not to continue the Book-Entry System or that the interest of the beneficial owners of the Series 2025 Bonds may be adversely affected if the Book-Entry System is continued, then the Corporation shall notify the Securities Depository and the Trustee of such determination and the Securities Depository shall immediately notify the Participants of the availability, through the Securities Depository, of physical Series 2025 Bonds. In such event, the Corporation shall execute and the Trustee shall authenticate, register and deliver physical Series 2025 Bonds as requested by the Securities Depository or any Participant or beneficial owner of Series 2025 Bonds in appropriate authorized denominations in exchange for the Series 2025 Bonds registered in the name of Securities Depository Nominee. The Securities Depository may determine to discontinue providing its services as such with respect to the Series 2025 Bonds at any time by giving notice to the Corporation and the Trustee and discharging its responsibilities with respect thereto under applicable laws or the Corporation may determine that the Securities Depository is incapable of discharging its duties as such and may so notify the Securities Depository. In either such event, the Corporation shall either (i) engage the services of another Securities Depository or (ii) deliver physical Series 2025 Bonds in the manner described above; provided, however, that the discontinuation of the Book Entry System of registration and transfer with respect to the Series 2025 Bonds or the replacement of the Securities Depository or any successor depository shall be subject to the applicable rules and procedures of the Securities Depository or such successor depository on file or otherwise approved by the Securities and Exchange Commission.

Notwithstanding any other provision of this Trust Agreement to the contrary, so long as the Series 2025 Bonds are registered in the name of Cede & Co., as Securities Depository Nominee, all payments with respect to the principal of, premium, if any, and interest on the Bonds and all notices with respect to the Series 2025 Bonds shall be made and given, respectively, to The Depository Trust

Company, New York, New York, as provided in the Blanket Letter of Representations of the Corporation dated May 5, 2021.

In connection with any notice or other communication to be provided to the Holders by the Corporation or the Trustee with respect to any consent or other action to be taken by the Holders, the Corporation or the Trustee, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository notice of such record date not less than 15 days in advance of such record date to the extent possible.

SECTION 2.8. Covenants of Corporation. The Series 2025 Bonds are being issued as taxable obligations for federal income tax purposes, although the Corporation acknowledges that it may issue Tax Exempt Bonds in the future, acting on behalf of the City, pursuant to the safe harbor established by Revenue Ruling 63-20, 1963-1 C.B. 24 (“Revenue Ruling 63-20”) and Treasury Regulation Section 1.103-1(b), and covenants to comply with all provisions of Revenue Ruling 63-20 and all applicable provisions of Revenue Procedure 82-26, 1982-1 C.B. 476 (“Revenue Procedure 82-26”). In connection therewith, the Corporation represents, warrants and covenants as follows:

(a) The Corporation is organized under the general nonprofit laws of the State as a nonprofit organization, the articles of incorporation of the Corporation provide that the Corporation is not organized for profit, and the Corporation’s income does not inure to any private person. The activities and purposes of the Corporation are those permitted under the general nonprofit corporation laws of the State, the Corporation will engage only in activities and for purposes that are permitted under the general nonprofit corporation laws of the State and the facilities to be financed with the Series 2025 Bonds (the “Financed Facilities”) are located entirely within the geographic boundaries of the City.

(b) The articles of incorporation of the Corporation provide that income of the Corporation will not inure to any private person. In fact, income of the Corporation does not inure to any private person, and upon dissolution of the Corporation, the Corporation’s net assets shall be distributed to the City. The Corporation shall not amend or modify its articles of incorporation or bylaws to modify any of its stated purposes or activities, or with respect to any other provision, without the advice of Bond Counsel.

(c) The Council enacted an ordinance on _____, _____, which is within one year prior to the issue date of the Series 2025 Bonds, approving the purposes and activities of the Corporation, the issuance of the Series 2025 Bonds by the Corporation for the purposes of financing the costs of completing the 2021 Projects and paying the Base Lease Rent to the City, and stating that the City will accept title to the Financed Facilities, including any additions or improvements thereto, no later than such time as the Series 2025 Bonds are discharged.

(d) By letter dated _____, the Corporation was determined by the Internal Revenue Service to be an exempt organization within the meaning of Section 501(c)(3) of the Code and not a private foundation under Section 509(a) of the Code. The activities of the Corporation hereunder are not unrelated to the charitable purpose of the Corporation described to the Internal Revenue Service in its application for recognition of its exempt status.

ARTICLE III
REDEMPTION OR PURCHASE OF SERIES 2025 BONDS

SECTION 3.1. Redemption of Series 2025 Bonds.

(a) Optional Redemption of Series 2025 Bonds. In the event the City exercises its option pursuant to Section 9.1 of the Purchase and Use Agreement to purchase the Corporation's interest in the Facilities and pay the amount required to defease and redeem the Series 2025 Bonds or in the event the City makes a voluntary prepayment under Section 4.3 of the Purchase and Use Agreement, the Series 2025 Bonds are subject to optional redemption as follows:

(1) the Series 2025 Bonds maturing on or after June 1, _____, shall be redeemed in whole or in part at any time on and after June 1, _____, by the Corporation at a redemption price equal to the principal amount of the Series 2025 Bonds to be redeemed plus accrued interest to the redemption date.

(2) [the Series 2025 Bonds may be redeemed in whole or in part at any time on any date prior to June 1, _____, by the Corporation at a redemption price equal to 100% of the principal amount of the Series 2025 Bonds to be redeemed, plus the Make-Whole Premium (as defined herein), plus accrued interest to the date fixed for redemption.

“Make-Whole Premium” means, with respect to any Series 2025 Bond to be redeemed, an amount calculated by a Designated Institution (as defined herein) equal to the positive difference, if any, between:

(i) the sum of the present values, calculated as of two business days prior to the date fixed for redemption of:

a. each interest payment that, but for the redemption, would have been payable on such Series 2025 Bond on each regularly scheduled Interest Payment Date occurring after the date fixed for redemption through the maturity date of such Series 2025 Bond (excluding any accrued interest for the period prior to the date fixed for redemption); provided that if the date fixed for redemption is not a regularly scheduled Interest Payment Date with respect to such Series 2025 Bond, the amount of the next regularly scheduled interest payment will be reduced by the amount of interest accrued on such Series 2025 Bond to the date fixed for redemption; plus

b. the principal amount that, but for such redemption would have been payable on the maturity date of such Series 2025 Bond; minus

(ii) the principal amount of such Series 2025 Bond.

The present values of the interest and principal payments referred to in (i) above will be determined by discounting the amount of each such interest and principal payment from the date that each such payment would have been payable but for the redemption to the date fixed for redemption on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at a discount rate equal to the Comparable Treasury Yield (as defined herein), plus:

a. _____ basis points for those Series 2025 Bonds maturing from June 1, _____ through June 1, _____; and

- b. ____ basis points for Series 2025 Bonds maturing June 1, ____ through June 1, ____.

“Comparable Treasury Yield” means the yield appearing in the most recently published statistical release designated “H.15(519) Selected Interest Rates” under the heading “Treasury Constant Maturities,” or any successor publication selected by the Designated Institution that is published weekly by the Board of Governors of the Federal Reserve System and that establishes yields on actively traded United States Treasury securities adjusted to constant maturity, for the maturity corresponding to the remaining term to maturity of the Series 2025 Bond being redeemed. The Comparable Treasury Yield will be determined at least two business days but not more than 45 calendar days preceding the applicable date fixed for redemption. If the H.15(519) statistical release sets forth a weekly average yield for United States Treasury securities that have a constant maturity that is the same as the remaining term to maturity of the Series 2025 Bond being redeemed, then the Comparable Treasury Yield will be calculated by interpolation on a straight-line basis, between the weekly average yields on the United States Treasury securities that have a constant maturity (i) closest to and greater than the remaining term to maturity of the Series 2025 Bond being redeemed; and (ii) closest to and less than the remaining term to maturity of the Series 2025 Bond being redeemed. Any weekly average yields calculated by interpolation will be rounded to the nearest 1/100th of 1%, with any figure of 1/200th of 1% or above being rounded upward.

If, and only if, weekly average yields for United States Treasury securities for the preceding week are not available in the H.15(519) statistical release or any successor publication, then the Comparable Treasury Yield will be the rate of interest per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Price (as defined herein) as of the date fixed for redemption.

“Comparable Treasury Issue” means the United States Treasury securities selected by the Designated Institution as having a maturity comparable to the remaining term to maturity of the Series 2025 Bond being redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term to maturity of the Series 2025 Bond being redeemed.

“Comparable Treasury Price” means, with respect to any date on which a Series 2025 Bond or portion thereof is being redeemed, either (a) the average of five Reference Treasury Dealer (as defined herein) quotations for the date fixed for redemption, after excluding the highest and lowest of such quotations, and (b) if the Designated Institution is unable to obtain five such quotations, then the average of the quotations that are obtained. The quotations will be the average, as determined by the Designated Institution, of the bid and asked prices for the Comparable Treasury Issue, at 2:00 p.m. New York City time on a business day at least two business days but no more than 45 calendar days preceding the applicable date fixed for redemption.

“Designated Institution” means an investment banking institution of national standing which is a primary United States government securities dealer in the City of New York designated by the Corporation, which may be one of the underwriters of the Series 2025 Bonds.

“Reference Treasury Dealer” means a primary United States Government securities dealer in the United States appointed by the Corporation and reasonably acceptable to the

Designated Institution, which may be one of the underwriters of the Series 2025 Bonds.]

The Series 2025 Bonds shall be redeemed in accordance with this paragraph (a) only by written notice from the City or the Corporation to the Trustee of the redemption of the Series 2025 Bonds and directing the Trustee to give notice thereof to the Holders in accordance with Section 4.2 of the Original Trust Agreement. Such notice shall specify the redemption date on which the Series 2025 Bonds are to be redeemed, and shall be given to the Trustee at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Trustee. Prior to the giving of notice by the Trustee to the Holders as provided in Section 4.2 of the Original Trust Agreement, there shall be deposited with the Trustee funds which, in addition to any other moneys available therefor and held by the Trustee, will be sufficient to redeem at the redemption price thereof all of the redeemable Series 2025 Bonds for which notice of redemption has been given; provided that the Trustee may accept such other assurance from the City or the Corporation as it deems appropriate as to the availability of such funds or may condition any such notice on the receipt of funds at or prior to the date set for redemption.

(b) Special Optional Redemption of Series 2025 Bonds. In the event the City elects to prepay Installment Payments pursuant to the provisions of Section 7.3 of the Purchase and Use Agreement, the Series 2025 Bonds shall be subject to redemption in whole or in part on any date (as selected by the Trustee at the direction of the Corporation), at a price equal to 100% of the principal amount of the Series 2025 Bonds so redeemed, without premium, plus accrued interest to the date of redemption. Series 2025 Bonds to be redeemed pursuant to this paragraph (b) shall be redeemed in accordance with the procedure set forth in the last paragraph of paragraph (a) above and Section 4.2 of the Original Trust Agreement.

(c) Mandatory Sinking Fund and Other Redemption of Series 2025 Bonds. The Series 2025 Bonds maturing on June 1, in the years _____, are subject to mandatory sinking fund redemption, at a redemption price equal to the principal amount to be redeemed plus accrued interest, if any, to the redemption date, without premium on June 1 of the years and in the amounts as follows:

Series 2025 Bonds	
<u>Maturing June 1, _____</u>	
<u>Year</u>	<u>Principal Amount</u>

Series 2025 Bonds	
<u>Maturing June 1, _____</u>	
<u>Year</u>	<u>Principal Amount</u>

(Leaving \$_____ to mature on
June 1, _____)

(Leaving \$_____ to mature on June 1,
_____)

The requirements of subsection (c) are subject, however, to the provision that any partial redemption of Series 2025 Bonds under subsections (a) or (b) above shall reduce the mandatory scheduled redemption requirements of subsection (c) as provided in this paragraph. In the event of a partial redemption of Series 2025 Bonds under subsections (a) or (b) above, the Trustee shall allocate the principal amount of Series 2025 Bonds redeemed against the next Series 2025 Bonds to be redeemed under subsection (c) or otherwise as directed by a Corporation Representative in writing at least 45 days prior to the date with respect to which any such credit is to be allocated.

At its option, to be exercised on or before the 45th day next preceding any mandatory sinking fund redemption date for Series 2025 Bonds, the Corporation may deliver to the Trustee for cancellation Series 2025 Bonds of the maturity in any aggregate principal amount which have been purchased by the Corporation in the open market. Each Series 2025 Bond so delivered shall be credited by the Trustee at 100 percent of the principal amount thereof against the mandatory sinking fund redemption requirement for Series 2025 Bonds on such mandatory sinking fund redemption date; and any excess of such amount shall be credited against future mandatory scheduled redemption requirements in chronological order or such other order as directed in writing by the Corporation to the Trustee. The Corporation, will, on or before the 45th day preceding each mandatory sinking fund redemption date, furnish the Trustee with a certificate, signed by a Corporation Representative, stating the extent to which the provisions of the first sentence of this paragraph are to be availed of with respect to such mandatory redemption requirements for such mandatory redemption date; unless such certificate is so timely furnished to the Trustee, the mandatory redemption requirements for such mandatory redemption date shall not be reduced under the provisions of this paragraph.

(d) Partial Redemption of Series 2025 Bonds. If less than all of the Series 2025 Bonds are called for redemption, the Series 2025 Bonds to be redeemed will be selected in the manner that the Corporation shall determine as set forth in a certificate of the Corporation filed with the Trustee. If less than all Series 2025 Bonds of any one maturity are called for redemption, the Trustee shall select the Series 2025 Bonds to be redeemed by lot, each \$5,000 portion of the principal being counted as one Series 2025 Bond for this purpose; provided, however, that so long as the only registered owner of the Series 2025 Bond is Cede & Co., such selection shall be made by the Securities Depository consistent with its rules and procedures.

ARTICLE IV PROVISIONS AS TO FUNDS AND PAYMENTS

SECTION 4.1. Deposit and Application of Sales Proceeds. In order to assure that the Base Lease Rent, the costs of completing the 2021 Projects [(including capitalized interest on the Series 2025 Bonds)] and the costs of issuance related to the Series 2025 Bonds will be paid without delay and that the 2021 Facilities will continue to be available for lease and occupancy by the City without delay, there shall be deposited with the Trustee the proceeds received from the sale of the Series 2025 Bonds, representing the principal amount of the Series 2025 Bonds [plus][less] net original issue [premium][discount] and less Underwriter's discount, which shall be deposited to the Project Fund and shall be disbursed pursuant to or consistent with the procedures described in Section 5.3 of the Original Trust Agreement; provided that it is anticipated that not exceeding \$_____ of such proceeds will be utilized for Base Lease Rent to the City for Additional Ancillary Projects.

SECTION 4.2. Creation of Sub-Accounts in Bond Fund. In connection with the issuance of the Series 2025 Bonds, there is hereby established a separate subaccount of the Facilities Purchase Account of the Bond Fund for the purpose of making payment on the Series 2025 Bonds. No subaccount of the Reserve Account shall be established as security for, or funded from the sale proceeds of, the Series 2025 Bonds.

ARTICLE V

MISCELLANEOUS

SECTION 5.1. Limitation of Rights. With the exception of rights conferred expressly herein, nothing expressed or mentioned in or to be implied from the Base Lease, the Purchase and Use Agreement or the Series 2025 Bonds is intended or shall be construed to give to any Person and the parties hereto and the Holders of the Series 2025 Bonds any legal or equitable right, remedy, power or claim under or with respect hereto or any covenants, agreements, conditions and provisions contained herein. This Supplement and all of those covenants, agreements, conditions and provisions are intended to be, and are, for the sole and exclusive benefit of the parties hereto and the Holders of the Series 2025 Bonds as provided herein.

SECTION 5.2. Severability. In case any section or provision hereof, or any covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken hereunder, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder thereof or any other section or provision hereof or any other covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken hereunder, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained therein and shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law from time to time.

SECTION 5.3. Binding Effect. This Supplement shall inure to the benefit of and shall be binding upon the Corporation and upon the Trustee, and their respective successors and assigns, subject, however, to the limitations contained herein.

SECTION 5.4. Counterparts. This Supplement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

SECTION 5.5. Governing Law. This Supplement and the Series 2025 Bonds shall be deemed to be contracts made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, the Corporation has caused this Trust Agreement to be executed and delivered for it and in its name and on its behalf by its duly authorized officers, and the Trustee has caused this Trust Agreement to be executed and delivered for it and in its name and on its behalf by its duly authorized officer, on the dates of the respective acknowledgments but all as of the day and year first above written.

COLUMBIA FACILITIES CORPORATION

(SEAL)

Attest:

By: _____

Its: _____

By: _____

Secretary, Board of Directors

[REGIONS BANK], as Trustee

By: _____

Its: _____

EXHIBIT A**[FORM OF BOND]**

Unless this bond is presented by an authorized representative of The Depository Trust Company, New York, New York ("DTC") to Columbia Facilities Corporation or its agent for registration of transfer, exchange, or payment and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Registered
No. R-__

\$ _____

COLUMBIA FACILITIES CORPORATION
INSTALLMENT PURCHASE REVENUE BONDS
(CITY OF COLUMBIA PROJECT)
SERIES 2025

Interest Rate	Maturity Date	Dated Date	CUSIP
_____ %	_____	_____	

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

Columbia Facilities Corporation (the "Corporation"), a nonprofit corporation organized and existing under the laws of the State of South Carolina (the "State"), for value received hereby acknowledges itself obligated to, and promises to pay, the Registered Owner identified above, or registered assigns, but only out of the sources pledged for that purpose as hereinafter provided, and not otherwise, on the Maturity Date set forth above, and to pay interest on the unpaid balance of said sum from the most recent June 1 or June 1 to which interest has been paid or for which due provision has been made or, if no interest has been paid, from the Dated Date set forth above, at the rate of interest per annum set forth above (calculated on the basis of a 360-day year of twelve 30-day months) payable on June 1 and June 1 (each a "Bond Payment Date") of each year commencing June 1, _____, until the Corporation's obligation with respect to payment of the principal amount is discharged.

Interest is payable to the person in whose name this bond is registered at the close of business on the 15th day next preceding each Bond Payment Date, except that interest not duly paid or provided for when due shall be payable to the person in whose name this bond is registered at the close of business on a special record date to be fixed for the payment of defaulted interest. Such defaulted interest shall be payable to the Holder in whose name such Bond is registered at the close of business on a special record

date for the payment of such defaulted interest established by notice mailed to the Holders of the Bonds not less than five days prior to such special record date to Holders thereof at the address as it appears on the bond register not less than 10 days preceding such special record date. If the Trustee registers the transfer of this bond subsequent to the mailing of such notice and on or before the special record date, any such notice of payment of defaulted interest shall be binding upon the transferee and a copy of the notice of payment of defaulted interest shall be delivered by the Trustee to the transferee along with the bond or bonds.

Principal of and interest on this bond are payable in lawful money of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts. Payments of interest will be made by check or draft drawn upon Regions Bank, as trustee (the "Trustee"), and mailed to the person entitled thereto. Principal, when due, shall be paid upon surrender of this bond at the designated corporate trust office of the Trustee in Atlanta, Georgia. At the written request addressed to the Trustee of the Holder of Bonds in the aggregate principal amount of at least \$1,000,000, interest and redemptions of principal shall be paid by wire transfer or other means acceptable to the Trustee to an account within the continental United States by prior written instructions filed with the Trustee not later than the Record Date for such purpose.

The Bonds and the interest thereon and redemption premium, if any, shall be an obligation of the Corporation, and shall be secured by and payable from the Trust Estate (as defined in the hereafter defined Trust Agreement). The Bonds do not and shall not be deemed to constitute or create an indebtedness, liability or obligation of the City of Columbia, South Carolina (the "City") within the meaning of any State constitutional provision or statutory limitation or a pledge of the faith and credit of the City. The Bonds and the interest thereon are payable from and secured by the Trust Estate as described in and subject to limitations set forth in the Trust Agreement for the equal and ratable benefit of the Holders, from time to time, of the Bonds.

This bond is one of a series of Bonds of the Corporation limited in aggregate original face amount to \$_____ and designated as Columbia Facilities Corporation, Installment Purchase Revenue Bonds (City of Columbia Project) Series 2025 (the "Bonds"), issued under a Trust Agreement, dated May 19, 2021, as supplemented by a Supplemental Trust Agreement, dated _____, 2025 (the "Supplemental Trust Agreement"; as so supplemented, the "Trust Agreement"), each between the Corporation and the Trustee, to provide funds to finance the costs of completing the 2021 Projects (as defined in the Trust Agreement), to pay the Base Lease Rent (as defined in the hereinafter defined Base Lease) to the City and to pay costs of issuance related to the Bonds all by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and statutes of the State, and pursuant to a resolution duly adopted by the Board of Directors of the Corporation. The City Council of the City has enacted an ordinance approving the Corporation and the issuance of the Bonds by the Corporation. The City has leased the real property on which certain new and existing public facilities financed with the Series 2021 Bonds (as defined in the Trust Agreement) are located to the Corporation under the terms of a Base Lease and Conveyance Agreement dated May 19, 2021, as amended and supplemented by the 2025 Supplement to Base Lease and Conveyance Agreement dated _____, 2025 (as so supplemented, the "Base Lease"). The Corporation and the City entered into an Installment Purchase and Use Agreement dated May 19, 2021, as amended and supplemented by a 2025 Supplement to Installment Purchase and Use Agreement dated _____, 2025 (as so supplemented, the "Purchase and Use Agreement"), pursuant to which the City agreed to purchase the 2021 Facilities from the Corporation.

Pursuant to the Trust Agreement the Corporation has granted to the Trustee for the benefit of the owners of the Bonds, a security interest in the Trust Estate which includes the Revenues (as defined in the Trust Agreement) consisting of the Installment Payments (as defined in the Trust Agreement) payable by the City under the Purchase and Use Agreement, any other sums arising under the Purchase and Use Agreement, amounts on deposit from time to time in the funds and accounts created pursuant to the Trust Agreement and the investment income therefrom. **The Trust Agreement does not provide for the establishment or funding of any subaccount in the Reserve Account of the Bond Fund (as such terms are defined in the Trust Agreement) for the benefit of the Bonds.**

The Trust Agreement further provides that the Corporation may issue additional bonds secured on a parity with the Bonds by the Trust Estate under the terms and conditions and to the extent described in the Trust Agreement. The City's obligation to pay Installment Payments under the Purchase and Use Agreement is subject to annual appropriations and the obligation may be terminated at the end of any fiscal year of the City by an Event of Nonappropriation (as defined in the Purchase and Use Agreement). UPON THE OCCURRENCE OF AN EVENT OF NONAPPROPRIATION, THE CITY MAY TERMINATE THE PURCHASE AND USE AGREEMENT AS OF THE END OF THE FISCAL YEAR DURING WHICH SUCH EVENT OF NONAPPROPRIATION OCCURS, AND THE CITY SHALL NOT BE OBLIGATED TO MAKE PAYMENT OF THE INSTALLMENT PAYMENTS BEYOND THE END OF SUCH FISCAL YEAR.

Counterparts or copies of the Trust Agreement, the Purchase and Use Agreement, the Base Lease and the other documents referred to herein are on file at the corporate trust office of the Trustee in Atlanta, Georgia, and reference is hereby made thereto and to the documents referred to therein for the provisions thereof, including the provisions with respect to the rights, obligations, duties and immunities of the Corporation, the City, the Trustee and the Registered Owners of the Bonds under such documents, the security for the Bonds and the conditions under which additional bonds may be issued thereunder to all of which the Registered Owner hereof, by acceptance of this bond, assents. The Bonds are subject to redemption prior to maturity as provided in the Trust Agreement, as described in the following lettered paragraphs:

(a)(1) In the event the City exercises its option pursuant to the Purchase and Use Agreement to prepay Base Payments, the Bonds maturing on and after June 1, ____ will be redeemed by the Corporation in whole on any date or in part on any date, on or after June 1, ____ at a redemption price equal to the principal amount to be redeemed plus accrued interest to the redemption date.

(2) [the Bonds may be redeemed in whole or in part at any time on any date prior to June 1, ____, by the Corporation at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus the Make-Whole Premium (as defined herein), plus accrued interest to the date fixed for redemption.

“Make-Whole Premium” means, with respect to any Bond to be redeemed, an amount calculated by a Designated Institution (as defined herein) equal to the positive difference, if any, between:

(i) the sum of the present values, calculated as of two business days prior to the date fixed for redemption of:

a. each interest payment that, but for the redemption, would have been payable

on such Bond on each regularly scheduled Interest Payment Date occurring after the date fixed for redemption through the maturity date of such Bond (excluding any accrued interest for the period prior to the date fixed for redemption); provided that if the date fixed for redemption is not a regularly scheduled Interest Payment Date with respect to such Bond, the amount of the next regularly scheduled interest payment will be reduced by the amount of interest accrued on such Bond to the date fixed for redemption; plus

b. the principal amount that, but for such redemption would have been payable on the maturity date of such Bond; minus

(ii) the principal amount of such Bond.

The present values of the interest and principal payments referred to in (i) above will be determined by discounting the amount of each such interest and principal payment from the date that each such payment would have been payable but for the redemption to the date fixed for redemption on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at a discount rate equal to the Comparable Treasury Yield (as defined herein), plus:

a. ____ basis points for those Bonds maturing from June 1, ____ through June 1, ____; and

b. ____ basis points for Bonds maturing June 1, ____ through June 1, ____.

“Comparable Treasury Yield” means the yield appearing in the most recently published statistical release designated “H.15(519) Selected Interest Rates” under the heading “Treasury Constant Maturities,” or any successor publication selected by the Designated Institution that is published weekly by the Board of Governors of the Federal Reserve System and that establishes yields on actively traded United States Treasury securities adjusted to constant maturity, for the maturity corresponding to the remaining term to maturity of the Bond being redeemed. The Comparable Treasury Yield will be determined at least two business days but not more than 45 calendar days preceding the applicable date fixed for redemption. If the H.15(519) statistical release sets forth a weekly average yield for United States Treasury securities that have a constant maturity that is the same as the remaining term to maturity of the Bond being redeemed, then the Comparable Treasury Yield will be calculated by interpolation on a straight-line basis, between the weekly average yields on the United States Treasury securities that have a constant maturity (i) closest to and greater than the remaining term to maturity of the Bond being redeemed; and (ii) closest to and less than the remaining term to maturity of the Bond being redeemed. Any weekly average yields calculated by interpolation will be rounded to the nearest 1/100th of 1%, with any figure of 1/200th of 1% or above being rounded upward.

If, and only if, weekly average yields for United States Treasury securities for the preceding week are not available in the H.15(519) statistical release or any successor publication, then the Comparable Treasury Yield will be the rate of interest per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Price (as defined herein) as of the date fixed for redemption.

“Comparable Treasury Issue” means the United States Treasury securities selected by the

Designated Institution as having a maturity comparable to the remaining term to maturity of the Bond being redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term to maturity of the Bond being redeemed.

“Comparable Treasury Price” means, with respect to any date on which a Bond or portion thereof is being redeemed, either (a) the average of five Reference Treasury Dealer (as defined herein) quotations for the date fixed for redemption, after excluding the highest and lowest of such quotations, and (b) if the Designated Institution is unable to obtain five such quotations, then the average of the quotations that are obtained. The quotations will be the average, as determined by the Designated Institution, of the bid and asked prices for the Comparable Treasury Issue, at 2:00 p.m. New York City time on a business day at least two business days but no more than 45 calendar days preceding the applicable date fixed for redemption.

“Designated Institution” means an investment banking institution of national standing which is a primary United States government securities dealer in the City of New York designated by the Corporation, which may be one of the underwriters of the Bonds.

“Reference Treasury Dealer” means a primary United States Government securities dealer in the United States appointed by the Corporation and reasonably acceptable to the Designated Institution, which may be one of the underwriters of the Bonds.]

(b) In the event the City elects to prepay Installment Payments pursuant to Section 7.3 of the Purchase and Use Agreement, the Bonds shall be subject to redemption in whole or in part on any date (as selected by the Trustee at the direction of the Corporation), at a price equal to 100% of the principal amount of the Bonds so redeemed, without premium, plus accrued interest to the date of redemption. Bonds to be redeemed pursuant to this paragraph (b) shall be redeemed in accordance with the procedure set forth in the last paragraph of paragraph 3.1(a) of the Supplemental Trust Agreement and Section 4.2 of the Trust Agreement.

(c) The Bonds maturing on June 1, _____, are subject to mandatory sinking fund redemption, at a redemption price equal to the principal amount to be redeemed plus accrued interest, if any, to the redemption date, without premium on June 1 in the years and amounts as follows:

Series 2021 Bonds maturing	
June 1, _____	
<u>Year</u>	<u>Amount</u>

(Leaving \$_____ to mature on
June 1, _____)

The requirements of subsection (c) are subject, however, to the provision that any partial redemption of Bonds under subsections (a) or (b) shall reduce the mandatory scheduled redemption requirements of subsection (c) as provided in this paragraph. In the event of a partial redemption of Bonds under subsections (a) or (b), the Trustee shall allocate the principal amount of Bonds redeemed against the next

Bonds to be redeemed under subsection (c) or otherwise as directed by a Corporation Representative in writing at least 45 days prior to the date with respect to which any such credit is to be allocated if accompanied by a Favorable Opinion of Bond Counsel.

At its option, to be exercised on or before the 45th day next preceding any mandatory sinking fund redemption date for Bonds, the Corporation may deliver to the Trustee for cancellation Bonds of the maturity in any aggregate principal amount which have been purchased by the Corporation in the open market. Each Bond so delivered shall be credited by the Trustee at 100 percent of the principal amount thereof against the mandatory sinking fund redemption requirement for Bonds on such mandatory sinking fund redemption date; and any excess of such amount shall be credited against future mandatory scheduled redemption requirements in chronological order or such other order as directed in writing by the Corporation to the Trustee. The Corporation, will, on or before the 45th day preceding each mandatory sinking fund redemption date, furnish the Trustee with a certificate, signed by a Corporation Representative, stating the extent to which the provisions of the first sentence of this paragraph are to be availed of with respect to such mandatory redemption requirements for such mandatory redemption date; unless such certificate is so timely furnished to the Trustee, the mandatory redemption requirements for such mandatory redemption date shall not be reduced under the provisions of this paragraph.

Notice of redemption shall be given by the Trustee by first class mail, postage prepaid, to the Registered Owners of the Bonds to be redeemed at their addresses appearing on the Register maintained by the Trustee, said mailing to be not less than 30 days, but not more than 60 days, prior to the redemption date. Failure of the Trustee to give any notice of redemption or any defects in such notice shall not affect the validity of the redemption of any other Bonds.

The Registered Owner of this bond shall have no right to enforce the provisions of the Trust Agreement or to institute an action to enforce the covenants thereof, or to take any action with respect to a default hereof, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Trust Agreement.

Upon the occurrence of certain Events of Default (as defined in the Trust Agreement), all Bonds may be declared immediately due and payable and thereupon shall become and be immediately due and payable as provided in the Trust Agreement.

The Bonds are issuable only in fully registered form. Subject to the limitations provided for in the Trust Agreement, this bond may be exchanged for a like aggregate principal amount payable at maturity of Bonds of the same maturity in authorized denominations.

The Bonds are transferable by the Registered Owner thereof in person or by his attorney duly authorized in writing at the designated corporate trust office of the Trustee, but only in the manner and subject to the limitations provided for in the Trust Agreement and upon surrender and cancellation of this bond. Upon such transfer a new Bond or Bonds of the same maturity and in authorized denominations for the same aggregate principal amount payable at maturity will be issued to the transferee in exchange. The Trustee may require a Registered Owner, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Trust Agreement in connection with the exchange or transfer. The Trustee need not exchange or register the transfer of a Bond which has been selected for redemption and need not exchange or register the transfer of any Bond for a period of 15 days before a selection of Bonds to be redeemed or before any June 1 or December 1. The Corporation, the City, the Trustee and any paying agent may treat the Registered Owner of this bond as the absolute owner for the purpose of receiving payment as herein provided and for all other purposes and none of them shall be affected by any notice to the contrary.

Under the laws of the State, this Bond and the income herefrom are exempt from all State, county, municipal, City and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this bond have existed, have happened and have been performed in due form, time and manner as required by law.

IN WITNESS WHEREOF, the Corporation has caused this bond to be executed and attested by the manual signatures of its duly authorized officers, and this bond to be authenticated by the manual signature of an authorized representative of the Trustee, without which authentication this bond shall not be valid nor entitled to the benefits of the Trust Agreement.

COLUMBIA FACILITIES CORPORATION

By: _____
President

(SEAL)

Attest: _____
Secretary

TRUSTEE'S AUTHENTICATION CERTIFICATE

The undersigned Trustee hereby certifies that this is one of the Bonds described in the within mentioned Trust Agreement.

Date of Authentication: _____, 2025

REGIONS BANK, as Trustee

By: _____
Authorized Signatory

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

By: _____

(Authorized Officer)

Signature Guaranteed

Notice: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

Notice: The signature to the assignment must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the
entireties

_____ Custodian _____
(Cust) (Minor)
under Uniform Gifts to
Minors Act _____
(State)

JT TEN - as joint tenants with
right of survivorship
and not as tenants in
common

Additional abbreviations may also be used though not in above list.



MEETING DATE: February 18, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-006 - Granting an encroachment to the University of South Carolina for the use of the right of way area of the 1200 block of Greene Street for the installation and maintenance of a brick paver field, a brick seat wall, site furnishings, landscaping and irrigation adjacent to 1212 Greene Street, Richland County TMS# 11303-03-01

REQUISITION NO.: 2025-006

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

First reading approval was given on February 4, 2025.

ATTACHMENTS:

- **#a:** 2025-006-USC Greene St Encroachment Case packet (PDF)
- **#b:** 2025-006 - USC Greene St Encroachment (PDF)

HISTORY:

02/04/25

Columbia City Council APPROVED ON FIRST READING.

**CITY COUNCIL
ENCROACHMENT SUMMARY
2025-001**



**1200 BLOCK OF GREENE STREET
ADJACENT TO 1212 GREENE STREET
BRICK PAVER FIELD, A BRICK SEAT WALL, SITE FURNISHINGS,
LANDSCAPING AND IRRIGATION**

Subject Property:	Right-of-way adjacent to 1212 Greene Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of a brick paver field, a brick seat wall, site furnishings, landscaping and irrigation.
Applicant:	University of South Carolina
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for the installation and maintenance of a brick paver field measuring approximately six hundred twenty-two (622) square feet in size, one (1) brick seat wall measuring approximately two (2') feet in height, five (5) site furnishings measuring approximately eighty nine (89") inches in length eighty nine (89") inches in width thirty two (32") inches in height, landscaping and irrigation adjacent to 1212 Greene Street, 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. Applicant shall coordinate with City staff on bike lane implementation along this block of Greene Street.
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Citywide GIS Viewer Map

This map was prepared using
the City GIS Viewer
City of Columbia - GIS Division
1/15/2025 2:19 PM



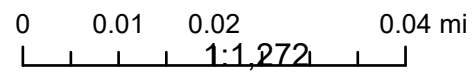
FEMA, Sources: Esri, TomTom, Garmin, FNO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, GIS, GIS, PDS

Address Point Street & Ownership

- | | |
|--------------|------------------|
| ● Active | CFCC,Ownership |
| ● Vacant | |
| □ Tax Parcel | |
| | Interstate |
| | Highway |
| | City Maintained |
| | State Maintained |

- | |
|------------------------|
| --- Private |
| --- Others |
| □ 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 |



1:1,272

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 user's risk.



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.)

EXTERIOR IMPROVEMENTS INCLUDE ADA SIDEWALK IMPROVEMENTS, BRICK PAVER PLAZA, NEW LANDSCAPING, SITE FURNISHINGS AND A SEAT WALL FOR PEDESTRIAN SAFETY.

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	Date
JOHN P THOMAS	12/13/24



CREEKVIEW

Gather or dine in modern comfort with the thoughtful design of the **CREEKVIEW TABLE SET**. Subtle contours create functional seating while mixed material elements add eye-catching detail to outdoor venues, courtyards and dining areas.

Shown with wood-grain aluminum slats.



CW6-2SQ-KSA



STANDARD FEATURES

- Color: exclusive KEYSHIELD® polyester powder coating finish
- Top: square powder coated steel, with or without umbrella hole
- Seat: with back, without arms, powder coated steel
- Support: bolt down or freestanding
- Some assembly required
- Continuous weld seams
- Three-year warranty
- Made in the USA



CUSTOM OPTIONS

- Color: custom KEYSHIELD® powder coat
- Slat materials: sustainable hardwood, stainless steel, recycled plastic
- Support: bury extension
- ADA accessible units



ENHANCEMENTS

- Inquire about coordinating benches, litter receptacles, ash urns, planters, and other furnishings
- Laser cut steel table top
- Decals





CREEKVIEW

CREEKVIEW TABLE SET

Bench with back is patent pending.

KEYSHIELD® METAL FINISH

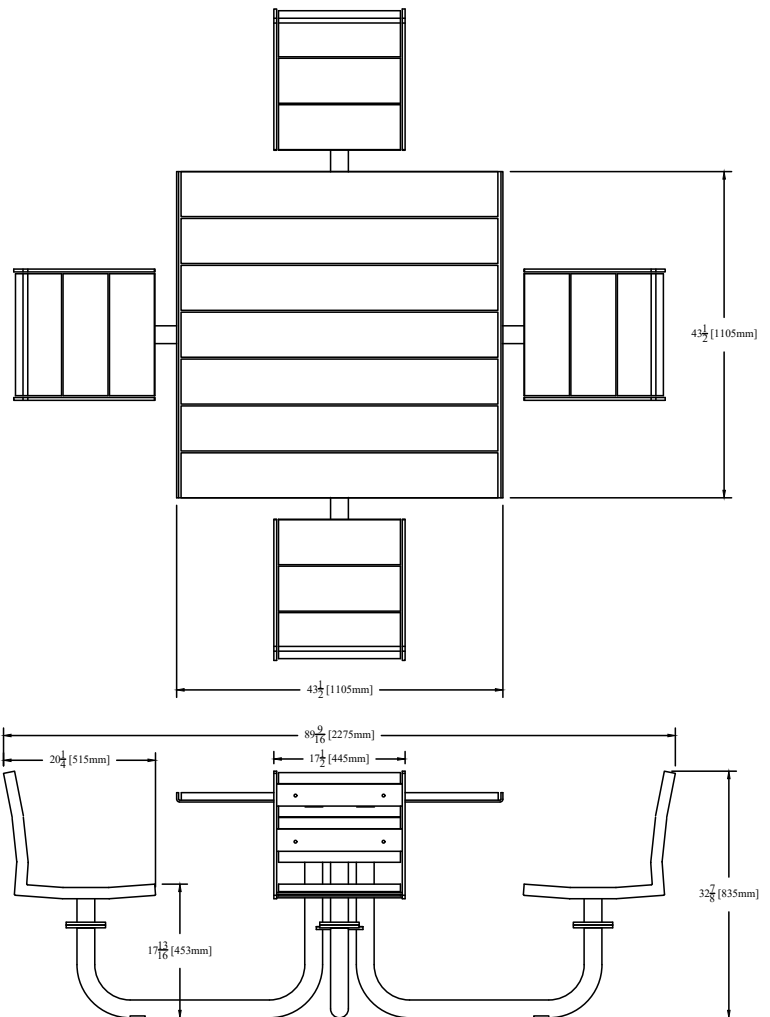
The trademarked KEYSHIELD® finish protects each piece of furniture from chipping, cracking, and UVA damage while providing unparalleled corrosion resistance. Steel products are finished with a two-coat powder coating process applied to a 7-15 mil thickness. Substrate preparation includes sandblasting to a white finish to remove all surface contaminants. The raw product then receives a corrosion-inhibiting phosphate coating prior to the application of the powder coating. The first coat applied to the substrate is zinc rich epoxy powder primer used exclusively on sandblasted parts. The second coat is a colored polyester powder coating. Both coats are electrostatically applied and oven cured according to powder coating manufacturing specifications to create a smooth, satin-like finish and a low-emitting non-porous armor.

FULLY ASSEMBLED UNIT

The Creekview table set is manufactured in the USA as a fully assembled unit to provide ultimate stability and avoid damage during transit to the site, saving time and money.

MATERIALS

Fully-welded commercial-grade steel construction and aluminum slats.



CW6-2SQ-KSA SQUARE

LENGTH	89 9/16"
WIDTH	89 9/16"
HEIGHT	32 7/8"
SEAT HEIGHT	17 13/16"
WEIGHT	433 lbs.

PROPRIETARY STATEMENT

Keystone Ridge Designs, Inc.® is proud to offer the design community exceptional site amenities. Due to the time and resources invested in designing, manufacturing and marketing Keystone Ridge Designs' products and services,

we pursue design patents, copyrights, trademarks and service marks whenever possible. Any unlawful duplication or misrepresentation of Keystone Ridge Designs' products will be rigorously protected.



ORDINANCE NO.: 2025-006

Granting an encroachment to the University of South Carolina for the use of the right of way area of the 1200 block of Greene Street for the installation and maintenance of a brick paver field, a brick seat wall, site furnishings, landscaping and irrigation adjacent to 1212 Greene Street, Richland County TMS# 11303-03-01

WHEREAS, the University of South Carolina (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1200 block of Greene Street for the installation and maintenance of brick pavers, a brick seat wall, site furnishings, landscaping and irrigation adjacent to 1212 Greene Street, 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 1200 block of Greene Street adjacent to 1212 Greene Street, Richland County TMS# 11303-03-01, for the installation and maintenance of a brick paver field measuring approximately six hundred twenty-two (622) square feet in size, one (1) brick seat wall measuring approximately two (2') feet in height, five (5) site furnishings measuring approximately eighty nine (89") inches in length eighty nine (89") inches in width thirty two (32") inches in height, landscaping and irrigation, as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns; and,

PROVIDED FURTHER that 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.

LEGAL DEPARTMENT DRAFT

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. Applicant shall coordinate with City staff on bike lane implementation along this block of Greene Street.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



MEETING DATE: February 18, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **COMPREHENSIVE PLAN AMENDMENT for Reaching Riverbanks Community Mobility Plan**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-002 - Adopting the Reaching Riverbanks Community Mobility Plan as an addendum to Columbia Compass: Envision 2036

Council Districts: 2 & 3

Proposal: Request recommendation to adopt the Reaching Riverbanks Community Mobility Plan as an addendum to the City of Columbia's Comprehensive Plan.

Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation: 01/09/2025; Approval (7-0)

Presented to the Economic Development and Infrastructure Committee on October 22, 2024.

ATTACHMENTS:

- **#a:** NACPLAN-2024-0001 (Reaching Riverbanks) - ZPH Packet (PDF)
- **#b:** 2025-002 - Adoption of Reaching Riverbanks Community Mobility Plan as ad.._ (PDF)



CITY COUNCIL

February 18, 2025 at 4:00 P.M.

City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

COMPREHENSIVE PLAN AMENDMENT CASE SUMMARY

Reaching Riverbanks Community Mobility Plan

Council Districts:	2 & 3
Proposal:	Request recommendation to adopt the <i>Reaching Riverbanks Community Mobility Plan</i> as an addendum to the City of Columbia's Comprehensive Plan.
Applicant:	City of Columbia
Staff Recommendation:	Approval
PC Recommendation:	01/09/2025; Approval (7-0)
PH, 1 st Reading:	02/18/2025; Pending
2 nd Reading:	03/04/2025

ABOUT THE PLANNING PROCESS

Introduction to the Plan

The *Reaching Riverbanks Community Mobility Plan* was developed through a land use and transportation planning effort sponsored by the Central Midlands Council of Governments in collaboration the City of Columbia and Richland County. The plan's recommendations focus on creating new relationships with the area's riverfronts, surrounding neighborhoods, and Downtown Columbia that expand mobility options for all residents.

The Study Area

The study area was set by the Central Midlands Council of Governments, and is bounded by the river to the West and Interstate 20 the North, and then follows the Broad River, crossing the river at Broad River Road/River Drive to include Earlewood and the Elmwood Cemetery.

Purpose

The Central Midlands Council of Governments chose to initiate a land use and transportation study for the Riverbanks area of northwest Columbia, with the goal of looking to the future to be better prepared for the possibility of substantial new growth and development. The City of Columbia and Richland County both participated as stakeholders during this process, with the hope that the

resulting plan would be adopted by both jurisdictions as an addendum to each jurisdiction's comprehensive plan, in order to help guide future policy decisions.

The goal of the Riverbanks Community Mobility Plan is to prepare the area's infrastructure, chiefly its transportation systems, and land use policies to direct this growth in a way that benefits existing and future residents. These transportation and land use decisions will be guided by a visionary planning process that begins with understanding the people and places that exist in this area today and then works with community members to create a vision for the place Riverbanks should become. The goal is to create new relationships with the area's riverfront, surrounding neighborhoods, and Downtown Columbia that expand mobility options for all residents.

Public Engagement

The consultant team held a week-long planning charrette in late February/early March of 2024 at Dutch Square Mall. During this week, the team presented information about land use, transportation, and the housing market to community members; facilitated focus group conversations; met with key stakeholders; and utilized feedback received to develop and present early recommendations to charrette participants.

Feedback received during the charrette process was utilized to develop a clear vision and goals as well as more detailed draft recommendations. These draft recommendations were presented to the community on September 11, 2024, and the project consultant provide an informational presentation to the City's Planning Commission on September 12, 2024, and Council's Economic Development and Infrastructure Committee on October 22, 2024.

Adoption Process

The plan will also become a policy document that helps guide the Central Midlands Council of Governments (CMCOG) and Richland County:

- The CMCOG Board of Directors voted to adopt the plan at their December 12, 2025 as a base study for CMCOG's Long Range Transportation Plan (LRTP).
- Richland County anticipates presenting the plan to their Planning Commission in the near future, and incorporating the plan as a part of their comprehensive plan update.

ABOUT THE PLAN

Summary of the Plan and Organization

The Plan is built using an urban design framework approach; it contemplates river access, street connections, a growth strategy, and potential opportunity sites. This framework approach is also represented spatially on a map, which proposes improvements that build off of the existing mobility network to connect streets and provide multimodal access. This network serves as a spine between neighborhoods, parks, open spaces, and destination points, including those opportunity sites identified by the plan.

The plan document is grouped into four sections:

1. **The Place** focuses on understanding existing conditions and patterns in the study area
2. **The People** provides an overview of the market analysis, community engagement, and the plan's vision and goals
3. **The Plan** sets forth the urban design framework, focusing on local mobility, connection to the rivers, the growth strategy, and opportunity sites

4. **Implementation** sets forth a list of projects, grouped by focus areas, and identifying projects that could serve as catalysts for change.

Plan documents are uploaded to the City's website, and include:

- [The Plan Document](#)
- [The Mobility Map](#)
- [A Housing Market Study \(Appendix A\)](#)

Vision Statement

"The Riverbanks area is a distinct community that creates places and spaces for residents and visitors, celebrates and connects to its natural beauty, and provides safe, comfortable, and accessible transportation options for all people."

Plan Recommendations

The plan's key recommendations are focused on:

1. Improving both local mobility and access to the river;
2. Building momentum for bigger moves by getting the small things right;
3. Supporting growth where it makes the most sense (the growth strategy is aligned with the City's and Richland County's future land use maps);
4. Providing multiple alternatives to support the same desired planning outcomes;
5. Coordination with local government and the community on implementation;
6. Taking steps that can help implement the long-term vision.

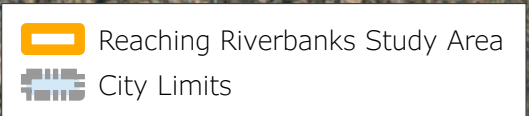
AMENDING THE COMPREHENSIVE PLAN

Neighborhood, area, and corridor planning processes allow citizens to collaboratively develop a finer-grained vision for their area than the comprehensive planning process offers. Where the City facilitates or serves as a stakeholder through neighborhood, area, or corridor planning processes, the resulting plan documents are generally offered for adoption by City Council as addenda to the City's comprehensive plan. If adopted by City Council, the plan will serve as guidance for elected and appointed officials and City staff when making decisions about infrastructure improvements, amendments to local ordinances, and development reviews where applicable.

STAFF RECOMMENDATION

Staff recommends the adoption of the *Reaching Riverbanks Community Mobility Plan* as an addendum to the City of Columbia's comprehensive plan, *Columbia Compass: Envision 2036*.

Study Area



Future Land Use

Reaching Riverbanks Community Mobility Plan

18.a

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

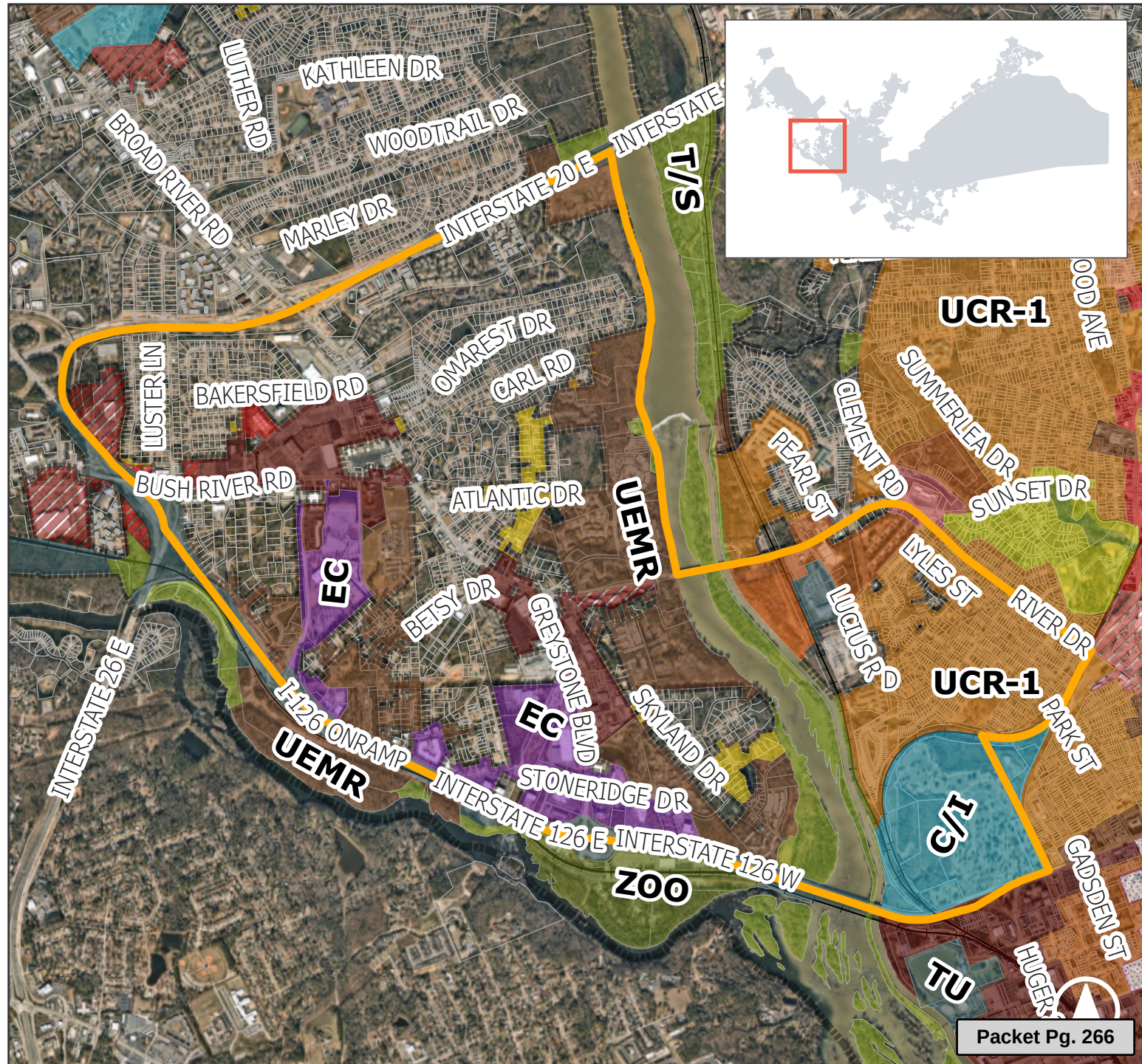
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Planning & Development
Services Department

Created by: ladeforth Date: 12/27/2024

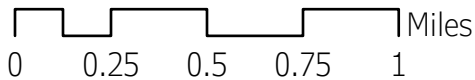
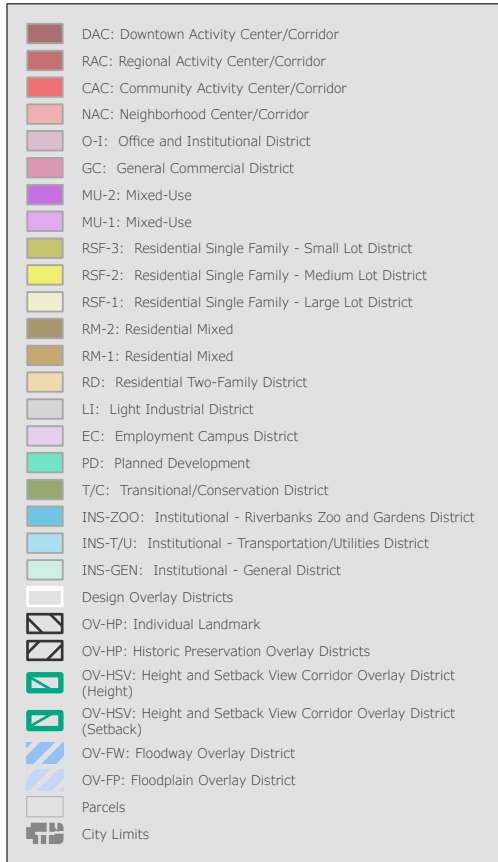
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Zoning

Reaching Riverbanks Community Mobility Plan

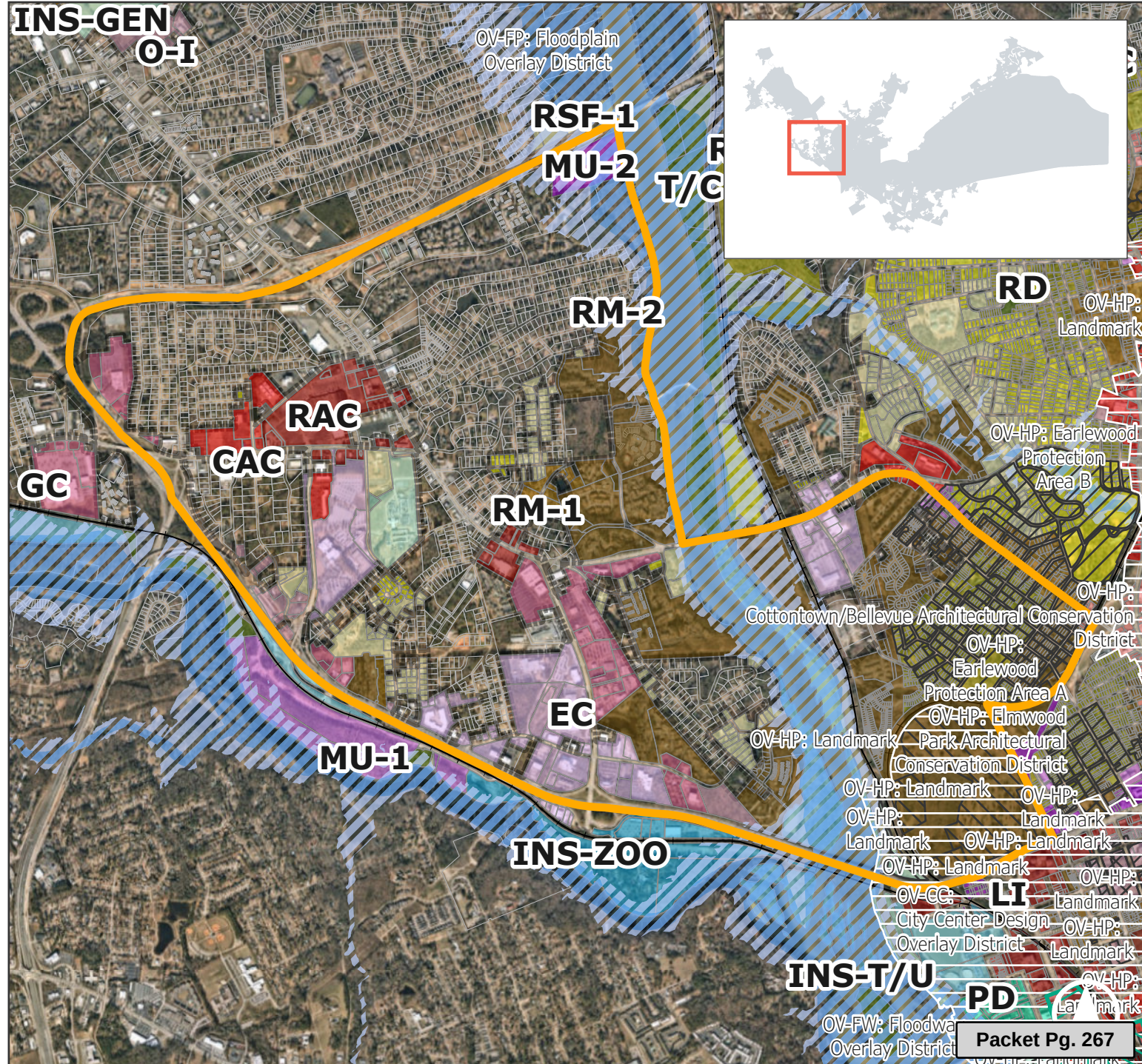
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Planning & Development
Services Department

Created by: ladeforth Date: 12/27/2024

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ORDINANCE NO.: 2025-002*Adopting the Reaching Riverbanks Community Mobility Plan as an addendum to
Columbia Compass: Envision 2036*

WHEREAS, the City of Columbia and community at large recognize the value of planning for future development and growth; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); and,

WHEREAS, the study area for the Reaching Riverbanks Community Mobility Plan has seen demographic shifts, increased growth pressures, and major transportation network changes in recent years, and these changes have set the stage for an updated and relevant land use and transportation planning effort; and,

WHEREAS, the Reaching Riverbanks Community Mobility Plan was developed in partnership with the Central Midlands Council of Governments, community members, the City of Columbia, and Richland County; and,

WHEREAS, throughout the planning process, which began in late 2023, the planning team undertook an extensive public participation process that included residents, civic groups, business and property owners, and institutions in order to develop the Plan; and,

WHEREAS, the Reaching Riverbanks Community Mobility Plan represents a common vision for the area and has the potential to be a decision-making guide for City staff, County staff, and state agencies, as well as for investment in the area by individuals, families, businesses, religious organizations, and non-profit institutions; and,

WHEREAS, the City of Columbia Planning Commission has reviewed a recommendation by staff that the Reaching Riverbanks Community Mobility Plan be adopted as an addendum to Columbia Compass: Envision 2036; and,

WHEREAS, the City of Columbia Planning Commission has provided input and recommendations in response to the public input and findings; and,

WHEREAS, once adopted, the Reaching Riverbanks Community Mobility Plan will be consulted in concert with other existing and future plans adopted by the City; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ____ day of _____, 2025, that the Reaching Riverbanks Community Mobility Plan dated December 12, 2024, is hereby adopted as an addendum to Columbia Compass: Envision 2036 and is effective as of final reading of this ordinance; and,

LEGAL DEPARTMENT DRAFT

BE IT FURTHER ORDAINED that copies of the Reaching Riverbanks Community Mobility Plan, as addendum to Columbia Compass: Envision 2036, are available for public inspection and copying in the offices of the City Clerk and the Planning and Development Services Department; and,

BE IT FURTHER ORDAINED that the City of Columbia should periodically review the Reaching Riverbanks Community Mobility Plan for updates, as considered updates to the City of Columbia's comprehensive plan.

Requested by:

Assistant City Manager Palen

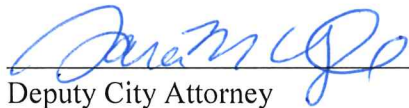
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



MEETING DATE: February 18, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **ZONING MAP AMENDMENT for 2212 Senate Street,
TMS# 11410-22-06**

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-001 - Amending the Official Zoning Map to modify the zoning for 2212 Senate Street, Richland County TMS #11410-22-06

Council District: 2

Proposal: Request to rezone the property from Residential Single Family – Small Lot District (RSF-3), Historic Preservation Overlay District (OV-HP, Old Shandon/Lower Waverly Historic District Area A) to Residential Mixed District (RM-1), Historic Preservation Overlay District (OV-HP, Old Shandon/Lower Waverly Historic District Area A).

Applicant: Miles Madden, Handcrafted Property Solutions LLC

Staff Recommendation: Approval

PC Recommendation: 12/12/2024; Approval (7-0)

ATTACHMENTS:

- **#a:** ZMA_2024-0012_Senate 2212_ZPH Packet (PDF)
- **#b:** 2025-001- Zoning Map Amendment for 2212 Senate Street (PDF)

HISTORY:

01/21/25 Columbia City Council DEFERRED



CITY COUNCIL

January 21, 2024 at 4:00 P.M.

City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

ZONING MAP AMENDMENT CASE SUMMARY

2212 Senate Street, TMS# 11410-22-06

Council District:	2
Proposal:	Request to rezone the property from Residential Single Family – Small Lot District (RSF-3), Historic Preservation Overlay District (OV-HP, Old Shandon/Lower Waverly Historic District Area A) to Residential Mixed District (RM-1), Historic Preservation Overlay District (OV-HP, Old Shandon/Lower Waverly Historic District Area A).
Applicant:	Miles Madden, Handcrafted Property Solutions LLC
Staff Recommendation:	Approval
PC Recommendation:	12/12/2024; Approve (7-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.25 acres

Current Use: Vacant Land

Proposed Use: New Construction Duplex

Future Land Use Classification: Urban Core Residential Small Lot (UCR-1)

Current Zoning: Residential Single Family – Small Lot District (RSF-3), Historic Preservation Overlay District (OV-HP, Old Shandon/Lower Waverly Historic District Area A)

Proposed Zoning: Residential Mixed District (RM-1), Historic Preservation Overlay District (OV-HP, Old Shandon/Lower Waverly Historic District Area A).

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is designated as Urban Core Residential Small Lot (UCR-1) in the *Columbia Compass: Envision 2036* Future Land Use Map

Refer to the attached land use classification description.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of [A Plan for the Redevelopment of East Central City](#) (2004), more specifically within Cluster One (Section 2, Page 4). The Plan's site analysis map does not specifically address the property (Section 3A, Page 5), and the community analysis heralds the designation of Lower Waverly as a local historic district (Section 3A, Page 7). The Plan suggests a land use of Detached Single Family Residential (Low Density) for the subject property (Section 4A, Page 1). The Master Plan indicates that in Cluster One, "the existing single-family residential "cores" of the cluster have been well kept and the continued rehabilitation of existing homes should be encouraged. New homes that are constructed on in-fill lots should be respectful of the existing single-family fabric and incorporate design elements similar to that of the surrounding neighborhood. For example, large front porches, side or rear access drives and building setbacks consistent with adjacent properties should be provided" (Section 4C, Page 2). The plan does not identify any catalyst projects on or adjacent to the subject property (Section 5, Page 1).

ZONING

The subject property is currently zoned Residential Single Family – Small Lot District (RSF-3), Historic Preservation Overlay District (OV-HP, Old Shandon/Lower Waverly Historic District Area A). The abutting properties within the City of Columbia are zoned Residential Single Family – Small Lot District (RSF-3), Historic Preservation Overlay District (OV-HP, Old Shandon/Lower Waverly Historic District Area A) to the west, east, and south, and Residential Mixed District (RM-1), Historic Preservation Overlay District (OV-HP, Old Shandon/Lower Waverly Historic District Area A) across Senate Street to the north.

The proposed City of Columbia Zoning is Residential Mixed District (RM-1), Historic Preservation Overlay District (OV-HP, Old Shandon/Lower Waverly Historic District Area A).

Refer to the attached zoning district descriptions for more information on the existing and proposed City of Columbia zoning.

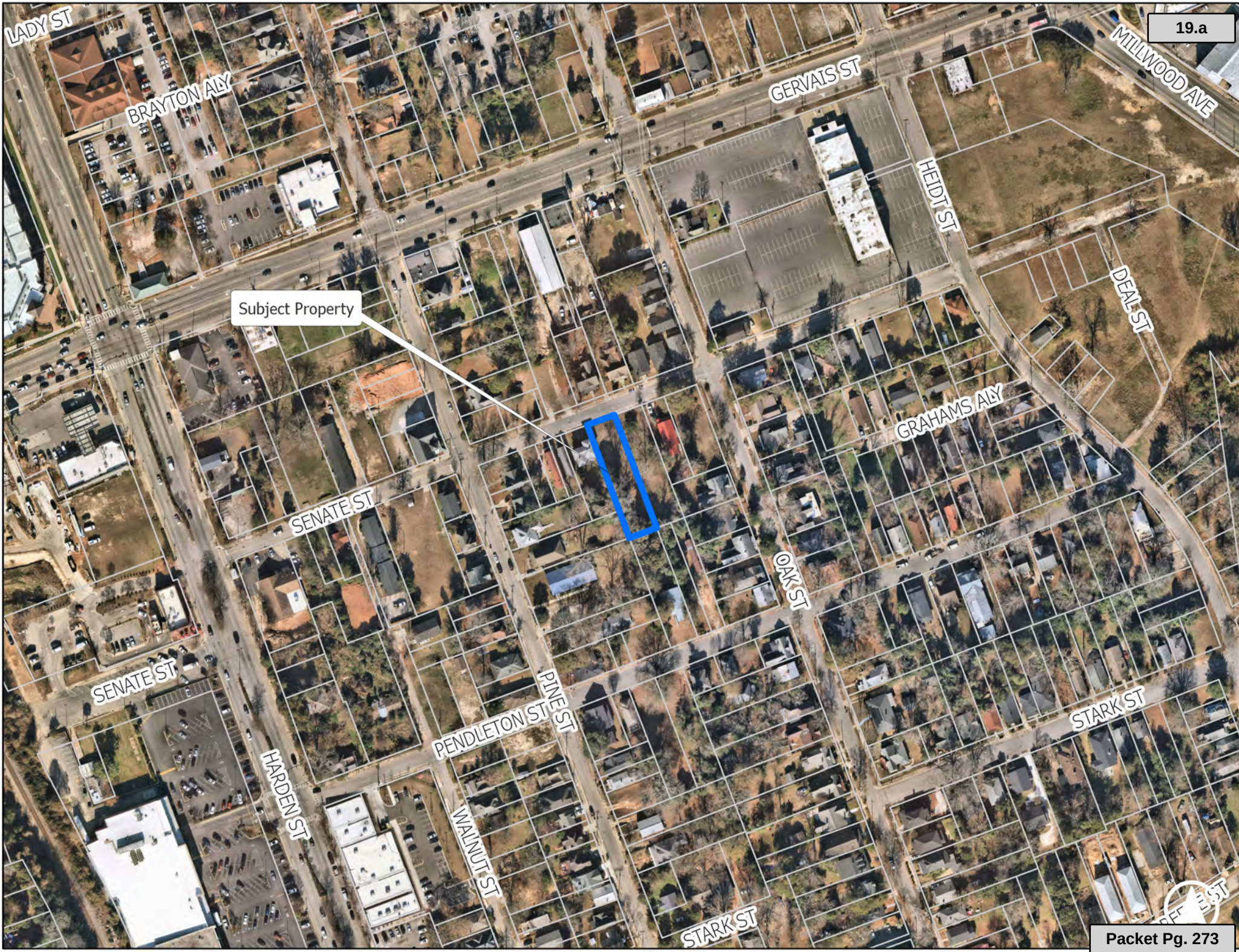
Historic Preservation Overlay District (OV-HP, Old Shandon/Lower Waverly Historic District Area A)
The purpose of the Historic Preservation Overlay (OV-HP) District is to encourage new development and redevelopment that is consistent with the character of original or historic development in the historic districts and sites. District standards and guidelines are intended to prevent destruction of historic structures and ensure new uses, building design, and site features are compatible with the character of historic districts and sites.

STAFF RECOMMENDATION

The lot is in a block that is consistently RSF-3, and while the recommendation to re-zone a property to a more intense district within a single-family block is generally discouraged, the maximum density that this lot could accommodate for duplex or multifamily use with the proposed zoning district of RM-1 is two units. As well, the property is within the Old Shandon/Lower Waverly Historic District. The maximum density, combined with the historic overlay-which will require review of the design and massing of the structure- provides a level of assurance that a proposed development would be compatible with the surrounding neighborhood and provide needed infill development in this area. Staff finds that the proposed zoning is consistent with the future land use classification of UCR-1 in the Columbia Compass plan and that a recommendation to approve is appropriate.

Of note, this same application was heard by PC in October of 2023 (recommended approval 5-2), and City Council (public hearing, first reading deferred 1/23/24); the previous application was abandoned.

Subject Property



Future Land Use

2212 Senate Street, TMS# 11410-22-06

19.a

Future Land Use: Urban Core Residential Small Lot (UCR-1)

Legend

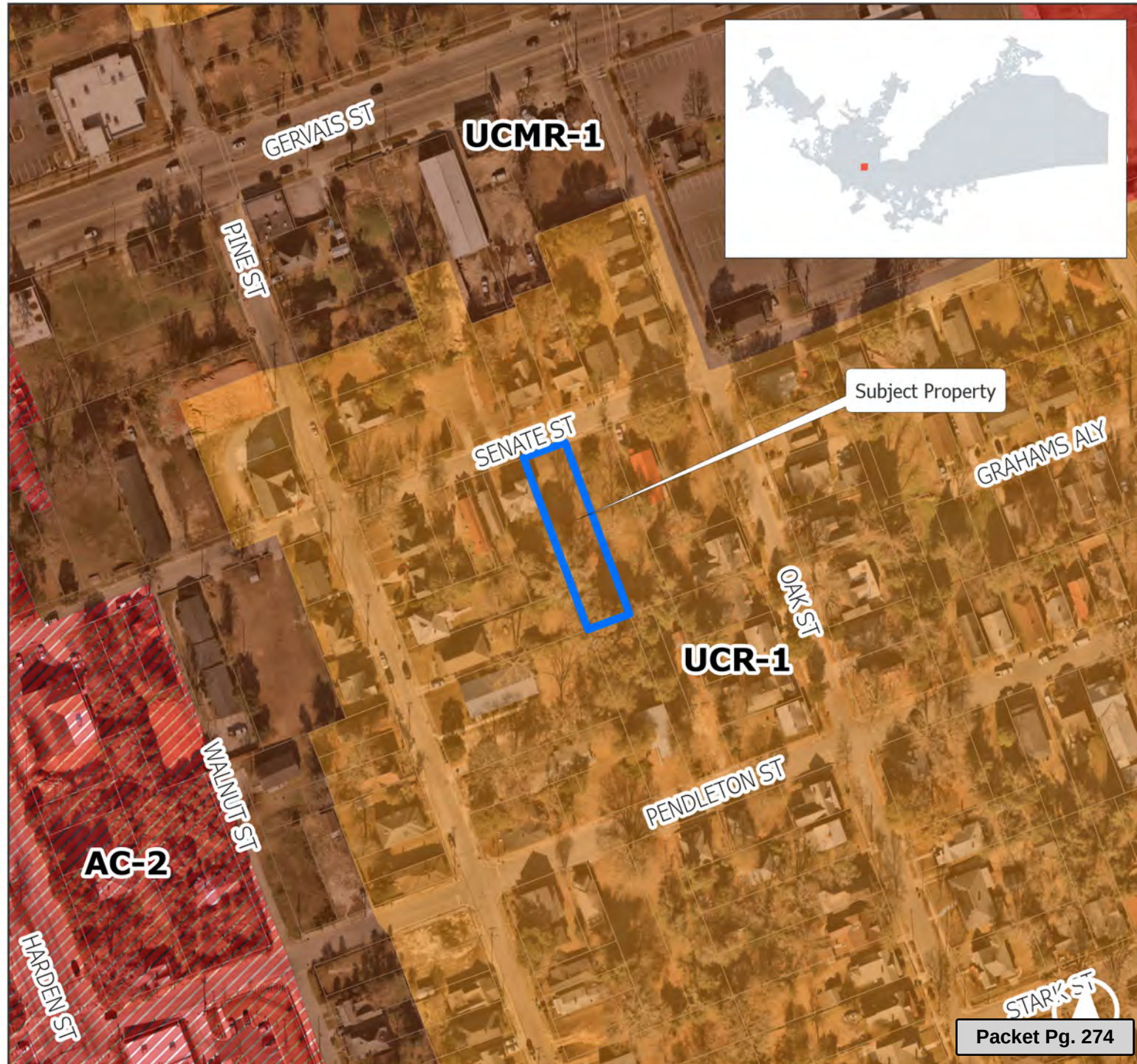
- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits



Planning & Development
Services Department

Created by: sw Hudson Date: 11/19/2024

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Zoning

2212 Senate Street, TMS# 11410-22-06

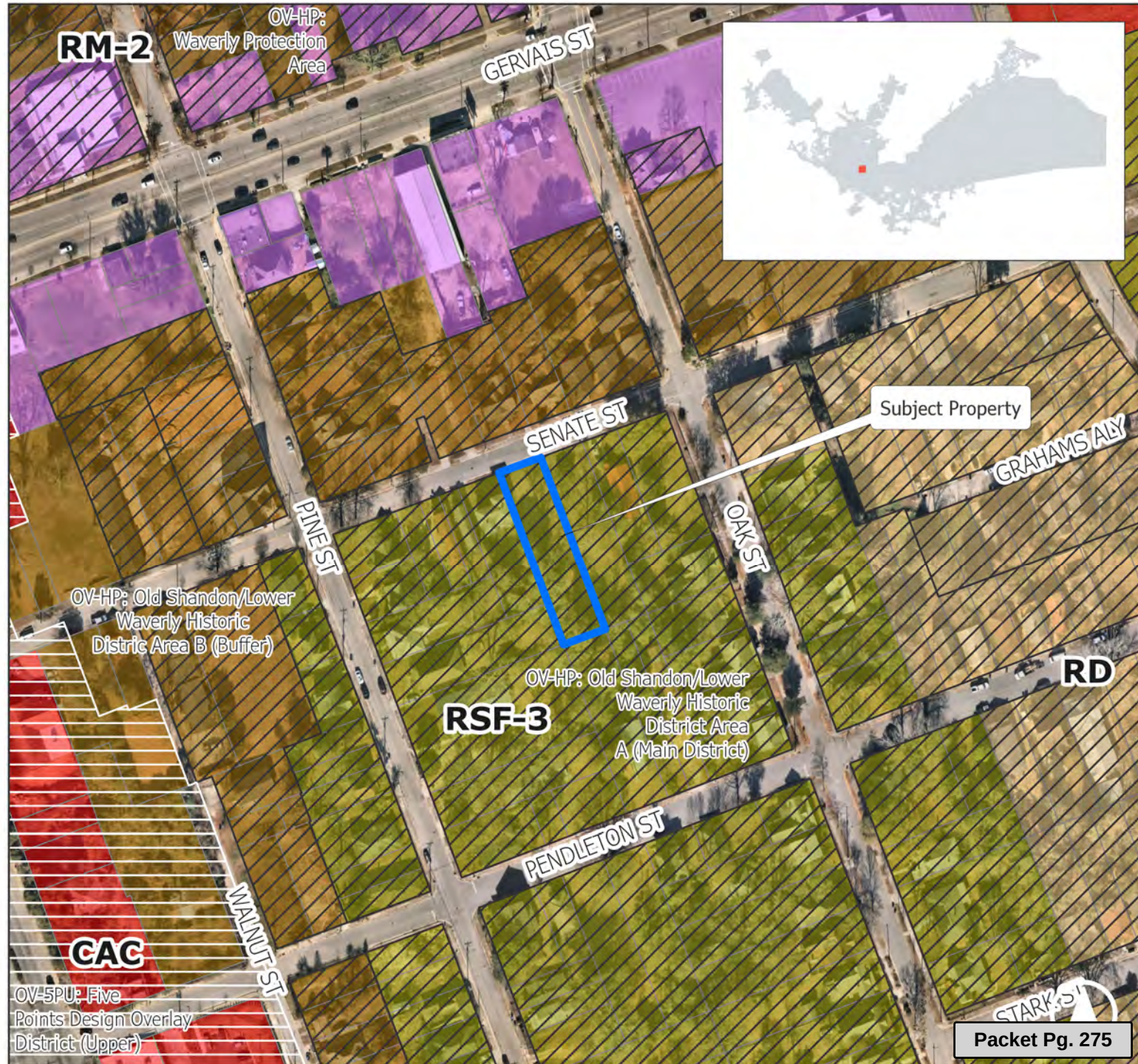
Current Zoning: Residential Single Family - Small Lot District (RSF-3)

Proposed Zoning: Residential Mixed (RM-1)

19.a

Legend

- CAC: Community Activity Center/Corridor
- MU-1: Mixed-Use
- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- RM-1: Residential Mixed
- RD: Residential Two-Family District
- Design Overlay Districts
- OV-HP: Historic Preservation Overlay Districts
- Parcels
- City Limits



0 100 200 300 Feet



Planning & Development
Services Department

Created by: sw Hudson Date: 11/19/2024

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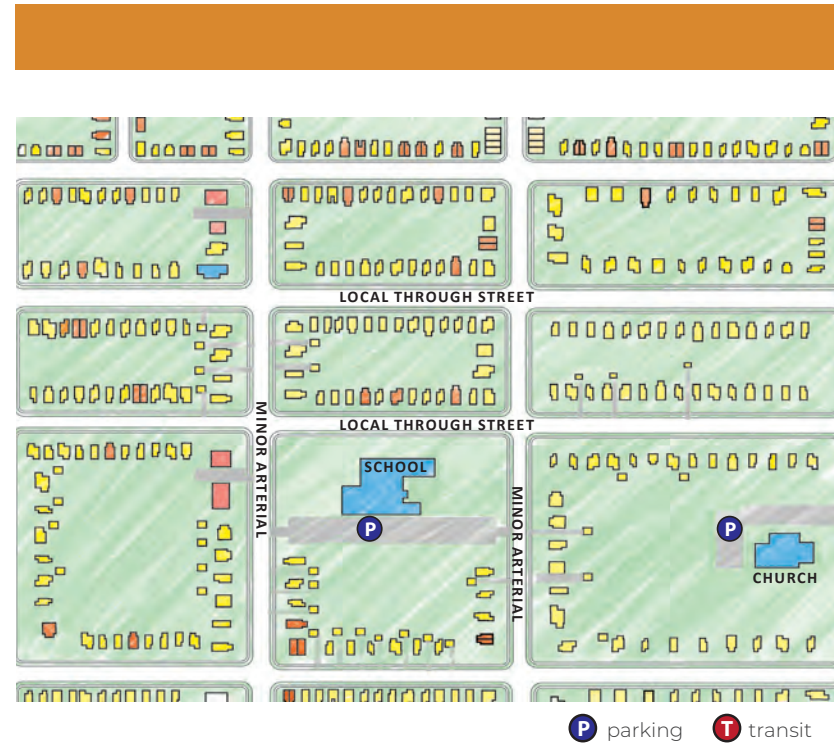
Packet Pg. 275

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.

Existing Zoning District



RSF-3: Residential Single Family – Small Lot District

Purpose

The purpose of the Residential Single-Family - Small Lot (RSF-3) 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.)	5,000
Lot Width, min. (ft.)	50
Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	40
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	15
Side Yard Setback, min. (ft.)	5
Rear Yard Setback, min. (ft.)	10
Building Height, max. (ft.)	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

	Arboretum or botanical garden ²
Cottage Neighborhood Development	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	

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.

Proposed Zoning District



RM-1: Residential Mixed District

Purpose

The purpose of the Residential Mixed (RM-1) District is to provide lands that accommodate a walkable, moderate-density mix of residential development that allows single-family, two-family, townhouse, and multi-family dwellings.

Intensity and Dimensional Standards

Standard	Townhouse	All Other Uses
Lot Area, min. (sf.)	8,000[1]/1,500[2]	5,000
Lot Width, min. (ft.)	75[1]/18[2]	50
Lot Depth, min. (ft.)	70	70
Lot Coverage, max. (% of site area)	50	50
Density, max. (du/acre)	N/A	8.7
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.)	40	40

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

	Library	Grocery store or food market ²
Cottage neighborhood development	Place of worship ²	Community garden ¹
Dwelling, live-work ¹	Public safety facility	Crop production and processing ²
Dwelling, multifamily	Elementary, middle, or high school ²	
Dwelling, single-family detached	Arboretum or botanical garden ²	
Dwelling, townhouse	Cemetery ²	
Dwelling, two-family	Park or greenway ¹	
Community recreation center	Utility facility, major ²	
Cultural facility ²	Utility facility, minor	
Day care facility ¹	Dry cleaning pick-up ¹	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2025-001

*Amending the Official Zoning Map to modify the zoning for 2212 Senate Street,
Richland County TMS #11410-22-06*

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 2212 Senate Street, Richland County TMS #11410-22-06; 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, the City of Columbia Planning Commission has reviewed the application and made a recommendation to City Council regarding the application in accordance with §17-2.5(c)(3)(f) 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 rezoning 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 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 2212 Senate Street, Richland County, Richland County TMS# 11410-22-06 as shown in Attachment A, is hereby rezoned from Residential Single Family – Small Lot District (RSF-3), Historic Preservation Overlay District (OV-HP, Old Shandon/Lower Waverly Historic District Area A) to Residential Mixed District (RM-1), Historic Preservation Overlay District (OV-HP, Old Shandon/Lower Waverly Historic District Area A). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



MEETING DATE: February 18, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT for 427 Harden Street,
TMS# 11311-03-07

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-008 Amending the Official Zoning Map to modify the zoning for 427 Harden Street, Richland County TMS #11311-03-07

Council District: 3

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

Applicant: Councilman Brennan

Staff Recommendation: Council Sponsored

PC Recommendation: 01/09/2025; Approval (7-0)

ATTACHMENTS:

- **#a:** ZMA-2024-0016-427 Harden_ZPH Packet (PDF)
- **#b:** 2025-008 - Zoning Map Amendment of 427 Harden Street(PDF)
- **#c:** Kerry Fulton Email (TXT)
- **#d:** Kathryn Luchok Email (TXT)
- **#e:** Mariana Livingston Email (TXT)
- **#f:** Mary Bull Email (TXT)
- **#g:** Veronica Brown Email (TXT)
- **#h:** Dana Giurgiutiu Email (TXT)
- **#i:** Linda Suber Email (TXT)

- #j: Patricia Coate Email (TXT)
- #k: Karen Rood Email (TXT)
- #l: Pat Gilmartin Email (TXT)



CITY COUNCIL

February 18, 2025 at 4:00 P.M.

City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

ZONING MAP AMENDMENT CASE SUMMARY

427 Harden Street, TMS# 11311-03-07

Council District: 3

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

Applicant: Councilman Brennan

Staff Recommendation: Council Sponsored

PC Recommendation: 01/09/2025; Approval (7-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.75 acres

Current Use: Single-family Home

Proposed Use: Single-family Home

Future Land Use Classification: Urban Core Mixed Residential Type 2 (UCMR-2)

Current Zoning: Residential Mixed District (RM-1)

Proposed Zoning: Residential Single Family – Medium Lot District (RSF-2)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is designated as Urban Core Mixed Residential Type 2 (UCMR-2) in the *Columbia Compass: Envision 2036* Future Land Use Map

Refer to the attached land use classification description.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

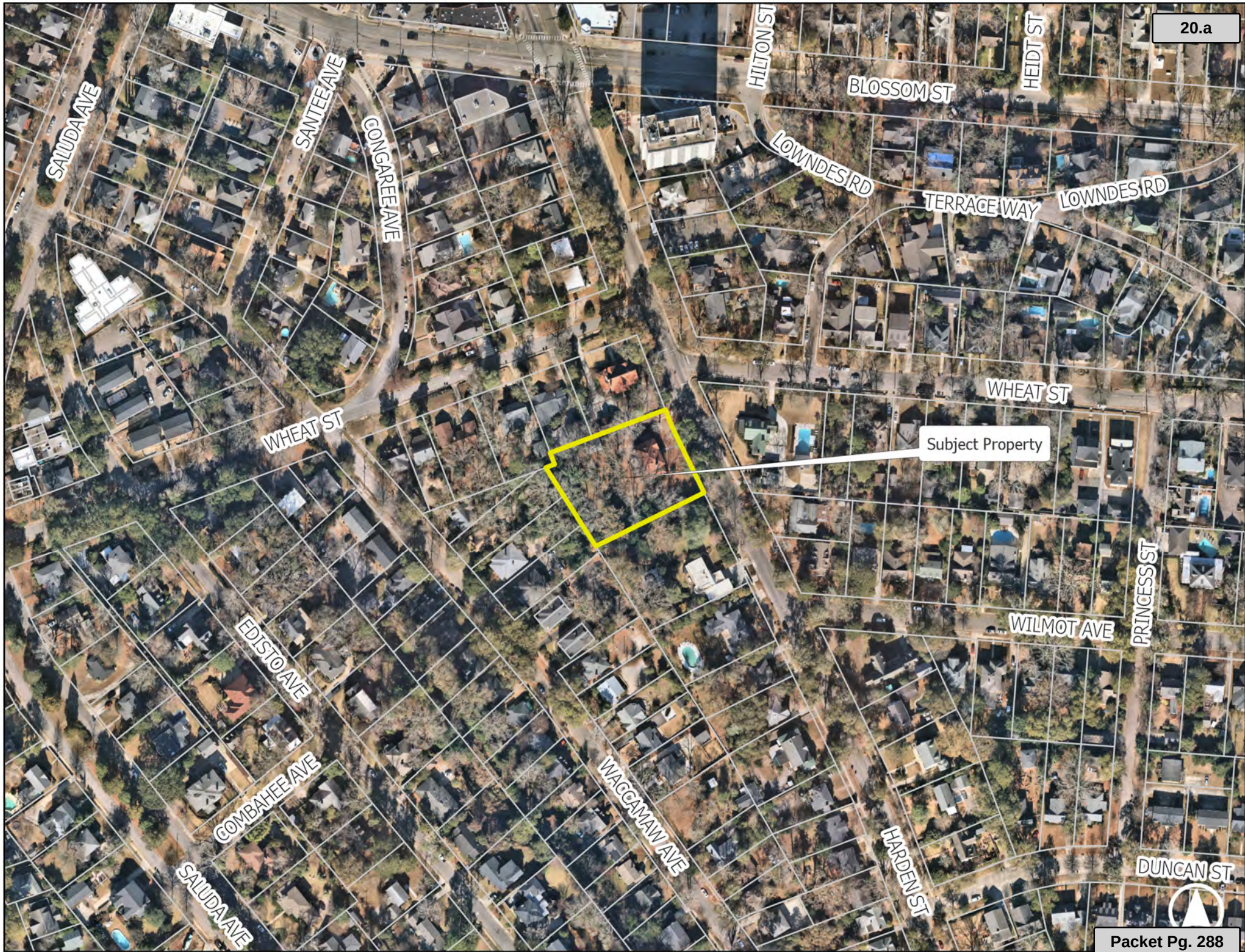
The subject property is not located within the study area of an existing neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

ZONING

The subject property is currently zoned Residential Mixed District (RM-1). The abutting properties within the City of Columbia are zoned Residential Mixed District (RM-1), Historic Preservation Overlay District (OV-HP, Wales Garden Architectural Conservation District) to the north; Residential Mixed District (RM-2), Historic Preservation Overlay District (OV-HP, Wales Garden Architectural Conservation District) to the west; Residential Mixed District (RM-1), Historic Preservation Overlay District (OV-HP, Individual Landmark) to the south; and Residential Single Family – Medium Lot District (RSF-2) to the east.

The proposed City of Columbia Zoning is Residential Single Family – Medium Lot District (RSF-2).

Refer to the attached zoning district descriptions for more information on the existing and proposed City of Columbia zoning.



Future Land Use

427 Harden Street, TMS# 11311-03-07

20.a

Future Land Use: Urban Core Mixed Residential-2 (UCMR-2)

Legend

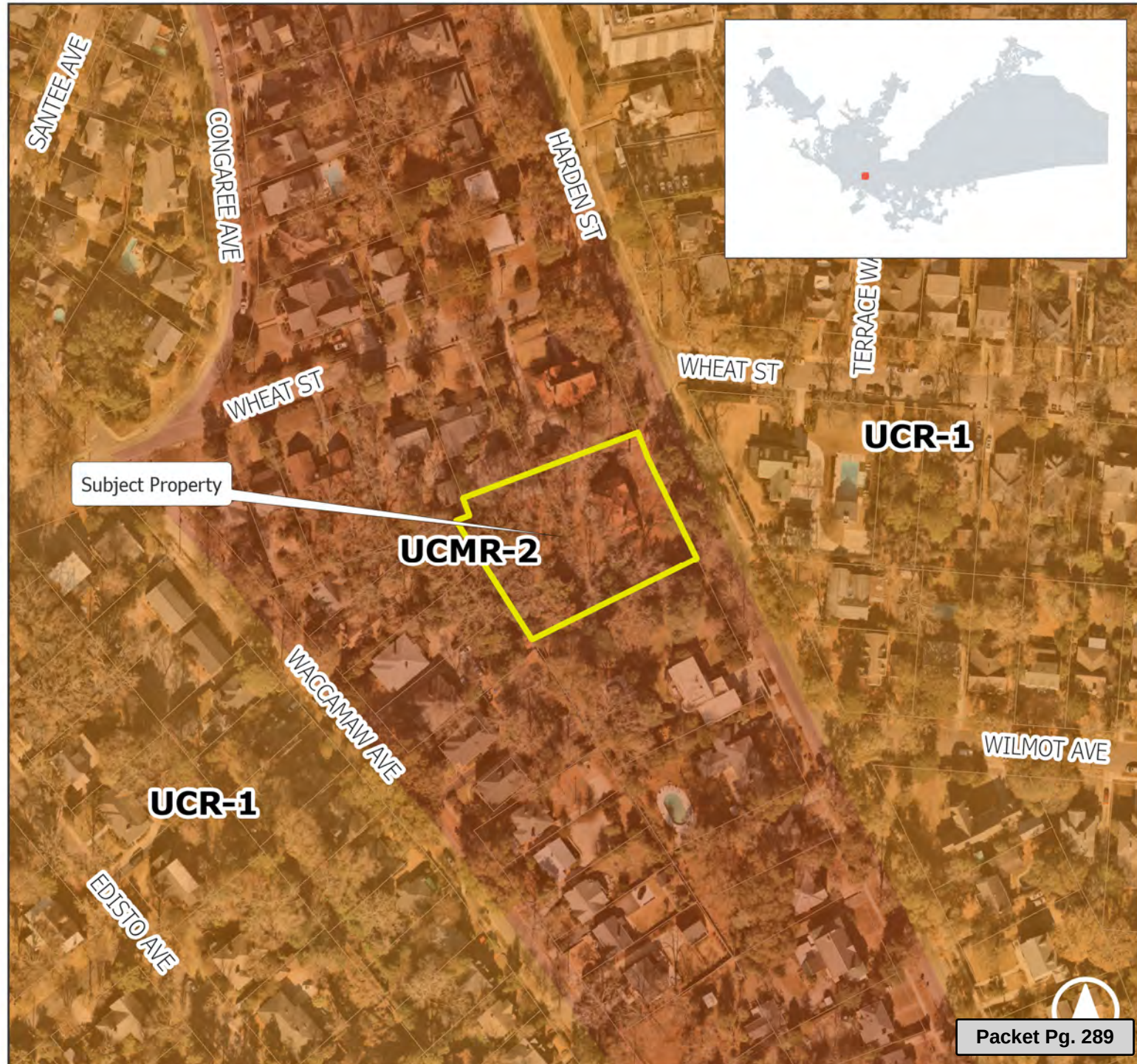
- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits



Planning & Development
Services Department

Created by: swudson Date: 12/19/2024

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Zoning

427 Harden Street, TMS# 11311-03-07

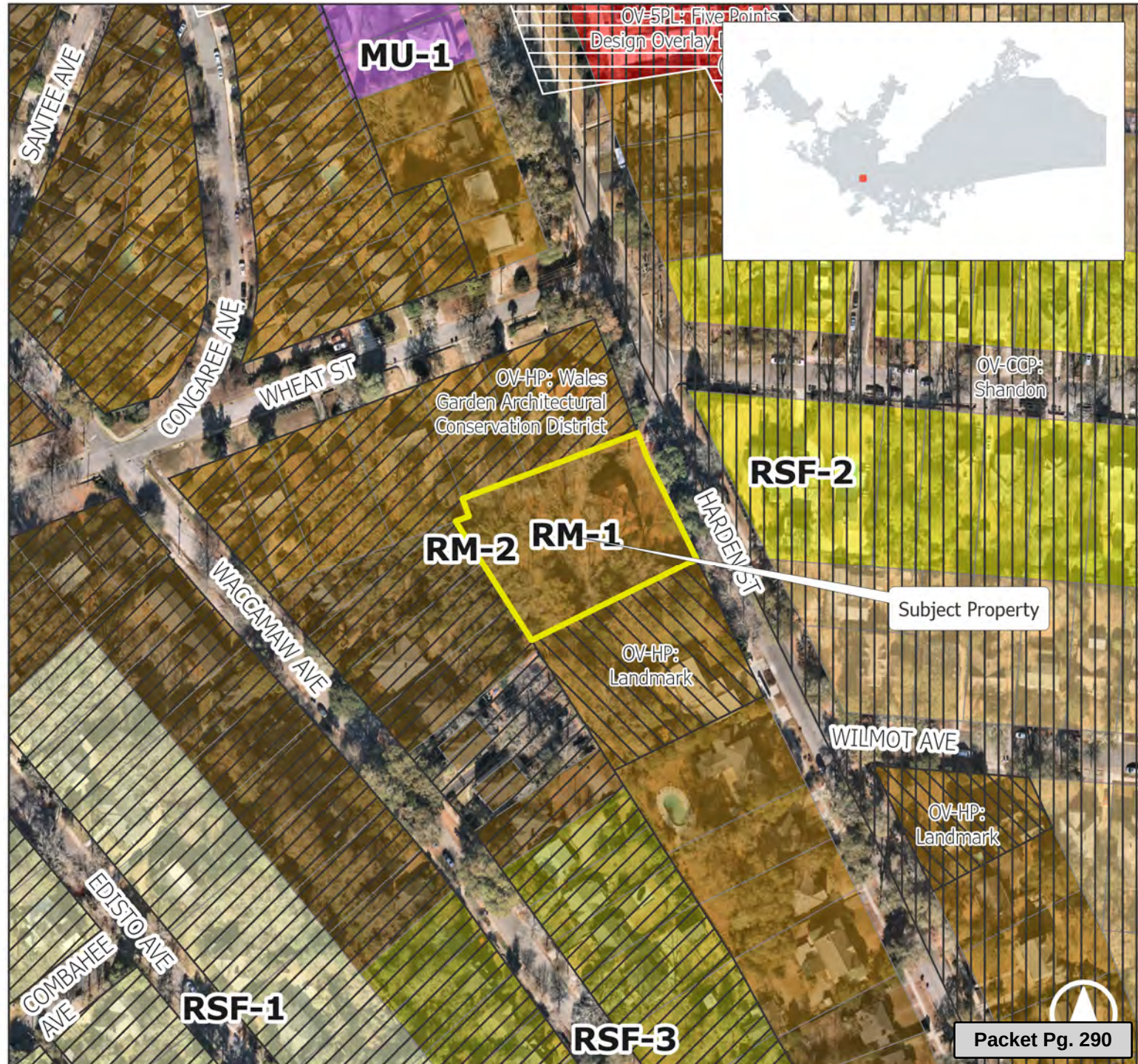
Current Zoning: Residential Mixed District (RM-1)

Proposed Zoning: Residential Single Family - Large Lot District (RSF-1)

20.a

Legend

- CAC: Community Activity Center/Corridor
- MU-1: Mixed-Use
- RSF-3: Residential Single Family - Small Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RSF-1: Residential Single Family - Large Lot District
- RM-2: Residential Mixed
- RM-1: Residential Mixed
- RD: Residential Two-Family District
- Design Overlay Districts
- OV-HP: Individual Landmark
- OV-HP: Historic Preservation Overlay Districts
- OV-CCP: Community Character Protection Overlay Districts
- Parcels
- City Limits



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Planning & Development
Services Department

Created by: sw Hudson Date: 12/19/2024

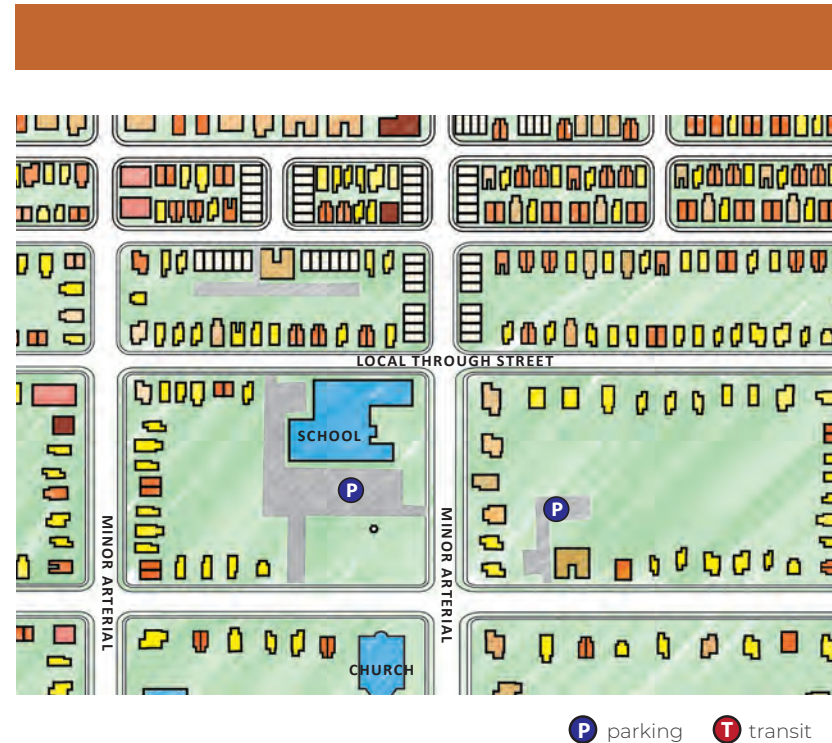
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Future Land Use Classification

Development Types

URBAN CORE MIXED RESIDENTIAL TYPE 2 (UCMR-2)

Urban Core Mixed Residential Type 2 neighborhoods are appropriate in the central city, inner ring areas, and a couple of blocks off of major corridors throughout Columbia. This development type may represent existing and historic neighborhoods, and is a development form appropriate for medium to large scale redevelopment or infill sites. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential Type 2 neighborhoods, but scale is always important. Urban Core Mixed Residential Type 2 neighborhoods have smaller-scale residential buildings, with single-family homes being a dominant use. Urban Core Mixed Residential Type 2 will usually transition from Urban Core Mixed Residential Type 1 to Urban Core Residential as development moves further from main arterials and activity centers.



UCMR-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached
- Single-family Attached
- Two-family
- Three-family

SECONDARY TYPES

- Multi-family Small

TERTIARY TYPES

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)

See matrix for appropriate park/open space types.

Development Types

UCMR-2 DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight with wide sidewalks and tree lawns found on both sides of the street (preferred). An interconnected network of streets and small blocks, typically in a rectilinear or grid pattern, form walkable, pedestrian-oriented neighborhoods with sidewalks and on-street parking.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban core. Alleyways are not common but can be used in redevelopment or infill.
- The subdivision of lots is regular within a block with small, equally sized parcels, typically meeting mid-block. Multiple smaller lots are consolidated to accommodate larger buildings. Deeper lots are typically found along major roads.
- Buildings are set back from the street by small to medium front yards with front doors or entrances located on the main facade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of the block.
- Individual lots may have only one narrow side yard and have a zero lot line setback from the 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.
- Many lots have dedicated driveways and/or parking areas, such as surface parking, driveways, or detached garages, located in the interior of the block. On-street parking is also common.



- Open spaces in the form of neighborhood parks, linear parks, and greens are important open space elements in a more densely developed neighborhood.
- Architectural detailing is human scale, shares many characteristics and proportions with single-family architecture, including frequent windows, front entrances, porches, stoops, and/or balconies. The majority of buildings are two to three stories.

Current Zoning District



RM-1: Residential Mixed District

Purpose

The purpose of the Residential Mixed (RM-1) District is to provide lands that accommodate a walkable, moderate-density mix of residential development that allows single-family, two-family, townhouse, and multi-family dwellings.

Intensity and Dimensional Standards

Standard	Townhouse	All Other Uses
Lot Area, min. (sf.)	8,000[1]/1,500[2]	5,000
Lot Width, min. (ft.)	75[1]/18[2]	50
Lot Depth, min. (ft.)	70	70
Lot Coverage, max. (% of site area)	50	50
Density, max. (du/acre)	N/A	8.7
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.)	40	40

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

	Library	Grocery store or food market ²
Cottage neighborhood development	Place of worship ²	Community garden ¹
Dwelling, live-work ¹	Public safety facility	Crop production and processing ²
Dwelling, multifamily	Elementary, middle, or high school ²	
Dwelling, single-family detached	Arboretum or botanical garden ²	
Dwelling, townhouse	Cemetery ²	
Dwelling, two-family	Park or greenway ¹	
Community recreation center	Utility facility, major ²	
Cultural facility ²	Utility facility, minor	
Day care facility ¹	Dry cleaning pick-up ¹	

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.

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

	Arboretum or botanical garden ²
Cottage Neighborhood Development	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	

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ORDINANCE NO.: 2025-008

*Amending the Official Zoning Map to modify the zoning for 427 Harden Street, Richland County
TMS #11311-03-07*

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 427 Harden Street, Richland County TMS #11311-03-07; 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, the City of Columbia Planning Commission has reviewed the application and made a recommendation to City Council regarding the application in accordance with §17-2.5(c)(3)(f) 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 rezoning 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 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 427 Harden Street, Richland County, Richland County TMS# 11311-03-07 as shown in Attachment A, is hereby rezoned from Residential Mixed District (RM-1) to Residential Single Family – Medium Lot District (RSF-2). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

Requested by:

Assistant City Manager Palen

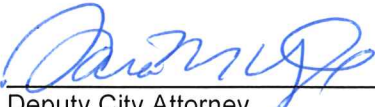
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

Dear, Will -

As a 28-year resident of Hollywood-Rosehill, I strongly support the rezoning of 427 Harden Street to single-family use.

This historic home, like many others, is an important part of our community's character. Higher-density development not only threatens its preservation but also risks altering the unique charm and integrity of our neighborhood. Additionally, such a change could lead to increased traffic and other challenges. Any change would be a shift away from the very qualities that make our area special.

I urge you to consider the long-term impact of this decision and advocate for alternatives that prioritize historic preservation and responsible development.

Thank you,

**Kerry Fulton
1727 Maplewood Dr.**

Dear Will,

Thanks for keeping us informed on 427 Harden Street. This is a very special property that is part of the fabric of this part of the city. It would be a huge loss to lose such a historic home and the wonderful property on which it sits--really a mini urban forest past the gardens. Plus some magnificent trees on this property. We are so glad the planning commission recommended it have the single family zoning and I want you as our District Council Person to vote and advocate with your colleagues to have this property zoned single family.

I would like to also see a way to include these properties along that section of Harden be included into either Shandon, Hollywood Rose-Hill or Wales Garden as the three contiguous neighborhoods nearest these properties. Harden Street is the boundary for HRH and the side of the street of this property is the side that is in for HRH. Same way for Wales Garden. Or Shandon could extend further down Harden Street.

Best,

Kathryn

Kathryn Luchok
325 Southwood Drive
Columbia, SC 29205

I am emailing because I hope that the city council votes to keep this property as single family. I believe I saw this house was for sale and was worried it would be divided up. Plus, it has a number of old oak trees and I feel one of the draws to Shandon are the beautiful trees.

Sincerely,

Mariana Livingston

Dear Will:

cc: all Columbia City Council members

I write to speak strongly in favor of the proposal to rezone 427 Harden Street from RM-1 to RSF-2. This iconic home and property is just the sort of dwelling/property that makes Columbia and this neighborhood such a wonderful place to live. Quite frankly, I was surprised to learn that it was not already zoned "Single-Family Residential" given the preponderance of attractive homes in that stretch of Harden that are, indeed, single-family homes.

It is always such a sad occurrence when beautiful properties are allowed to decline as so often happens with "multi-family" rental properties, especially when those renters are college students. One only has to continue south on Harden Street (a block from my house) to see that decline being played out.

Thank you in advance for your support of this proposal.

Sincerely,

Mary Bull

Hello,

I am writing to oppose the rezoning of 427 Harden Street to RSF-2 single-family (ZMA-2024-0016).

I grew up in Hollywood-Rose Hill, near the site in question, and now have a Master's of City and Regional Planning and work in zoning and housing policy.

This location ? steps from Five Points and directly across from a bus stop ? clearly makes sense for multi-family housing.

The argument that single-family zoning is more consistent with ?neighborhood character? ignores the true built context of the site, as Harden Street and the neighborhood more generally are made up of a mix of single- and multi-family homes.

Adding multi-family student housing to a sensible location like this one helps to free up apartments elsewhere in Columbia for families who need them. Maintaining an architecturally unremarkable, poorly maintained, single-family house does nothing to create a better Columbia.

Thank you for your consideration,

Veronica Brown

Dear Councilperson Brennan,

This email is to express my support for the rezoning of 427 Harden Street to single family so that it cannot be cut up into smaller parcels.

Thank you,

Dana Giurgiutiu

Resident of District III, Columbia SC

Will,

I am unable to attend the meeting but would very much like to show support for 427 Harden Street to be zoned SINGLE FAMILY.

Hope you and your family are doing well.

Thank you,

Linda Suber
3124 Heyward St
Cola, SC 29205

Dear Councilman Brennan:

I strongly support the rezoning of 427 Harden St in Columbia to single-family status. This will enhance the neighborhood greatly. Thank you for all you do.

Sincerely,

Patricia Coate, Columbia, SC

I support wholeheartedly the rezoning of 427 Harden Street to single dwelling. We need to support our vital city neighborhoods and protect them from encroachment of higher density or commercial development.

**Karen Rood
4221 Blossom Street**

Please do not allow 427 Harden St. to be broken up into small development parcels. It is a lovely historical home, and in any case, we do not need greater housing density and traffic adjacent to Five Points.

Thank you,

Pat Gilmartin



MEETING DATE: February 18, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **ZONING MAP AMENDMENT E/S Bluff Road, TMS# 13510-01-07, 13510-01-08, 13500-02-02, 13500-02-07**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-009 Amending the Official Zoning Map to modify the zoning for E/S Bluff Road, Richland County TMS #13510-01-07, 13510-01-08, 13500-02-02, 13500-02-07

Council District: 3

Proposal: Request to rezone the property from Residential Mixed (RM-2) and Community Activity Center/Corridor District (CAC) to Employment Campus (EC).

Applicant: Felicia Maloney, Columbia Empowerment Zone

Staff Recommendation: Approval

PC Recommendation: 01/09/2025; Approval (7-0)

ATTACHMENTS:

- **#a:** ZMA-2024-0015-Bluff_ZPH Packet (PDF)
- **#b:** 2025-009 - Zoning Map Amendment of ES Bluff Road (PDF)



CITY COUNCIL

February 18, 2025 at 4:00 P.M.

City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

ZONING MAP AMENDMENT CASE SUMMARY

E/S Bluff Road, TMS# 13510-01-07, 13510-01-08, 13500-02-02, 13500-02-07

Council District: 3

Proposal: Request to rezone the property from Residential Mixed (RM-2) and Community Activity Center/Corridor District (CAC) to Employment Campus (EC).

Applicant: Felicia Maloney, Columbia Empowerment Zone

Staff Recommendation: Approval

PC Recommendation: 01/09/2025; Approval (7-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 20.48 acres

Current Use: Vacant

Proposed Use: Mixed-Use

Future Land Use Classification: Urban Edge Community Activity Center (UEAC-1)

Current Zoning: Residential Mixed (RM-2) and Community Activity Center/Corridor District (CAC)

Proposed Zoning: Employment Campus (EC)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is designated as Urban Edge Community Activity Center (UEAC-1) in the *Columbia Compass: Envision 2036* Future Land Use Map

Refer to the attached land use classification description.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of an existing neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

ZONING

The subject property is currently zoned Residential Mixed (RM-2) and Community Activity Center/Corridor District (CAC). The abutting properties within the City of Columbia are zoned Residential Mixed (RM-2).

The proposed City of Columbia Zoning is Employment Campus (EC).

Refer to the attached zoning district descriptions for more information on the existing and proposed City of Columbia zoning.

STAFF RECOMMENDATION

While three of the four parcels were annexed and assigned CAC zoning in November 2023, the applicant has since determined that the EC will be a better fit for the overall development plan of a 20-acre mixed-use site, which will include government offices, health care facilities, retail, and multi-family residential uses. Staff finds that the proposed zoning of EC is consistent with the future land use classifications in the *Columbia Compass* comprehensive plan and that a recommendation to approve is appropriate.



Subject Property



Future Land Use

3306 and 3326 Bluff Road, TMS# 13500-02-02 and -07, 13510-01-07
Future Land Use: Urban Edge Community Activity Center (UEAC-1)

21.a

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

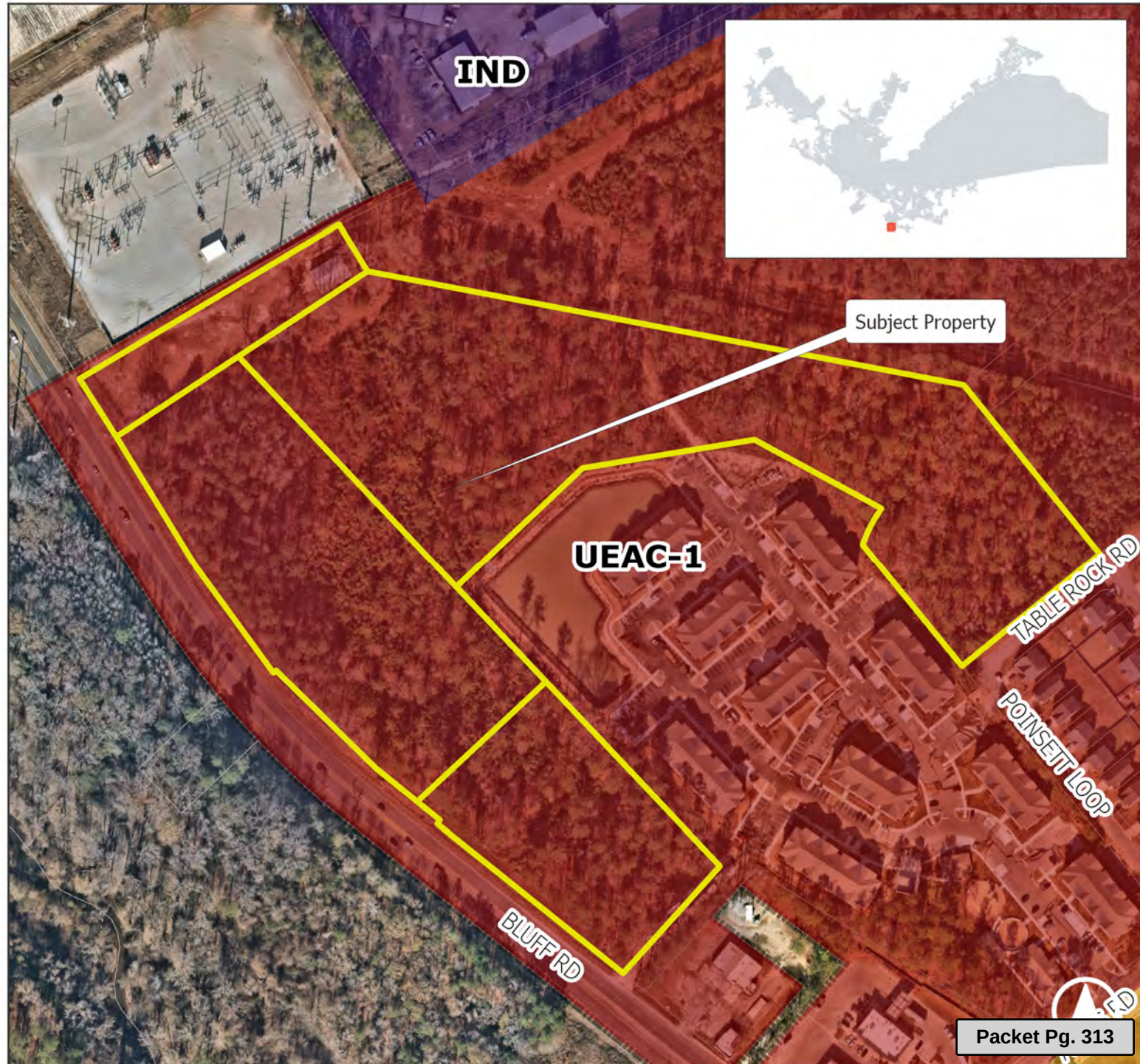
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Planning & Development
Services Department

Created by: swudson Date: 12/19/2024

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Zoning

3306 and 3326 Bluff Road, TMS# 13500-02-02 and -07, 13510-01-07 and -08

Current Zoning: Residential Mixed District (RM-2) and Community Activity Center District (CAC)

Proposed Zoning: Employment Campus District (EC)

21.a

Legend

- CAC: Community Activity Center/Corridor
- RM-2: Residential Mixed
- RM-1: Residential Mixed
- LI: Light Industrial District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits

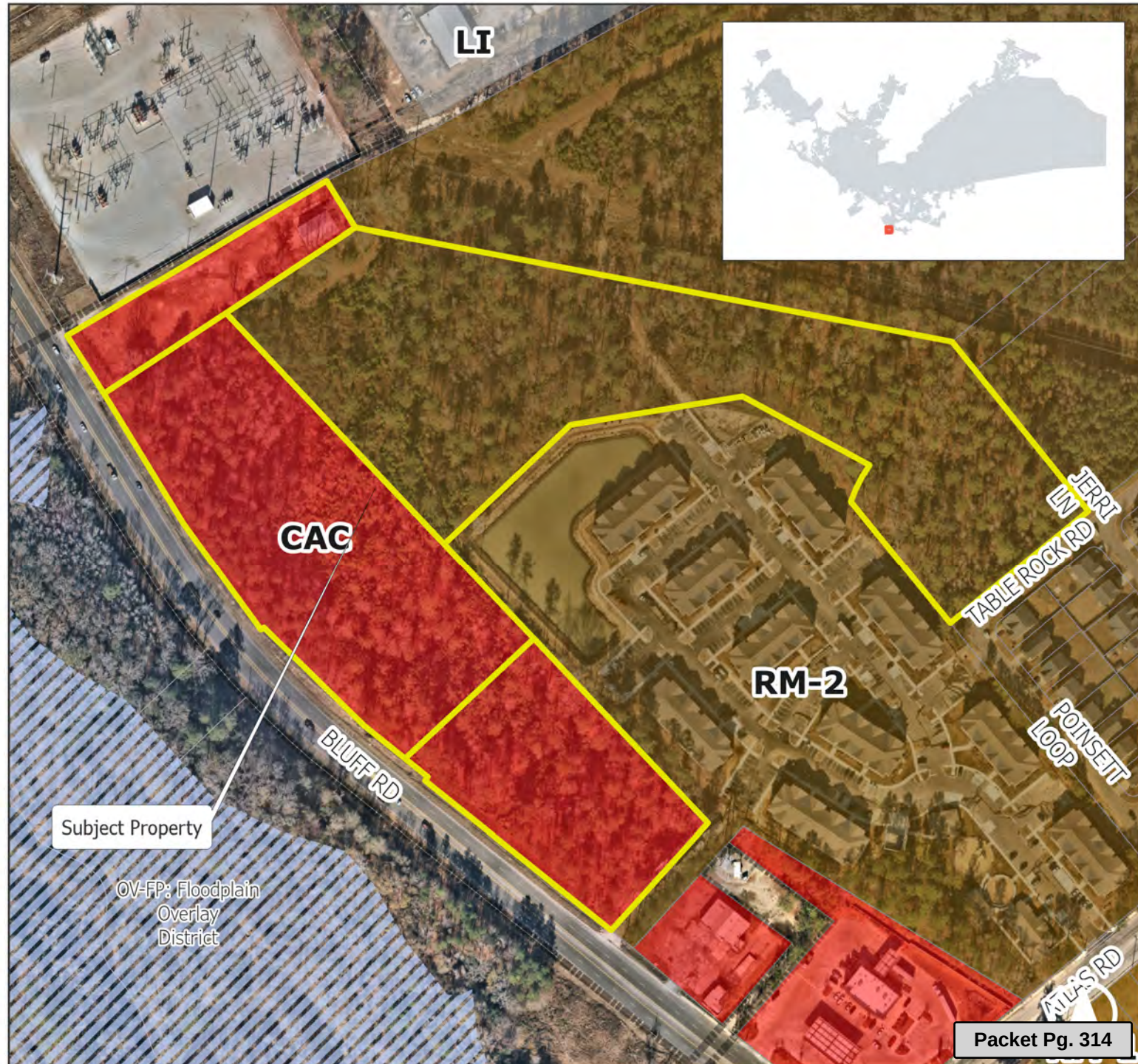
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Planning & Development
Services Department

Created by: sw Hudson Date: 12/19/2024

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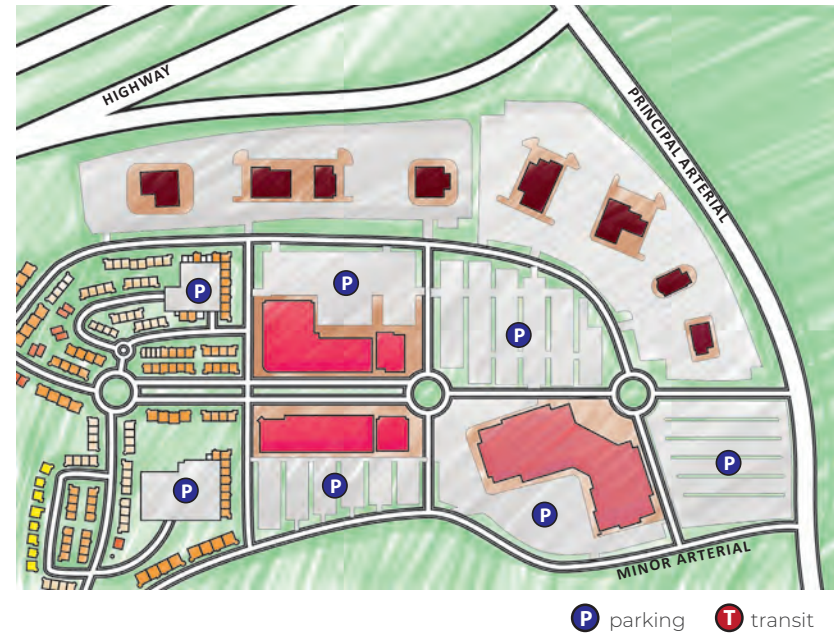


Future Land Use Classification

Development Types

URBAN EDGE COMMUNITY ACTIVITY CENTER (UEAC-1)

Urban Edge Community Activity Centers are small to medium scale, mixed-use activity centers with community-serving commercial uses and a medium to high intensity residential component, typically with a significant open space element. They provide a daily retail and service destination for a portion of the City, typically within a three-mile to five-mile radius or drive distance. These activity centers are found in the outer areas of the City, frequently near highway interchanges, and are subdivided from large, undeveloped tracts or as redevelopment of larger commercial sites. They typically are found at major intersections of major corridors and may occupy all quadrants of the intersection.



UEAC-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

SECONDARY TYPES

- Multi-family Small & Medium
- Flex Small & Medium

TERTIARY TYPES

- Single-family Attached
- Civic/Institutional Small & Large
- Commercial Large
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

UEAC-1 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. Connections to the primary road network are somewhat limited. Wide sidewalks on both sides of the street are common.
- Blocks vary in size based on the tenant mix; subdivision beyond blocks may be non-existent if shopping centers and multi-family buildings are owned by a single entity.
- Buildings are oriented toward internal streets of the development. Commercial/retail structures are set up to the sidewalk line, and residential buildings may also be set to the sidewalk or have small lawns or front yards.
- Buildings range from a small to medium scale footprint and are typically one to three stories.
- Design of these activity centers should fully accommodate pedestrians and cyclists as well as automobiles.
- Transit facilities should be located near or within these activity centers.
- Depending on the density of uses within a Community 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.
- Plazas, street trees and plantings, greens, neighborhood parks, and outdoor event venues can provide open spaces and outdoor recreation opportunities in Community Activity Centers.



- 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.
- Typically an architectural theme or range of styles is established at the time of planning; most Community Activity Centers are built in phases with a master plan and a single developer/builder. Neo-Traditional styles or modern architecture can be appropriate in these developments.

Current Zoning Districts



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-work ¹	Broadcasting studio	Public safety facility
Dwelling, mixed-use	Newspaper or periodical publishing establishment	Social services facility
Dwelling, multifamily	Community recreation center	College or university
Continuing care retirement community (CCRC) ¹	Cultural facility	Elementary, middle, or high school
Dormitory, public	Day care facility ¹	School, business or trade
Fraternity or sorority house ²	Government office	Hospital
Residential care facility ²	Library	Laboratory, medical or dental
Rooming house or boardinghouse ²	Membership organization facility	Medical or dental clinic/office
	Place of worship ¹	Nursing care facility
		Arboretum or botanical garden

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CAC: COMMUNITY ACTIVITY CENTER/CORRIDOR

Cemetery	Performing arts center
Park or greenway ¹	Recreation facility, indoor, not elsewhere listed
Park and ride	Recreation facility, outdoor, not elsewhere listed
Parking lot ¹	Consumer goods store
Parking structure ¹	Convenience store ²
Passenger terminal, surface transportation	Farmers' market
Utility facility, major ²	Grocery store or food market
Utility facility, minor	Liquor store ²
Kennel ¹	Pawn shop ²
Veterinary hospital or clinic ¹	Gasoline sales and service station ¹
Self-service storage ¹	Personal vehicle repair and maintenance ¹
Eating establishment only ¹	Vehicle equipment supplies sales and rentals
Eating and drinking establishment, Type 1 ¹	Hotel or motel
Eating and drinking establishment, Type 2 ²	Community garden ¹
Funeral home or mortuary	Manufacturing, assembly, or fabrication, light
Business/Professional office	
Contractor's office	
Bank, retail	
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	

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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

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Proposed Zoning District



EC: Employment Campus District

Purpose

The purpose of the Employment Campus (EC) District is to provide lands that accommodate a mix of employment, research and development, and light industrial development, with an expectation of high quality design, typically within a campus setting.

Development allowed in the EC District includes office, institutional, light industrial, research, and similar employment uses. Allowed uses include trade schools, offices, research and medical laboratories, and medium-intensity manufacturing, as well as uses such as multi-family dwellings, restaurants, and retail sales and services that are supportive of principal employment-based uses.

Intensity and Dimensional Standards

Standard	Multi-Family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)	10,000	N/A
Lot Width, min. (ft.)	75	50
Lot Coverage, max. (% of site area)	75	
Density, max. (du/acre)	N/A	
Front Yard Setback, min. (ft.)	15	
Side Yard Setback, min. (ft.)	5	
Rear Yard Setback, min. (ft.)	10	
Building Height, max. (ft.)	75	

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Community recreation center	Elementary, middle, or high school
Dwelling, live -work	Cultural facility	School, business or trade
Dwelling, mixed-use	Day care facility	Hospital
Dwelling, multifamily	Government office	Laboratory, medical or dental
Dwelling, townhouse	Library	Medical or dental clinic/office
Continuing care Community (CCRC) ¹	Membership organization facility	Nursing care facility
Residential care facility ²	Place of worship ¹	Park or greenway ¹
Broadcasting studio	Public safety facility	Park and ride
Newspaper or periodical publishing establishment	Social services facility	Parking lot ¹
	College or university	Parking structure ¹

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EC: EMPLOYMENT CAMPUS

Passenger terminal, surface transportation	Recreation facility, indoor, not elsewhere listed
Utility facility, major ²	Recreation facility, outdoor, not elsewhere listed
Utility facility, minor	
Animal shelter	Building supplies and equipment store
Kennel ¹	Consumer goods store
Veterinary hospital or clinic ¹	Convenience store ²
Laboratory, testing or research	Farmers' market
Linen or uniform supply	Grocery store or food market
Self-service storage ¹	Liquor store ²
Sign fabricating establishment	Gasoline sales and service station ¹
Eating establishment only ¹	Personal vehicle repair and maintenance ¹
Eating and drinking establishment, Type 1 ¹	Personal vehicle sales and rentals ¹
Eating and drinking establishment, Type 2 ²	Vehicle paint and finishing shop
Funeral home or mortuary	Hotel or motel
Business/Professional office	Agriculture and forestry uses, not elsewhere listed
Contractor's office	Community garden ¹
Bank, retail	Crop production and processing
Beauty salon or barbershop	Warehouse distribution and storage
Body piercing or tattoo establishment ¹	Wholesale sales, not elsewhere listed
Dry cleaning pick-up ¹	
Laundry, coin-operated	Manufacturing, assembly, or fabrication, light
Nail salon	Manufacturing, assembly, or fabrication, medium
Repair of personal goods	
Car wash	
Banquet hall	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2025-009

*Amending the Official Zoning Map to modify the zoning for E/S Bluff Road, Richland County
TMS #13510-01-07, 13510-01-08, 13500-02-02, 13500-02-07*

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for E/S Bluff Road, Richland County TMS # 13510-01-07, 13510-01-08, 13500-02-02, 13500-02-07; 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, the City of Columbia Planning Commission has reviewed the application and made a recommendation to City Council regarding the application in accordance with §17-2.5(c)(3)(f) 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 rezoning 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 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 E/S Bluff Road, Richland County, Richland County TMS# 13510-01-07, 13510-01-08, 13500-02-02, 13500-02-07 as shown in Attachment A, is hereby rezoned from Community Activity Center/Corridor District (CAC) and Residential Mixed District (RM-2) to Employment Campus District (EC). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

Requested by:

Assistant City Manager Palen

Mayor _____

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:



MEETING DATE: February 18, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **ZONING MAP AMENDMENT for 1205 Colleton Street,
TMS# 11705-05-16**

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-010 - Amending the Official Zoning Map to modify the zoning for 1205 Colleton Street, Richland County TMS #11705-05-16

Council District: 1

Proposal: Request to rezone the property from Single Family Residential Large Lot (RSF-1) to Mixed-Use District (MU-1).

Applicant: Reynaldo Barron, Barron Properties Group, LLC

Staff Recommendation: Approval

PC Recommendation: 01/09/2025; Approval (7-0)

ATTACHMENTS:

- **#a:** ZMA-2024-0014-Colleton_ZPH-Packet (PDF)
- **#b:** 2025-010 - Zoning Map Amendment of 1205 Colleton Street (PDF)



CITY COUNCIL

February 18, 2025 at 4:00 P.M.

City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

ZONING MAP AMENDMENT CASE SUMMARY

1205 Colleton Street, TMS# 11705-05-16

Council District: 1

Proposal: Request to rezone the property from Single Family Residential Large Lot (RSF-1) to Mixed-Use District (MU-1).

Applicant: Reynaldo Barron, Barron Properties Group, LLC

Staff Recommendation: Approval

PC Recommendation: 01/09/2025; Approve (7-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: .23 acres

Current Use: Vacant Lot

Proposed Use: Multifamily Dwelling

Future Land Use Classification: Urban Core Residential Small Lot (UCR-1)

Current Zoning: RSF-1

Proposed Zoning: MU-1

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is designated as Urban Core Residential Small Lot (UCR-1) in the *Columbia Compass: Envision 2036* Future Land Use Map

Refer to the attached land use classification description.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area for three adopted plans: the *Master Plan for the Villages of North Columbia* (2005), the *Walkable 29203 Pedestrian Master Plan* (2017), and the *Eau Claire Historic Resources Survey* (2018).

The subject property is located within the study area of [The Master Plan for the Villages of North Columbia](#), more specifically within Cluster Three (Section 2, Page 49) and the proposed College Village (Section 3, Page 85) set forth by the plan. The College Village plan recommends a future land use for the subject property of Urban Transitional District (Single-family Homes Converting to Office, Retail) (Section 3, Page 97) and specifically calls for properties near the intersection of N Main and Colleton to be “redeveloped as townhomes that reflect the scale and architectural character of this area” (Section 3, Page 102).

The plan’s recommendations for the College Place neighborhood include the local historic designation of the area as a conservation district. (Section 3, Page 106).

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 specific recommendations for Colleton Street.

While the property is located within the study boundary of the [Eau Claire Historic Resources Survey](#), during the 2018 survey the property was also a vacant lot, so no specific recommendations were made regarding the lot.

ZONING

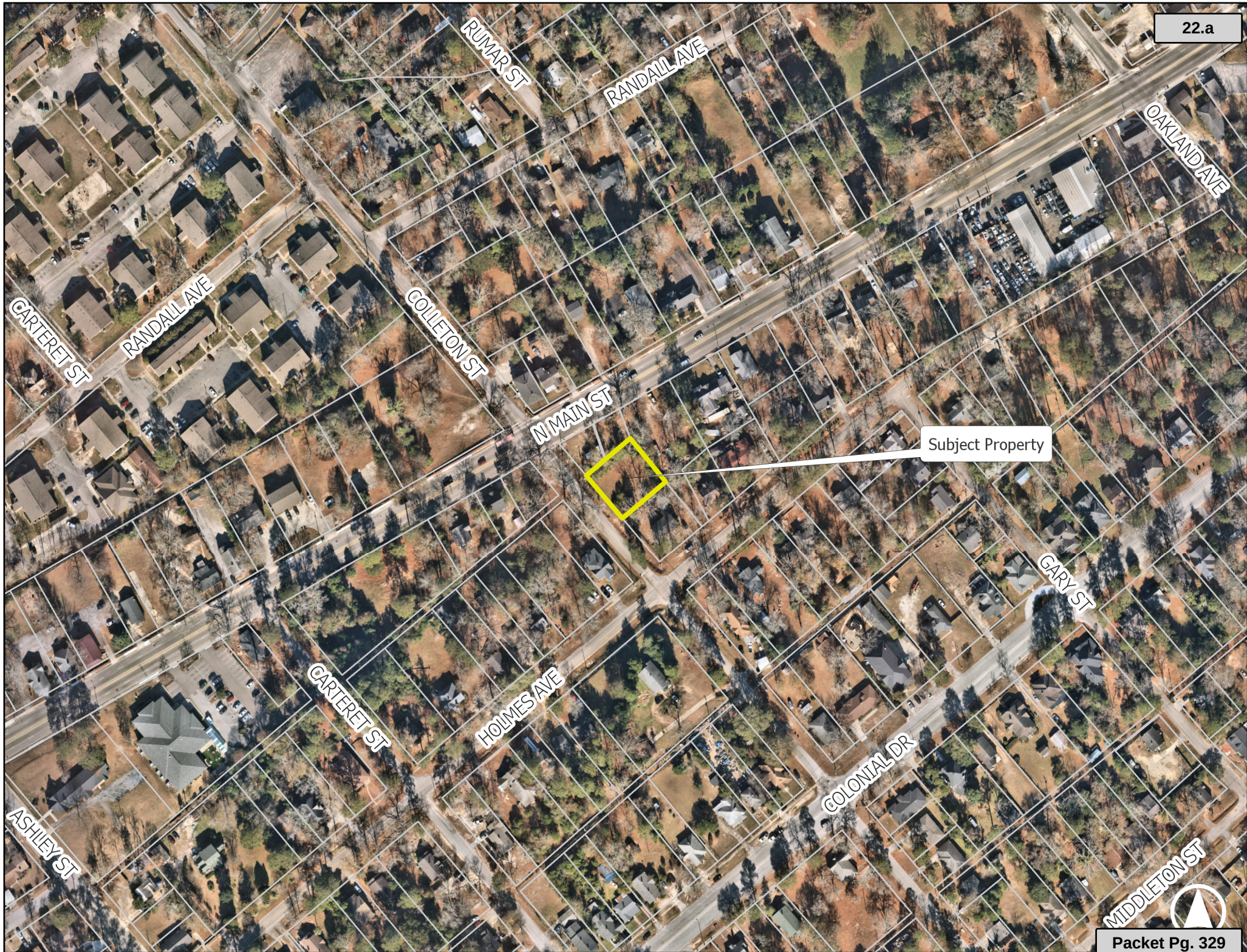
The subject property is currently zoned Single Family Residential Large Lot (RSF-1). The abutting properties within the City of Columbia are zoned Mixed-Use District (MU-1).

The proposed City of Columbia Zoning is Mixed-Use District (MU-1)

Refer to the attached zoning district descriptions for more information on the existing and proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff finds that the proposed zoning is consistent with the future land use classifications in the *Columbia Compass* comprehensive plan and with the Villages of North Columbia area plan recommendations. Lots such as this one facing a side street between commercial/mixed-use corridors and low-density residential districts often work well as a transition by providing low-intensity commercial use or small multi-family developments, consistent with the MU-1 Zoning district and with similar requests adjacent to corridors in other neighborhoods. Staff finds that a recommendation for approval is appropriate.



Subject Property



Future Land Use

1205 Colleton Street, TMS# 11705-05-16

22.a

Future Land Use: Urban Core Residential Small Lot (UCR-1)

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

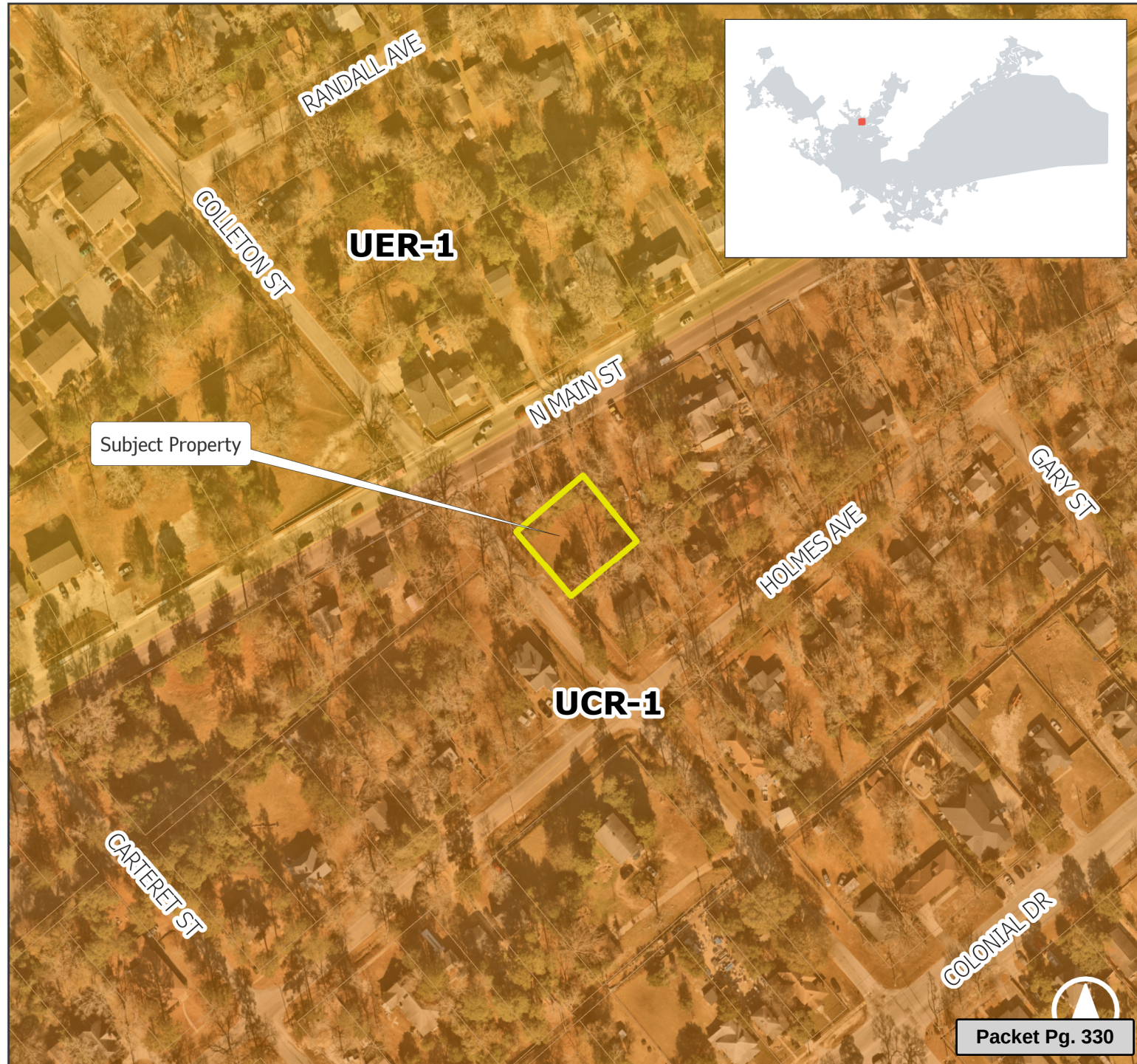
0 100 200 300 Feet



Planning & Development
Services Department

Created by: sw Hudson Date: 12/19/2024

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Zoning

1205 Colleton Street, TMS# 11705-05-16

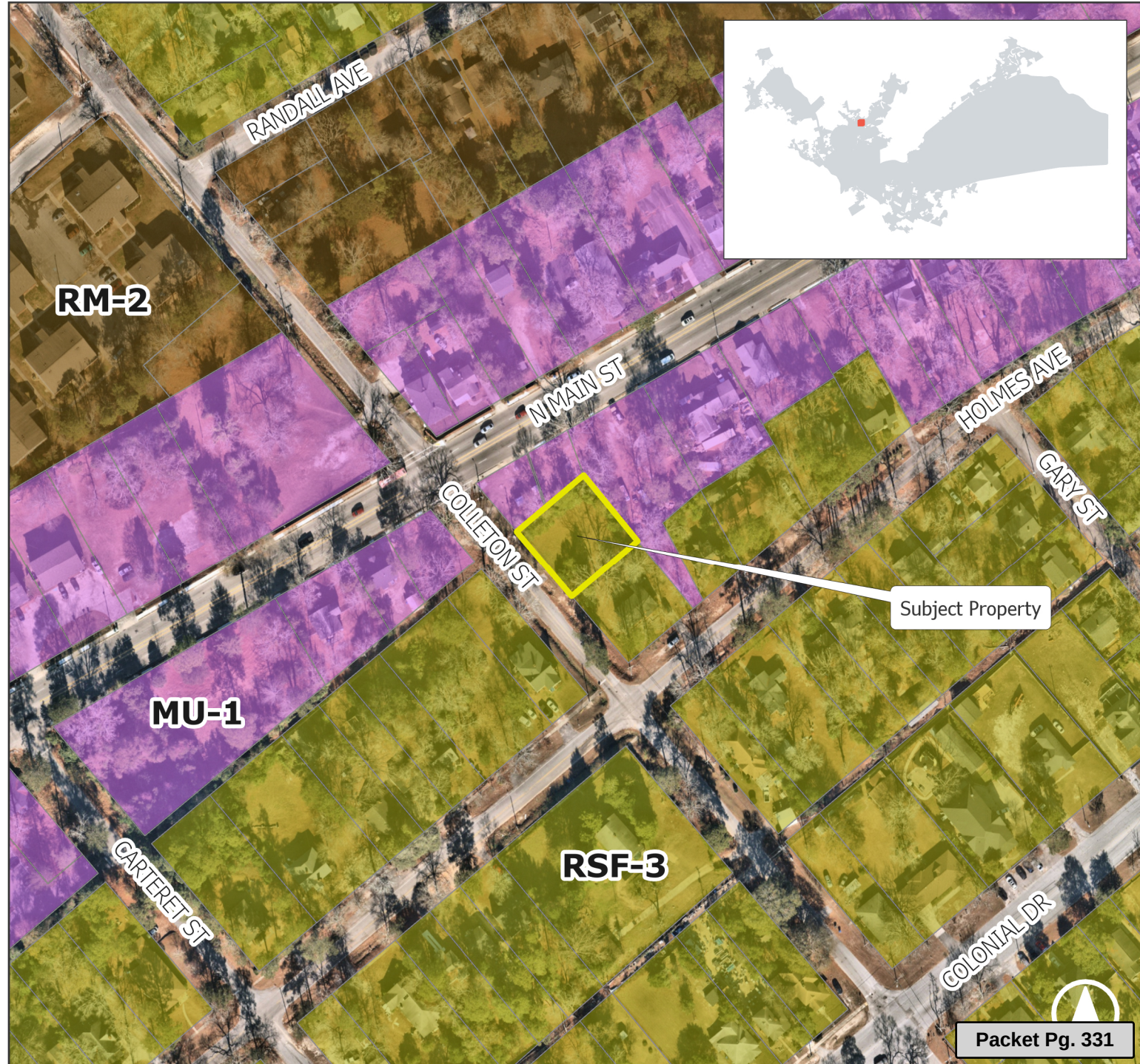
Current Zoning: Residential Single Family - Small Lot District (RSF-3)

Proposed Zoning: Mixed-Use District (MU-1)

22.a

Legend

- MU-1: Mixed-Use
- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- Parcels
- City Limits



Subject Property

Packet Pg. 331

0 100 200 300 Feet



Planning & Development
Services Department

Created by: sw Hudson Date: 12/19/2024

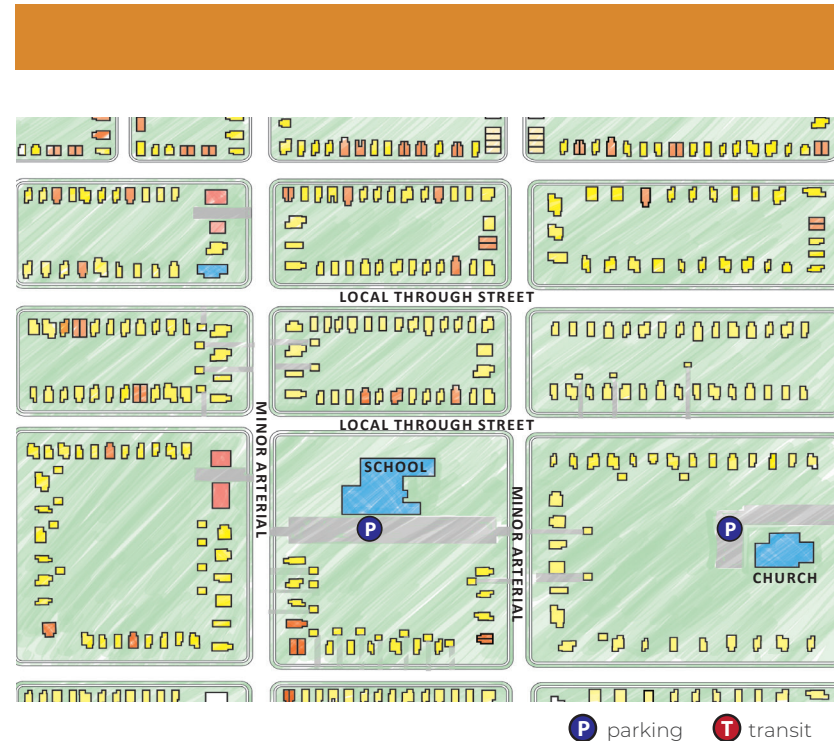
This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia

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.

Current Zoning District



RSF-1: Residential Single Family – Large Lot District

Purpose

The purpose of the Residential Single-Family - Large Lot (RSF-1) District is to provide lands that accommodate primarily single-family detached dwellings at very low densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	15,000
Lot Width, min. (ft.)	90
Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	40
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	25
Side Yard Setback, min. (ft.)	8
Rear Yard Setback, min. (ft.)	15
Building Height, max. (ft.)	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. 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.

Proposed Zoning District



MU-1: Mixed-Use District

Purpose

The purpose of the Mixed-Use (MU-1) District is to provide lands that accommodate low-density, walkable, mixed-use development in a gridded street pattern with varied lot sizes.

Allowed uses include single-family, two-family, townhouse, and multi-family dwellings, as well as neighborhood-serving, small-scale mixed-use retail, office, personal services, and institutional development. *No minimum parking.

Intensity and Dimensional Standards

Standard		Townhouse	Single-Family and Two-Family	Multi-Family and Mixed Use	All Other Uses
Lot Area, min. (sf.)		8,000[1]/1,500[2]	5,000	10,000	5,000
Lot Width, min. (ft.)		75[1]/18[2]	50	75	50
Lot Depth, min. (ft.)		[3]			
Lot Coverage, max. (% of site area)		50	N/A		
Density, max. (du/acre)		N/A			
Front Yard Setback. (ft.)	Min.	15	0		
	Max.	20			
Side Yard Setback, min. (ft.)		[4]	5		
Rear Yard Setback, min. (ft.)		10			
Building Height, max. (ft.)		40			

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] Applies to the development lot as whole rather than individual lots under individual units.

[2] Applies to individual lots under individual units.

[3] Lot depth for residential uses shall be a minimum of 60 feet.

[4] A minimum of five feet required between end units and side yard and ten feet between end units and any secondary front yard.

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Dwelling, two-family	Government office
Cottage neighborhood development	Continuing care retirement community (CCRC) ²	Library
Dwelling, live-work ¹	Fraternity or sorority house ²	Place of worship ¹
Dwelling, mixed-use	Residential care facility ²	Public safety facility
Dwelling, multifamily	Community recreation center	Social services facility
Dwelling, single-family detached	Cultural facility ²	Elementary, middle, or high school ²
Dwelling, townhouse	Day care facility ¹	Medical or dental clinic/office

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

MU-1: MIXED-USE

Nursing care facility

Arboretum or botanical garden²

Cemetery²

Park or greenway¹

Parking lot¹

Utility facility, major²

Utility facility, minor

Veterinary hospital or clinic¹

Eating establishment only¹

Eating and drinking establishment,
Type 1¹

Eating and drinking establishment,
Type 2²

Business/Professional office

Beauty salon or barbershop

Dry cleaning pick-up¹

Laundry, coin-operated

Nail salon

Recreation facility, outdoor, not
elsewhere listed

Consumer goods store

Farmers' market

Grocery store or food market

Bed and breakfast¹

Community garden¹

Crop production and processing

Manufacturing, assembly, or
fabrication, light

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2025-010

*Amending the Official Zoning Map to modify the zoning for 1205 Colleton Street, Richland County
TMS #11705-05-16*

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 1205 Colleton Street, Richland County TMS # 11705-05-16; 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, the City of Columbia Planning Commission has reviewed the application and made a recommendation to City Council regarding the application in accordance with §17-2.5(c)(3)(f) 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 rezoning 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 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 1205 Colleton Street, Richland County, Richland County TMS# 11705-05-16 as shown in Attachment A, is hereby rezoned from Residential Single Family – Small Lot District (RSF-3) to Mixed Use District (MU-1). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

Deputy City Attorney

City Clerk

Introduced:

Final Reading:



MEETING DATE: February 18, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-003 - Amending Ordinance 2023-065 granting an encroachment to Gadsden & Greene, LLC, for use of the right of way areas of the 700 block of Devine Street, the 700 block of Gadsden Street and the 700 block of Greene Street for the installation and maintenance of sidewalks, landscaping, irrigation, on-street parking spaces, a bus pull-out lane, bike racks and benches adjacent to 737 Gadsden Street, TMS# 08915-12-01

REQUISITION NO.: 2025-003

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** 2025-003 -Gadsden and Greene grease trap amendments summary full packet (PDF)
- **#b:** 2025-003 -Gasden and Greene grease trap amendments ordinance (PDF)

**CITY COUNCIL
ENCROACHMENT SUMMARY
2025-003**



**700 BLOCK OF DEVINE STREET, 700 BLOCK OF GADSDEN STREET, AND 700
BLOCK OF GREENE STREET
ADJACENT TO 737 GADSDEN STREET
GREASE INTERCEPTOR**

Subject Property:	Right-of-way adjacent to 737 Gadsden Street
Council District:	3
Proposal:	The applicant is requesting to amend Ordinance No. 2023-065 to grant an encroachment to Gadsden & Greene, LLC, for the installation and maintenance of a concrete grease interceptor.
Applicant:	Gadsden & Greene, LLC
Staff Recommendation:	Approval.

Detail:	The applicant is requesting to amend Ordinance No. 2023-065 to allow for the installation and maintenance of one (1) one thousand (1,000) gallon concrete grease interceptor measuring approximately nine (9') feet in width five (5') feet in length six (6') feet in depth, adjacent to 737 Gadsden Street, 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. Grease interceptor shall not be used by multiple tenants.
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Citywide GIS Viewer Map

This map was prepared using
the City GIS Viewer
City of Columbia - GIS Division
2/5/2025 2:07 PM



FEMA, Sources: Esri, TomTom, Garmin, FNO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, GIS

Address Point Street & Ownership

- Active
- Vacant
- Tax Parcel
- CFCC,Ownership
- Interstate
- Highway
- City Maintained
- State Maintained

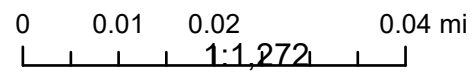
- Private
- Others

FEMA Flood Hazard Area

FLD_ZONE, ZONE_SUBTY

- AE - Floodway
- AE - 100yr Flood Plain

- A - No Base Flood Elevation
- X - 500yr Flood Plain



1:1,272

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



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.)

(1) 1,000 Gallon Concrete Grease Interceptor

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.

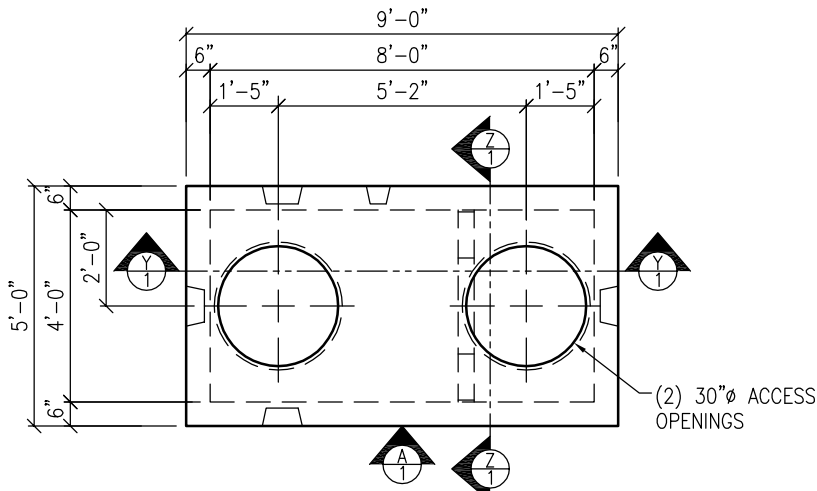
Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

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:

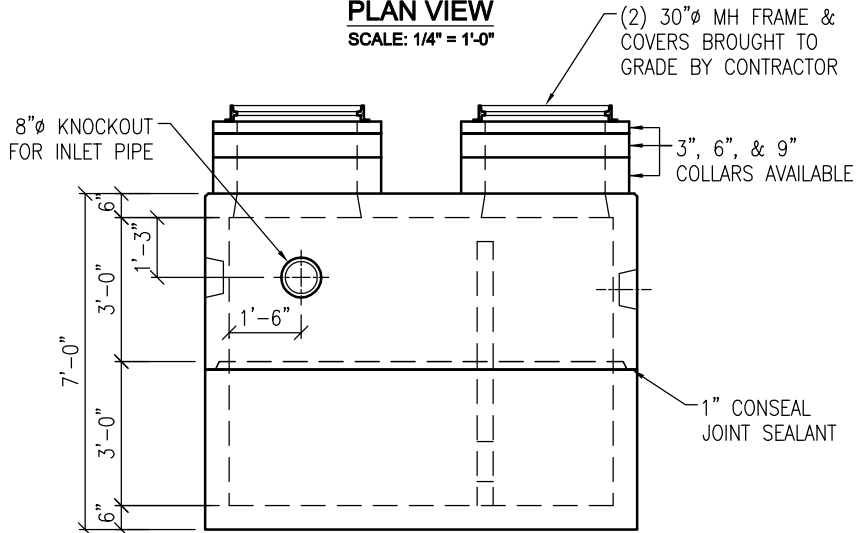
Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

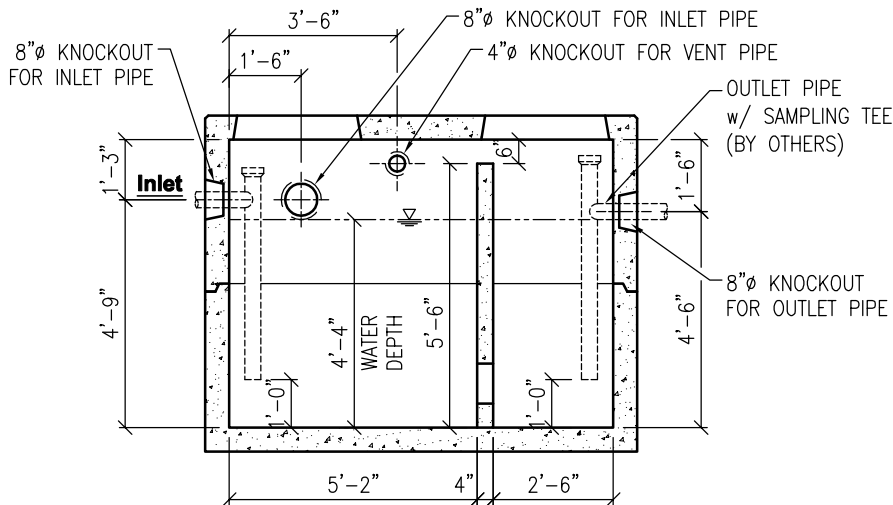
Signature of Applicant	
	
Print Name	Date
R. Hunter Lambert	1/7/25



PLAN VIEW
SCALE: 1/4" = 1'-0"

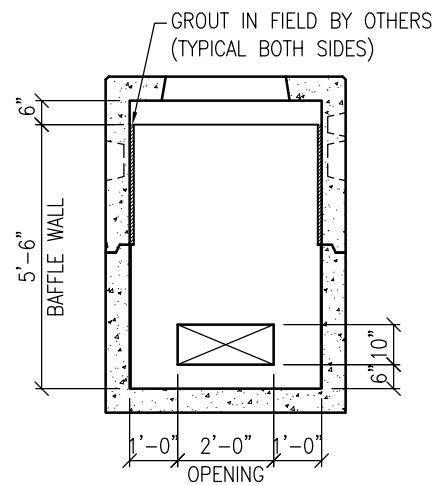


VIEW A
SCALE: 1/4" = 1'-0"



SECTION Y
SCALE: 1/4" = 1'-0"

SHIP-LOOSE ITEMS		
QTY	DESCRIPTION	ITEM ID
2 ROLLS	JOINT SEALANT 1" x 14.5' CS-102	5439200
OLDCASTLE ID		
QTY	DESCRIPTION	ITEM ID
1 EA.	4 x 8 x 3 TOP SECTION	1902315
1 EA.	4 x 8 x 3 BASE SECTION	0068025
1 EA.	4 x 8 1000 GAL. BAFFLE WALL	1902300
1 EA.	BAFFLE WALL INSTALLATION	1902311



SECTION Z
SCALE: 1/4" = 1'-0"

GENERAL NOTES:

1. CONCRETE: $F'_c = 5,000$ psi.
2. REINFORCING STEEL: ASTM A-615, $F_y = 60$ ksi
3. DESIGN LIVE LOAD = HS-20
4. EARTH COVER = 0'-0" MIN. TO 2'-0" MAX.
5. BUTYL RUBBER JOINT SEALANT
6. GRAY WATER ONLY
7. BLACK WATER SHALL BE CARRIED BY SEPARATE SIDE SEWER
8. CONTRACTOR TO:
 - SUPPLY & INSTALL ALL PIPING & SAMPLING TEES
 - KNOCKOUT OPENINGS AS NEEDED & GROUT IN ALL PIPES & WEIRS
 - FILL w/ CLEAN WATER PRIOR TO "START UP" OF SYSTEM
 - VERIFY SIZE & LOCATION OF ALL OPENINGS

WEIGHTS:

TOP SECTION: 4.25 TONS / 8491 LBS.
 BASE SECTION: 4.51 TONS / 9029 LBS.
 BASE SECTION w/ BAFFLE: 5.01 TONS / 10025 LBS.



Oldcastle Precast®
CHESAPEAKE

1401 TRIMBLE ROAD
 EDGEWOOD, MD 21040 410-612-1213
 5115 MASSAPONAX CHURCH ROAD
 FREDERICKSBURG, VA 22407 540-898-6300

OPI-CHESAPEAKE-INFO@OLDCASTLE.COM

GI-486

FILE NAME: 365GT1000GA.DWG

ISSUE DATE: October, 2017

SCALE: 1/4" = 1'-0"

Grease Interceptor
4'-0" x 8'-0" x 6'-0" I.D.
1000 Gallon Capacity

Copyright © 2017 Oldcastle Precast

Packet Pg. 346

GENERAL NOTES

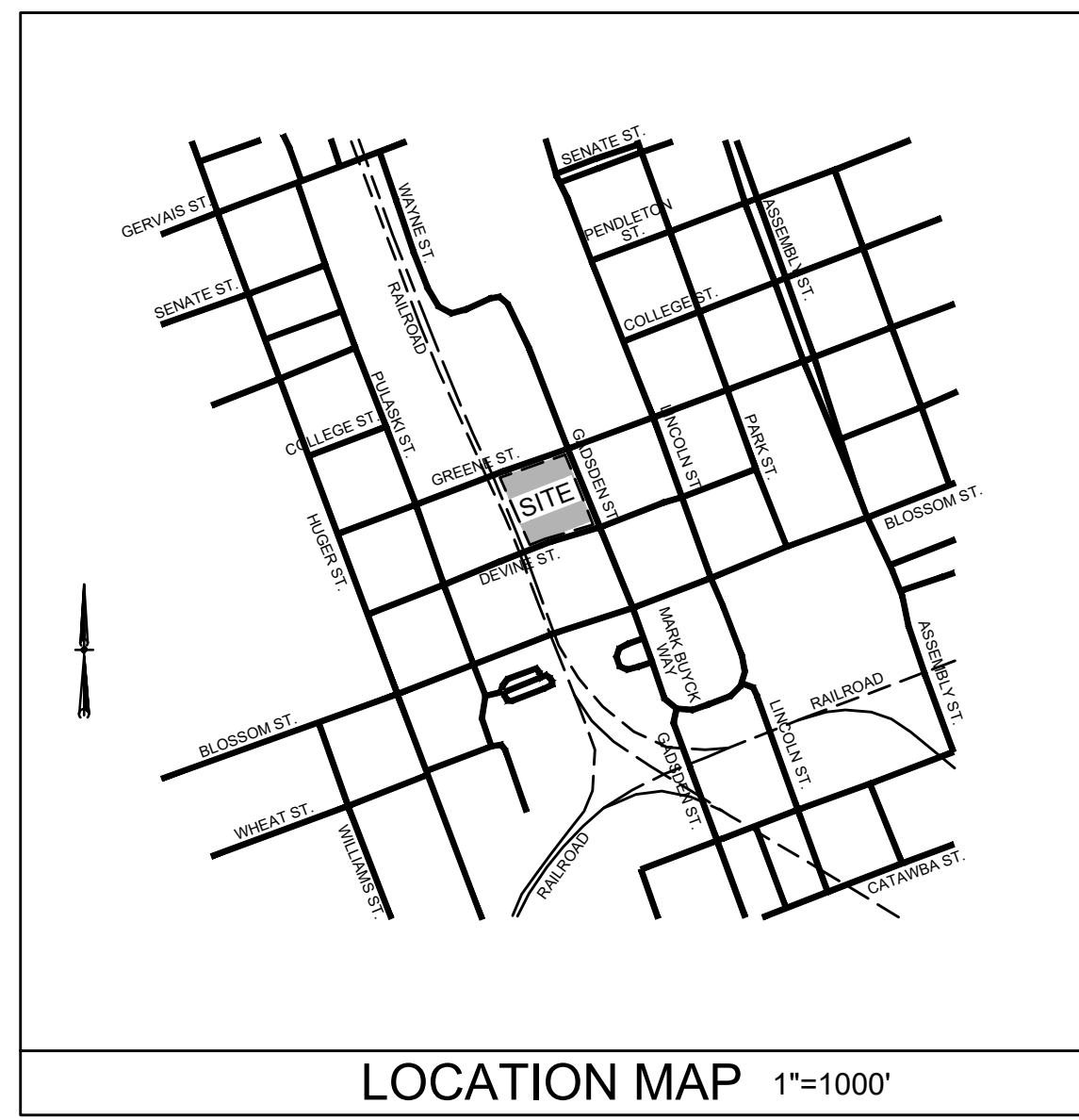
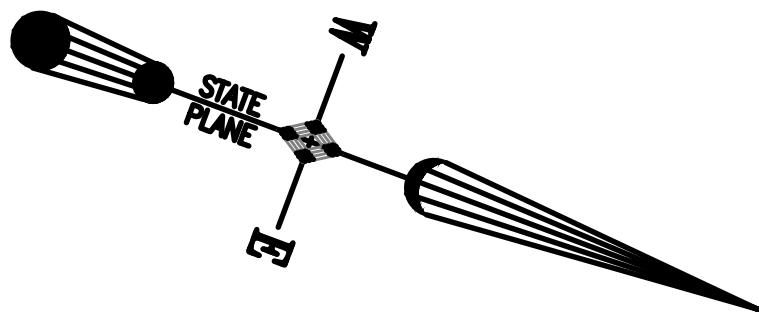
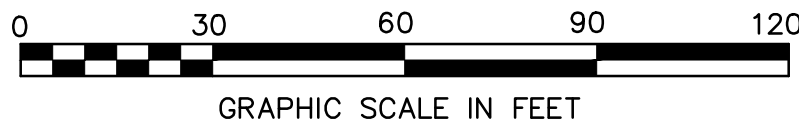
- 1) THE PROJECT SITE IS IDENTIFIED AS RICHLAND COUNTY TAX PARCEL R08915-12-01.
- 2) TOTAL AREA OF PARCEL IS 3.99 ACRES.
- 3) THE ADDRESS OF THE PROJECT IS 737 GADSDEN STREET, IS IN THE CITY OF COLUMBIA AND IS ZONED MC.
- 4) BY GRAPHIC PLOTTING, THIS PROPERTY IS LOCATED IN ZONE X AS DEPICTED ON FLOOD INSURANCE RATE MAP 45079C0356L, DATED 12/21/2017.
- 5) THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE LOCATIONS AND ELEVATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
- 6) ALL DIMENSIONS REFERENCED TO THE CURB INCLUDING RADII ARE TO THE FACE OF CURB (PARKING LOT SIDE).

REFERENCES

- 1) SITE SURVEY PREPARED BY DAVIS & FLOYD, INC., DATED 4/20/2022.

SETBACKS

- 1) REQUIRED FRONTAGE SETBACKS PER ZONING IS 10' MAXIMUM FROM PROPERTY LINE.
- 2) A VARIANCE WAS APPROVED IN MAY, 2022 TO ALLOW 25' MAXIMUM ALONG GADSDEN STREET AND 15' MAXIMUM ALONG GREENE STREET.
- 3) A SECOND VARIANCE WAS APPROVED IN DECEMBER, 2022 TO ALLOW 35' MAXIMUM ALONG GADSDEN STREET AND 15' MAXIMUM ALONG DEVINE STREET.



LOCATION MAP 1"=1000'

OWNER'S INFORMATION

OWNER: GADSDEN & GREENE LLC
CONTACT: R. HUNTER LAMBERT
1027 BARNWELL STREET
COLUMBIA, SC 29208
P: 803-576-7277
E: LAMBERTRH@MAIL.SC.EDU

DEVELOPER'S INFORMATION

DEVELOPER: HOLDER PROPERTIES, INC.
CONTACT: JEFF SCHAUSS
3300 CUMBERLAND BOULEVARD
ATLANTA, GA 30339
P: 770-988-3118
E: JSCHAUS@HOLDERPROPERTIES.COM

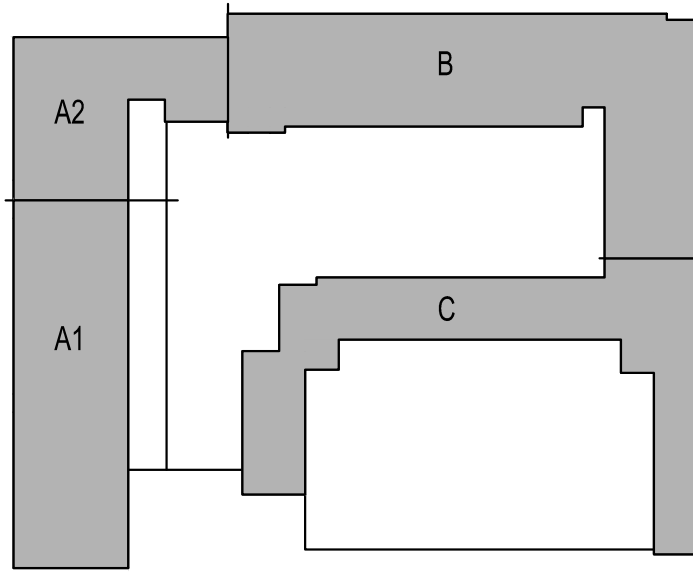
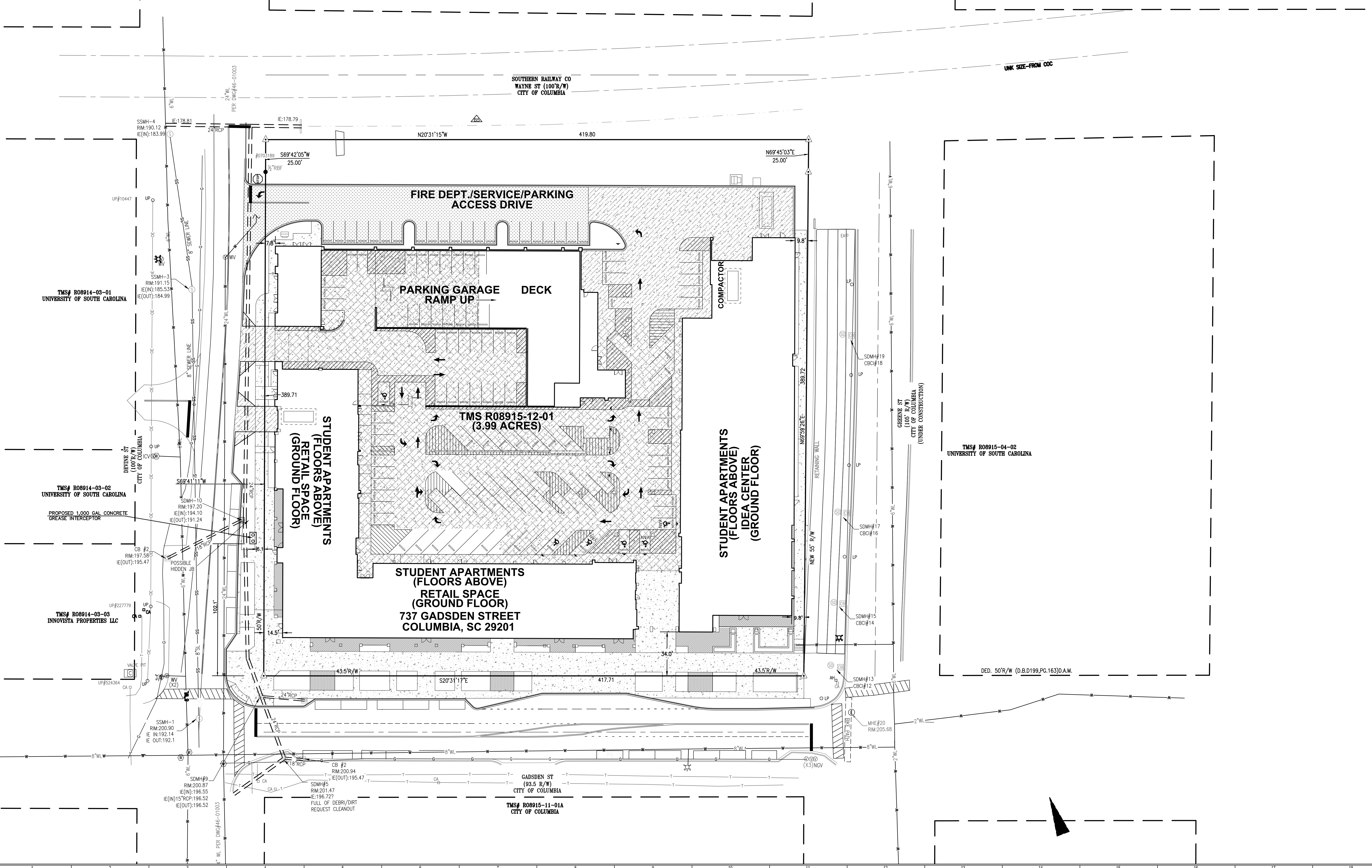
ENGINEER'S INFORMATION

ENGINEER: SSOE
CONTACT: KEVIN EUBANKS, PE
1501 MAIN STREET
COLUMBIA, SC 29201
P: 803-765-0320
E: KEUBANKS@SSOE.COM



ISSUANCES

No.	Drawing Issue Description	Date



KEY PLAN

GADSDEN + GREENE APARTMENTS

737 GADSDEN ST
COLUMBIA, SC 29201

HOLDER PROPERTIES

PERMANENT ENCROACHMENT PLAN

KEITH BRANHAM	20220088
Principal/Engineer	Project No.
KEVIN EUBANKS	05/22/2023
Project Manager	Date
KEVIN EUBANKS	Project Engineer
TODD GAYLE	Staff Engineer

ECP1.00

ORDINANCE NO.: 2025-003

Amending Ordinance 2023-065 granting an encroachment to Gadsden & Greene, LLC, for use of the right of way areas of the 700 block of Devine Street, the 700 block of Gadsden Street and the 700 block of Greene Street for the installation and maintenance of sidewalks, landscaping, irrigation, on-street parking spaces, a bus pull-out lane, bike racks and benches adjacent to 737 Gadsden Street, TMS# 08915-12-01

WHEREAS, by Ordinance No.: 2023-065 enacted on June 20, 2023 the Mayor and City Council granted Gadsden & Greene, LLC, (hereinafter "Grantee") the right to use the right of way areas of the 700 block of Devine Street, the 700 block of Gadsden Street and the 700 block of Greene Street, Richland County TMS # 08915-12-01, for the installation and maintenance of sidewalks, landscaping, irrigation, on-street parking spaces, a bus pull-out lane, bike racks and benches adjacent to 737 Gadsden Street, as shown on the attached drawings; and,

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 amend Ordinance No. 2023-065 to include the installation and maintenance of one (1) one thousand (1,000) gallon concrete grease interceptor measuring approximately nine (9') feet in width five (5') feet in length six (6') feet in depth in the Devine Street right-of-way, as shown on the attached drawings.

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,

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

LEGAL DEPARTMENT DRAFT

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. Grease interceptor shall not be used by multiple tenants.

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 Jeff Palen

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



MEETING DATE: February 18, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-007 - Approval for Granting an Easement to Dominion Energy South Carolina, Inc. along a Portion of City-Owned Property Located at 930 Laurel Street and 901 Taylor Street known as Finlay Park and Identified as Richland County TMS#09014-01-03 and TMS#09010-08-01 for Electric Lines for the Finlay Park Revitalization Project; CF#250-657

REQUISITION NO.: 2025-007

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** 2025-007 - 2020 Dominion Easement _Finlay Park Revitalization (PDF)

ORDINANCE NO.: 2025-007

Approval for Granting an Easement to Dominion Energy South Carolina, Inc. along a Portion of City-Owned Property Located at 930 Laurel Street and 901 Taylor Street known as Finlay Park and Identified as Richland County TMS#09014-01-03 and TMS#09010-08-01 for Electric Lines for the Finlay Park Revitalization Project; CF#250-657

WHEREAS, Dominion Energy South Carolina, Inc. has made a request for an easement along the subject City-owned property for construction electric lines and appurtenances in Finlay Park; 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 _____, 2025, 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 Finlay Park Remodeling, dated January 16, 2025, R/W File #27815, 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 #250-657. 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: February 18, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-011- Approval of Reservation of Easement for the Crane Creek Greenway along a Portion of City-Owned Property Identified as Richland County TMS#07316-02-01A, TMS#07413-02-01, TMS#07414-04-01 & TMS#07415-02-01; CF#250-656

REQUISITION NO.: 2025-011

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** Memo Ordinance 2025-011 (DOCX)
- **#b:** 2025-011- Reservation of Easement for Crane Creek Greenway (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: February 18, 2025

Subject: Recommendation for Approval
Ordinance No.: 2025-011
Approval for Reservation of Easement for Crane Creek Greenway

The City received a request for a new easement for the purpose of constructing a greenway on the city's property. The city utilizes the Reservation of Easement document when the property is owned by the city. This allows the easement to continue permanently even if the property is subdivided or sold.

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

ORDINANCE NO.: 2025-011

*Approval of Reservation of Easement for the Crane Creek Greenway along a Portion of City-Owned Property
Identified as Richland County TMS#07316-02-01A,
TMS#07413-02-01, TMS#07414-04-01 & TMS#07415-02-01; CF#250-656*

WHEREAS, the City of Columbia is the owner of the subject properties located on the eastern and northeastern sides of Broad River identified as Richland County TMS#07316-02-01A acquired by deed in Record Bk. R720 at page 1478 and re-recorded in Record Bk. R772 at page 1883, Richland County TMS#07413-02-01 acquired by deed in Deed Bk. D363 at page 423, Richland County TMS#07414-04-01 acquired by deed in Deed Bk. 142 at page 561, and TMS#07415-02-01 acquired by deed in Deed Bk. 142 at page 561 and by deed in Deed Bk. DT at page 27 in the office of the Register of Deeds for Richland County; and

WHEREAS, plans have been designed and approved for the pedestrian trail and greenway along Crane Creek; and

WHEREAS, the City of Columbia desires to establish and reserve a permanent easement, twenty (20') feet in width, upon the subject property as shown on the attached Exhibit "A".

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2025, for and in consideration of the sum of One (\$1.00) Dollar, each to the other paid, the City Manager is hereby authorized to execute a Reservation of Easement on behalf of the City of Columbia to the CITY OF COLUMBIA to establish and reserve a twenty (20') feet in width easement for a pedestrian trail and greenway; also, 10' temporary easements on both sides of the permanent easement for construction purposes only as shown on the attached Exhibit "A".

This easement being more clearly shown and delineated on construction drawings for the Crane Creek Greenway, sheets 587942CR2-1.1 Property Exhibit, sheet CC1.1, dated June 23, 2023, prepared by Chao & Associates, Inc., prepared for the City of Columbia, South Carolina and being on file in the office of the Department of Engineering, City of Columbia, South Carolina under CF#250-656.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

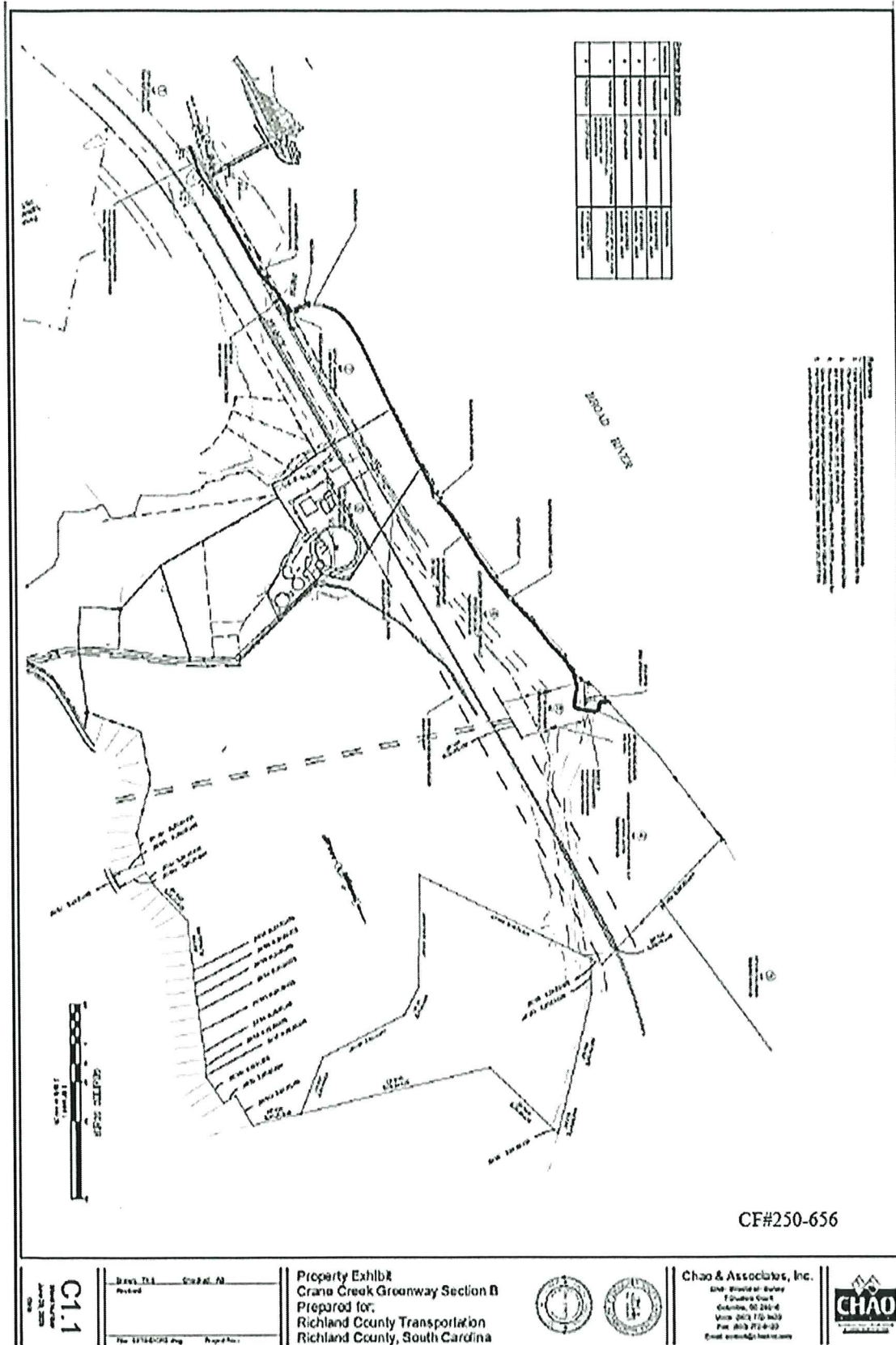
City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

Exhibit "A"





MEETING DATE: February 18, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2025-010 - Resolving to Consider an Ordinance Amending the 1998 Code of Ordinances, Chapter 17 (Unified Development Ordinance), to Prohibit Private Student Dormitories in the Downtown Activity Center and Mixed Commercial districts (DAC and MC) and to Update Regulations and Definitions Related Thereto; and Setting and Advertising to the Public the Date of a Public Hearing on this Ordinance; and, referring Ordinance Amendments to the Planning Commission for its Consideration; and Invoking the Pending Ordinance Doctrine with Respect to this Ordinance

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** R-2025-010 - Project Catalyst - Private Student Dormitories (PDF)
- **#b:** 2025-010 - ordinance attachment to resolution (PDF)
- **#c:** DAC District (PDF)
- **#d:** MC District (PDF)

RESOLUTION NO.: R-2025-010

Resolving to Consider Ordinance No.: 2025-___ Amending the 1998 Code of Ordinances, Chapter 17 (Unified Development Ordinance), to Prohibit Private Student Dormitories in the Downtown Activity Center and Mixed Commercial districts (DAC and MC) and to Update Regulations and Definitions Related Thereto; and Setting and Advertising to the Public the Date of a Public Hearing on this Ordinance; and, referring Ordinance Amendments to the Planning Commission for its Consideration; and Invoking the Pending Ordinance Doctrine with Respect to this Ordinance

WHEREAS, the City of Columbia (hereinafter, "the City") has prioritized the development of housing, to include student housing, to stimulate economic growth and urban revitalization in the downtown area; and

WHEREAS, this policy initiative successfully attracted various housing developments, including student housing which, at the time, aligned with the City's objectives of supporting downtown vibrancy and development;

WHEREAS, over time, the proportion of student housing has significantly increased, resulting in a marked shift in the housing market balance; and

WHEREAS, ensuring a balanced mix of housing is essential for supporting sustainable urban development, and meeting the housing needs of all community members, including families, professionals, and long-term residents; and

WHEREAS, as of this date, City Council has determined that a revision of the existing zoning rules is necessary to curtail further expansion of student housing in the downtown area and to promote the development of market rate housing that better serves the long-term interests of the community by changing the allowances regarding student housing in the DAC (Downtown Activity Center) and MC (Mixed Commercial) districts; and

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Columbia this _____ day of _____, 2025 that:

1. Council shall consider an Ordinance Amending the 1998 Code of Ordinances, Chapter 17 (Unified Development Ordinance), to Prohibit Private Student Dormitories in the Downtown Activity Center and Mixed Commercial districts (DAC and MC) and to Update Regulations and Definitions Related Thereto; and
2. An Ordinance Amending the 1998 Code of Ordinances, Chapter 17 (Unified Development Ordinance), to Prohibit Private Student Dormitories in the Downtown Activity Center and Mixed Commercial districts (DAC and MC) and to Update Regulations and Definitions Related Thereto is hereby referred to the City of Columbia Planning Commission for review and preparation of recommendations to City Council during its meeting on March 13, 2025; and
3. Council hereby sets a zoning public hearing on an amendment to the 1998 Code of Ordinances, Chapter 17 (Unified Development Ordinance), to Prohibit Private Student Dormitories in the Downtown Activity Center and Mixed Commercial districts (DAC and MC) and to Update Regulations and Definitions Related Thereto for April 15, 2025 in Council Chambers during its regularly scheduled Council meeting; and
4. Pursuant to South Carolina law, Council hereby invokes the pending ordinance doctrine with respect to an amendment of the 1998 Code of Ordinances, Chapter 17 (Unified Development Ordinance), to Prohibit Private Student Dormitories in the Downtown Activity Center and Mixed Commercial districts (DAC and MC) and to Update Regulations and Definitions Related Thereto.

LEGAL DEPARTMENT DRAFT

IT IS SO RESOLVED.

Requested by:

Councilman Will Brennan

Council Peter Brown

Mayor

Approved by:

City Manager

Approved as to form:

Attest:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

Proposed Amendments to Zoning Ordinance, as referred to in Resolution No.: R-2025-010

Section 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
RESIDENTIAL USES																											
Household Living Uses	Cottage neighborhood development				P	P	P	P	P	P	P																Sec. 17-4.2(c)(1)a.1
	Dwelling, live-work							C	C	C	C	C	C	C	C	C	C	C							P		Sec. 17-4.2(c)(1)a.2
	Dwelling, mixed-use									P	P	P	P	P	S	P	S	P							P		
	Dwelling, multifamily							P	P	P	P	P	P	P	S	P	S	P							P		
	Dwelling, single-family detached	P	P	P	P	P	P	P	P	P	P	P				P	S										
	Dwelling, townhouse							P	P	P	P	P				S	P	P							P		
	Dwelling, two-family						P	P	P	P	P	P				P	S	P									
	Mobile home park																										
Group Living Uses	Continuing care retirement community (CCRC)									S	S		C	C		C	C								C		Sec. 17-4.2(c)(1)b.1
	Dormitory, private															E/S	E/S		C/S								Sec. 17-4.2(c)(1)b.2
	Dormitory, public													P	P	S	P	P	S	P							

Section 17-4.2 Standards for Principal Uses

(c) Standards for Specific Principal Uses

(1) Residential Uses

(b) Group Living Uses

(2) Private Dormitory

(i) Private dormitories shall comply with the following standards:

(a) Not be located within 600 feet of:

(a) A RSF-1, RSF-2, RSF-3, RD, RD-MV, MU-1, RM-2, or MU-2 district; or

(b) A Planned Development district where the majority of the dwelling units are detached single- or two-family dwellings.

(b) Have a maximum density of 150 bedrooms per acre; however the Board of Zoning Appeals may grant a Special Exception Permit in accordance with Sec. 17-2.5(e), Special Exception Permit, to exceed this density. The Board of Zoning Appeals shall not grant such a Special Exception Permit if the application does not include an operation and management plan that describes, at a minimum, the following:

(a) Uses and activities that will occur in conjunction with the dormitory use;

LEGAL DEPARTMENT DRAFT

- (b) Hours and operation of non-residential services;
 - (c) Security plan including provisions for common and parking areas;
 - (d) Noise control;
 - (e) Provisions for transportation including location for loading/unloading of shuttles or buses, if applicable;
 - (f) Location of entrances and exits;
 - (g) Location and management of parking for residents and visitors;
 - (h) Location of amenities and their relationship and compatibility with adjacent uses.
- (c) There shall not be more than one person occupying a bedroom;
 - (d) A minimum of 75 percent of required bicycle parking in all districts shall be located in an enclosed and secured area.
 - (e) Sidewalks that are a minimum of five feet in width shall be provided along all streets;
 - (f) An on-site manager shall be on the premises 24 hours a day, seven days a week.
 - (g) Comply with any designated historic or design overlay district design guidelines.
 - (h) A private dormitory ~~within the DAC or MC district~~ shall not have more than 60 percent of the total number of dwelling units designed for occupancy by more than three unrelated adults.
- (ii) A variance from any of the provisions of this section is prohibited;
 - (iii) Private dormitories are not allowed within Planned Development (PD) districts, except for parcels located within the Bull Street Planned Unit Development, which are subject only to sections (i)(a)(a), (i)(c), and (i)(f) above.

Section 17-9.3 Use Classification and Interpretation

(a) Principal Use Classification System

(3) Residential Uses Classification

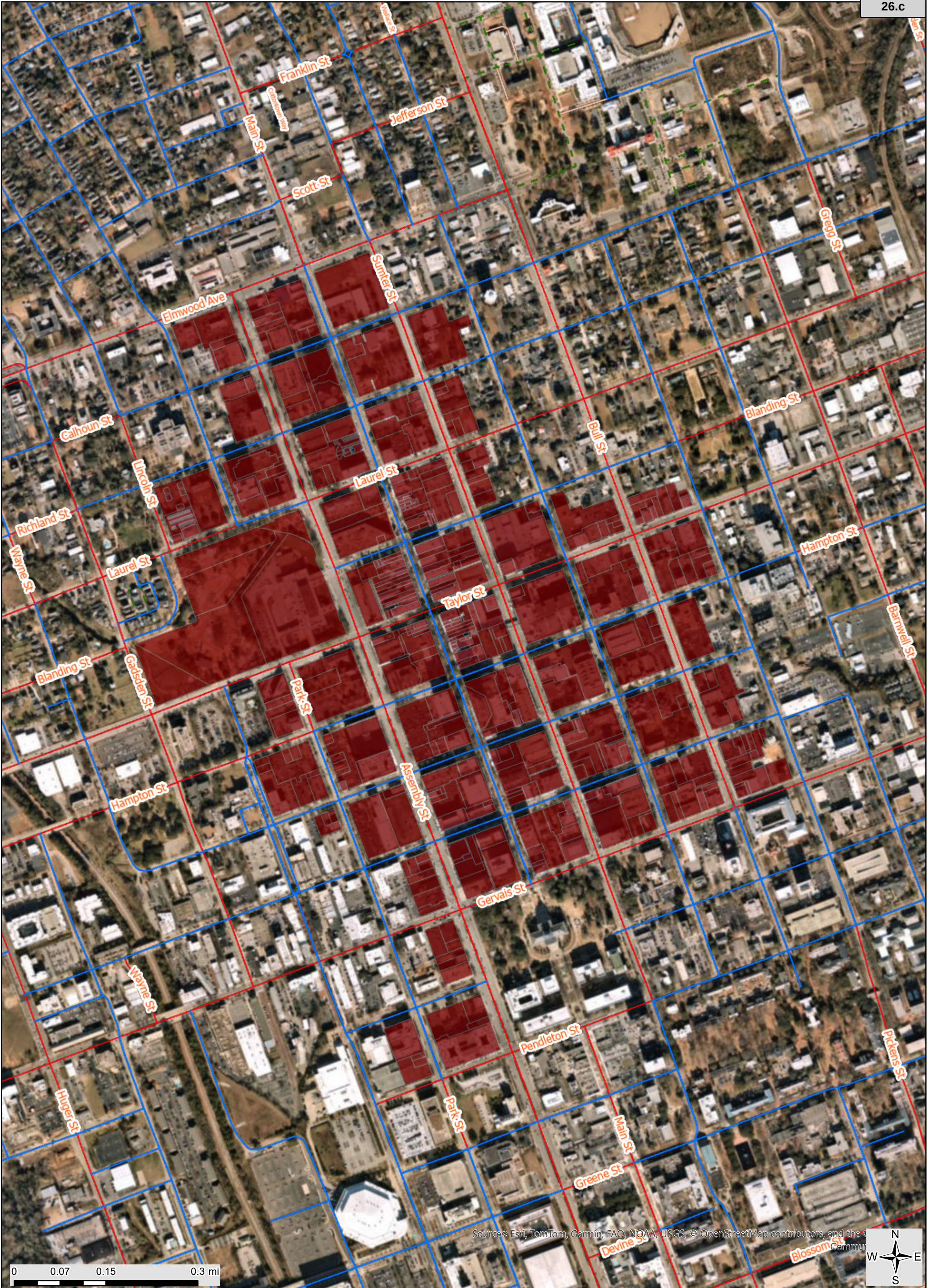
(b) Group Living Uses

(2) Dormitory, Private

A building not owned or operated by a college or university, with one or more dwelling or living units, that contains bedrooms for students attending a college or university, where the occupancy of each unit does not constitute a family. ~~Each bedroom shall have an individual private bathroom with a bath or shower.~~ Bedrooms may be arranged around a common area with a kitchen which is shared by students renting the bedrooms, or along a hall which provides access to a

common kitchen space. Bedrooms ~~shall~~ may be rented to the student on an annual basis or for an academic semester or summer term. Accessory uses may include fitness facilities, pools, parking areas, and similar facilities.

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DAC DISTRICT

- Street & Ownership**
CFCC,Ownership
- Interstate
 - Highway
 - City Maintained
 - State Maintained
 - Private

- Zoning Districts**
ZoningDistrict
- DAC: Downtown Activity Center/Corridor
 - RAC: Regional Activity Center/Corridor
 - CAC: Community Activity Center/Corridor

- Zoning Districts**
ZoningDistrict
- NAC: Neighborhood Center/Corridor
 - O-I: Office and Institutional District
 - GC: General Commercial District
 - MC: Mixed Commercial District
 - MU-2: Mixed-Use
 - MU-1: Mixed-Use

- Zoning Districts**
ZoningDistrict
- RSF-3: Residential Single Family - Small Lot District
 - RSF-2: Residential Single Family - Medium Lot District
 - RSF-1: Residential Single Family - Large Lot District
 - RM-2: Residential Mixed
 - RM-1: Residential Mixed

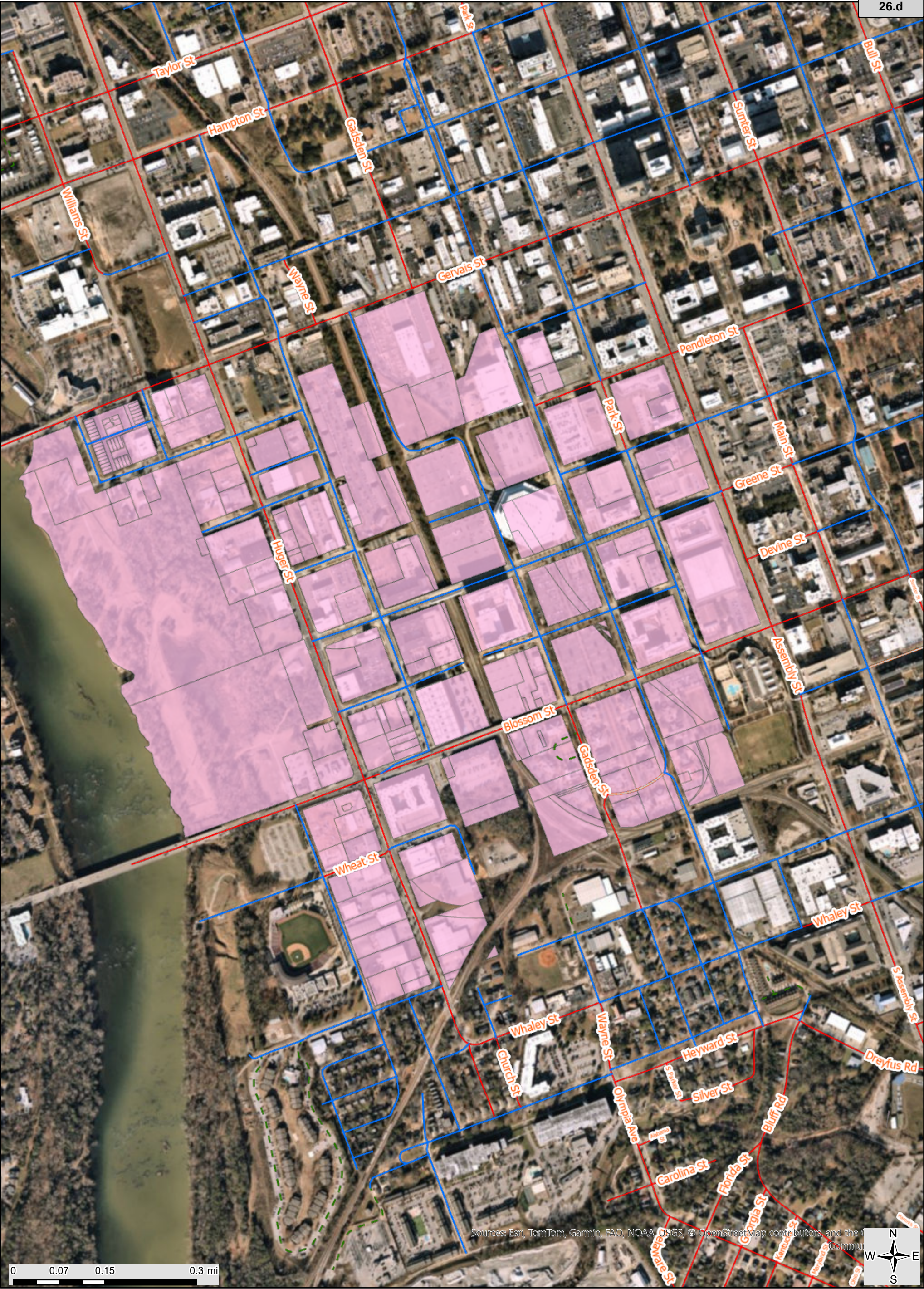
- Zoning Districts**
ZoningDistrict
- RD-MV: Residential Two-Family - Mill Village District
 - RD: Residential Two-Family District
 - HI: Heavy Industrial District
 - LI: Light Industrial District
 - EC: Employment Campus District

- Zoning Districts**
ZoningDistrict
- PD: Planned Development
 - T/C: Transitional/Conservation District
 - LL-R: Large Lot - Reserve District
 - INS-FJ: Institutional - Fort Jackson District
 - INS-U/M: Institutional - University/Medical District



CITY OF COLUMBIA GIS DATA DISCLAIMER

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MC DISTRICT

- Street & Ownership**
CFCC,Ownership
- Interstate
 - Highway
 - City Maintained
 - State Maintained
 - Private

- Zoning Districts**
ZoningDistrict
- DAC: Downtown Activity Center/Corridor
 - RAC: Regional Activity Center/Corridor
 - CAC: Community Activity Center/Corridor

- Others**
- NAC: Neighborhood Center/Corridor
 - O-I: Office and Institutional District
 - GC: General Commercial District
 - MC: Mixed Commercial District
 - MU-2: Mixed-Use
 - MU-1: Mixed-Use

- RSF-3: Residential Single Family - Small Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RSF-1: Residential Single Family - Large Lot District
- RM-2: Residential Mixed
- RM-1: Residential Mixed

- RD-MV: Residential Two-Family - Mill Village District
- RD: Residential Two-Family District
- HI: Heavy Industrial District
- LI: Light Industrial District
- EC: Employment Campus District

- PD: Planned Development
- T/C: Transitional/Conservation District
- LL-R: Large Lot - Reserve District
- INS-FJ: Institutional - Fort Jackson District
- INS-U/M: Institutional - University/Medical District



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MEETING DATE: February 18, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Municipal Court Judges

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** Judicial Selection Memo_V50 (DOCX)



CITY OF COLUMBIA MUNICIPAL COURT JUDICIAL SELECTION

The appointment of City of Columbia Municipal Judges is outlined in **Sec. 13-1 “Administrative municipal court judge and municipal court judges”** in the City of Columbia Code of Laws. The code states the following:

The court shall be presided over by an administrative municipal judge and by one or more municipal judges, who shall be appointed by the city council for a term fixed by city council of not less than two years but not more than four years and shall continue to serve beyond the appointed term until a successor is appointed and qualified.

On February 18, 2025, pursuant to City of Columbia Code, the Mayor and Council will approve the reappointments of the following individuals as part-time municipal court judges for the following terms effective March 1, 2025:

<u>NAME</u>	<u>TERM</u>
Carlton Bagby	2 year appointment
Gail Jabber	2 year appointment

On February 18, 2025, pursuant to City of Columbia Code, the Mayor and Council will approve the appointment of the following individuals as a substitute municipal court judge for the following term effective March 1, 2025:

<u>NAME</u>	<u>TERM</u>
April Sampson	2 year appointment (Substitute)
Wes Kirkland	2 year appointment (Substitute)



MEETING DATE: February 18, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to refer the creation of a Parental Support & Accountability Court to the Richland County-City of Columbia Committee, as requested by The Honorable Tyler D. Bailey.

FUNDING SOURCE & ORIGINAL BUDGET: