



Columbia City Council Regular Meeting Agenda

Tuesday, May 5, 2026 at 4:00 PM

City Hall • Council Chambers

1737 Main Street, 3rd Floor, Columbia, SC 29201

City Clerk's Office: (803)545-3045 or cityclerk@columbiasc.gov

The Honorable Daniel J. Rickenmann, Mayor

The Honorable Edward H. McDowell, Jr. • The Honorable William Brennan

The Honorable Tina N. Herbert, Mayor Pro-Tempore • The Honorable Peter M. Brown

The Honorable Tyler D. Bailey • The Honorable Sam P. Johnson

Call to Order

Invocation

Pledge of Allegiance

Adoption of the 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

1. Council is asked to approve the April 21, 2026 Budget Workshop and Regular Meeting Minutes.

Presentations

2. Recognition of Mr. David Sharpe's Retirement - Mr. Clint E. Shealy, P.E., Assistant City Manager / Columbia Water
3. Alpha Psi Lambda Chapter of Alpha Phi Alpha Fraternity, Inc. 91st Charter Day Proclamation — The Honorable Daniel J. Rickenmann, Mayor
4. National Small Business Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor
5. National Bike Month and Bicycle Safety Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor
6. National Historic Preservation Month Proclamation — The Honorable Daniel J. Rickenmann, Mayor

2025 Mabel Payne Historic Preservation Award — Ms. Amy Moore, Principal Planner / Planning and Development Services Department

Consent Agenda Items 7 through 21



7. Council is asked to approve the Purchase of Axon Camera Kits for the Columbia Police Department, as requested by the Fleet Services Division on March 24, 2026. Award to Axon Enterprises, Inc., using the South Carolina State Contract in the amount of \$61,036.71. This vendor is located in Scottsdale, AZ.
Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$61,036.71.
8. Council is asked to approve funding for the Pavement of the Firing Range Parking Lot, as requested by the Columbia Police Department on December 2, 2025. Award to L-J, Inc., in the amount of \$62,550.00. This vendor is located in Cayce, SC.
Funding Source: Police Administrative Services - Paving and Asphalt Supplies (1012402-623500). The original budget amount is \$62,550.00.
9. Council is asked to approve an Annual Contract Renewal for Target Solutions Software, as requested by the Columbia Fire Department on March 19, 2026. Award to Municipal Emergency Services, Inc., in the amount of \$84,500.28. This vendor is located in Sandy Hook, CT.
Funding Source: City of Columbia Fire Suppression - Software License (1012303-627510) \$42,250.14 and Richland County Fire Administration - Software License (2082301-627510) \$42,250.14. The original budget amount is \$84,500.28.
10. Council is asked to approve a new Professional Services Contract for Design Services of a Warehouse and Offices for the Support Services Division at 1213 Flora Street, as requested by General Services on November 4, 2025. Award to GMK Associates, Inc., in an amount not to exceed \$293,200.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date two (2) years from commencement and the option to renew for two (2) additional one-year periods. This firm is located in Columbia, SC.
Funding Source: General Capital Projects - 1213 Flora Street - Capital Project Costs (4039999-CP106004-658650). The original budget amount is \$293,200.00.
GMK Associates, Inc., is the prime and will provide design services at 45.53% (\$133,500.00) of the total contract amount.
The following subcontractor(s) will provide additional services and/or materials:
Kimley-Horn and Associates, Inc., located in Columbia, SC will provide civil, structural, environmental engineering, and landscape architectural services at 46.04% (\$135,000.00) of the total contract amount.
SAM, LLC, located in Columbia, SC will provide surveying services at 5.87% (\$17,200.00) of the total contract amount.
Geo-Systems Design and Testing, located in Columbia, SC will provide geotechnical services at 2.56% (\$7,500.00) of the total contract amount.
11. Council is asked to approve a new Construction Contract for the new Saluda River Comfort and Public Restroom Facility, as requested by the Parks and Recreation Department on February 5, 2026. Award to First Class Construction, LLC, in an amount not to exceed \$463,210.67, which includes contingency. The initial term of



the contract will take effect upon issuance of the Notice to Proceed with an end date two hundred seventy (270) days from commencement. This contractor is located in Columbia, SC.

Funding Source: South Carolina Department of Parks, Recreation and Tourism Fund; General Capital Projects - Saluda River Access - Capital Project Costs (4039999-PK121003-658650). The original budget amount is \$500,000.00.

First Class Construction, LLC, is the prime and will provide construction services at 59.37% (\$218,609.67) of the total contract amount.

The following subcontractor(s) will provide additional services and/or materials:

Electric Services, Inc., located in Columbia, SC will provide electrical services at 6.33% (\$23,300.00) of the total contract amount.

Derrick Plumbing, located in Lexington, SC will provide plumbing services at 12.29% (\$45,240.00) of the total contract amount.

Thacker & Wall Service Co., located in Mount Airy, NC will provide HVAC installation services at 6.87% (\$25,300.00) of the total contract amount.

Brabham Fence Co., located in Columbia, SC will provide fencing installation services at 3.50% (\$12,875.00) of the total contract amount.

Forte Construction Group, located in Elgin, SC will provide general contracting services at 11.65% (\$42,886.00) of the total contract amount.

12. Council is asked to approve the Purchase of Vehicles for the Solid Waste Division, as requested by the Fleet Services Division on March 24, 2026. Award to multiple vendors using the Sourcewell Cooperative Contract in the amount of \$793,728.00.

Item	Vendor and Location	Description	Procurement Method	Funding Source	Amount
a.	Carolina Environmental Systems, Inc. Kernersville, NC,	Heil Python 28 Yard Automated Side Loader Garbage Truck	Sourcewell Contract #110223-THC	Capital Replacement — Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$403,980.00.	\$403,980.00
b.	Peterbilt of Knoxville Knoxville, TN	2027 Peterbilt 520 RH Truck	Sourcewell Contract #032824-PMC	Capital Replacement — Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$389,748.00.	\$389,748.00
Total					\$793,728.00



13. Council is asked to approve Contract Amendment #6 for Project SS7568; a Construction Manager At-Risk Project for Saluda River Force Main Extension, as requested by Columbia Water on March 13, 2026. Award to McClam & Associates, Inc., in an amount not to exceed \$135,000.00. The current term of the contract ends on June 30, 2026 and this amendment extends the contract to June 30, 2027. This firm is located in Little Mountain, SC.

Funding Source: Water and Sewer Capital Projects - Saluda River Force Main Extension - Capital Projects Cost (5529999-SS756801-658650). The current budget amount is \$11,996,486.01. The budget amount for this amendment is \$135,000.00. The total revised budget amount is \$12,131,486.01.

14. Council is asked to approve Contract Amendment #6 for Project SS7568; Professional Services for Saluda River Force Main Extension, as requested by Columbia Water on April 2, 2026. Award to Stantec Consulting Services, Inc., in an amount not to exceed \$254,008.00. The current term of the contract ends on June 30, 2026 and this amendment extends the contract to June 30, 2028. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Saluda River Force Main Extension - Capital Projects Costs (5529999-SS756801-658650). The current budget amount is \$1,909,449.00. The budget amount for this amendment is \$254,008.00. The revised budget amount is \$2,163,457.00.

This is a Mentor Protégé Program project. Stantec Consulting Services, Inc. is the Mentor and will provide design, survey, permitting, and project coordination services at 94.14% (\$239,113.00) of the amendment amount.

Chao and Associates Inc., a Minority Business Enterprise, located in Columbia, SC is the protégé and will provide assistance with surveying at 5.86% (\$14,895.00) of the amendment amount. The protégé participation for the overall project will be 22.33%.

15. Council is asked to approve Change Order #6 for Project SS7517, SS7518, and SS7519; Combined Sewer Repair Projects at Vine Street, Ansel Street, and Woodlake Drive, as requested by Columbia Water on March 19, 2026. Award to McClam & Associates, Inc., in an amount not to exceed \$577,641.45. The current term of the contract ends on June 30, 2026 and this change order extends the contract to June 30, 2027. This firm is located in Little Mountain, SC.

Funding Source: Water and Sewer Capital Projects - Combined Sewer Repair Projects - Capital Project Costs (5529999-SS7517, SS7518, SS7519-658650). The current budget amount is \$746,936.85. The budget amount for this change order is \$577,641.45. The revised budget amount is \$1,324,578.30.

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 21% CDBE goal. CDBE participation on this change order is 6.84% and the CDBE participation for the overall project will be 23.55%.

McClam & Associates, is the prime and will provide general construction and pipe installation services at 78.83% (\$455,341.45) of the change order amount.

The following subcontractor(s) will provide additional services and/or materials:



Chao & Associates, Inc., a Minority Business Enterprise and a Columbia Disadvantaged Business Enterprise (CDBE), located in Columbia, SC, will provide surveying services at 0.78% (\$4,500.00) of the change order amount.

LA Barrier & Sons, Inc., a Minority Business Enterprise and a Columbia Disadvantaged Business Enterprise (CDBE), located in Lexington, SC, will provide hauling services at 6.06% (\$35,000.00) of the change order amount.

Horizontal Unlimited, Inc., located in Westminster, SC, will provide jack and bore installation services at 14.33% (\$82,800.00) of the change order amount.

16. Council is asked to approve the purchase of additional Magnesium Hydroxide for the Metro Wastewater Treatment Plant, as requested by Columbia Water on March 31, 2026. Award to Premier Magnesia, LLC, in an amount not to exceed \$594,000.00. The current term of the contract ends on June 30, 2026. This firm is located in Waynesville, NC.

Funding Source: Utilities Metro Wastewater Treatment Plant - Chemicals (5516208-624800). The current budget amount is \$2,176,200.00. The budget amount for this amendment is \$594,000.00. The revised budget amount is \$2,770,200.00.

17. Council is asked to approve Contract Amendment #4 for Work Order #2 Project WM4453 and SS7460; Carolina Crossroads Phases 3, 4, and 5 Engineering Services, as requested by Columbia Water on April 15, 2026. Award to CDM Smith, Inc., in an amount not to exceed \$1,985,278.00. The current term of the contract ends on June 30, 2026 and this amendment extends the contract to December 31, 2028. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects – Carolina Crossroads Water Main Relocation - Capital Project Costs (5529999-WM445301-658650) \$1,324,180.00 and Water and Sewer Capital Projects – Carolina Crossroads Sanitary Sewer Relocation - Capital Project Costs (5529999-SS746001-658650) \$661,098.00. The current budget amount is \$2,756,881.00. The budget amount for this amendment is \$1,985,278.00. The total revised budget amount is \$4,742,159.00.

This is a Mentor Protégé Program project. CDM Smith, Inc. is the mentor and will provide administrative project management services at 46.14% (\$916,070.00) of the amendment amount.

CHA Consulting, Inc., located in Columbia, SC, is the protégé and will provide inspection of utility relocation construction, subsurface utility exploration (SUE), and technical support services at 53.86% (\$1,069,208.00) of the amendment amount.

18. Ordinance No.: 2026-023 - Establishing the Vista Business Improvement District

The Public Hearing was held on April 14, 2026 and first reading approval was given on April 21, 2026.

19. Ordinance No.: 2026-025 - Authorizing the Exchange of Properties at 742 Wilkes Road, Richland County TMS# R11813-05-18 and 5111 Spalding Avenue, Richland County TMS# R11701-04-01



First reading approval was given on April 21, 2026.

20. ZONING MAP AMENDMENT for 84, 92, 94, 100 and 108 Bluff Road, Richland County TMS# 11204-02-40, 11204-02-39 and 11204-02-38

Ordinance No.: 2026-029 - Amending the Official Zoning Map to modify the zoning for 84, 92, 94, 100 and 108 Bluff Road, Richland County TMS# 11204-02-40, 11204-02-39 and 11204-02-38

Council District: 3

Proposal: Request to rezone the properties from Residential Two-Family - Mill Village District (RD-MV) to Residential Mixed District (RM-1), portions of the property are within the Floodplain Overlay District (OV-FP) and Floodway Overlay District (OV-FW).

Applicant: Jason Holliday, Sandlapper Management Company, LLC

Staff Recommendation: Approval

PC Recommendation: 3/12/2026; Recommend Approval (6-0)

First reading approval was given on April 21, 2026.

21. AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE for Urban Design Review Commission Membership

Ordinance No.: 2026-030- Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Article 2: Administration, Sec. 17-2.3 Advisory and Decision-Making Bodies and Persons, (e) Design Development Review Commission

Proposal: Request to amend the Unified Development Ordinance, Chapter 17- Article 2: Administration, Sec. 17-2.3 Advisory and Decision-Making Bodies and Persons (e) Design Development Review Commission; (2) Membership and Terms, to amend the number of appointed members.

Applicant: Andrew Livengood, Zoning Administrator

Staff Recommendation: Staff Sponsored

PC Recommendation: 04/09/2026; Approval with Amendment (7-0)

First reading approval was given on April 21, 2026.

Ordinances - Second Reading

22. Ordinance No.: 2026-031 — Authorizing the City Manager to execute a Deed and any closing documents necessary for the sale of 1601 Assembly Street, Richland County TMS# 09014-01-02, pursuant to the United States Postal Service exercise of its purchase option under the current lease



First reading approval was given on April 21, 2026.

Ordinances - First Reading

23. Ordinance No.: 2026-014 - Granting an encroachment to the University of South Carolina for the use of the right of way area of the 300 block of Main Street for the installation and maintenance of a raised pedestrian crosswalk adjacent to 300 and 315 Main Street, Richland County TMS# 11302-03-02 and 11302-04-02
24. Ordinance No.: 2026-032 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (DeBartolo Development 1214 through 1236 Gregg Street, 1912 through 1924 Lady Street, 1221 Gregg Street, and 1306 Barnwell Street, TMS# 11406-14-01, 11406-14-05, 11406-14008, 11406-14-09, 11406-14-10, 11406-14-11, 11406-14-28, 11406-14-29, 11406-14-30, 11406-16-16, 11406-16-17, and 11406-16-26)
Endorsed by the Economic Development and Infrastructure Committee on April 14, 2026.
25. Ordinance No.: 2026-033 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Congaree Riverfront District Business Park)
Endorsed by the Economic Development and Infrastructure Committee on April 14, 2026.
26. Ordinance No.: 2026-038 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Convention Center District Business Park)
Endorsed by the Economic Development and Infrastructure Committee on April 14, 2026.

Resolutions

27. Resolution No.: R-2026-011 - Authorizing the City Manager to execute a Memorandum of Understanding between the City of Columbia and We Love Five Points, LLC
Endorsed by the Economic Development and Infrastructure Committee on April 14, 2026.
28. Resolution No.: R-2026-037 - Certifying a Building Site as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property located at 1637 Enoree Avenue, Richland County TMS# 11306-04-09

Event Resolution Items

29. Resolution No.: R-2026-031 - Authorizing consumption of beer, wine, and liquor at the South Carolina Pride: OUTFest at the 1100 block of Park Street between Gervais Street and Senate Street on Saturday, June 6, 2026 with a rain date contingency of Saturday, June 13, 2026



Appointment of City Council Members to External Boards

30. Central Midlands Council of Governments

City Council Committee Reports, Referrals and New Business

Public Input

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

Adjournment



Meeting Date: **May 5, 2026**

Department:

From:

Council is asked to approve the April 21, 2026 Budget Workshop and Regular Meeting Minutes.

Background Summary:

Attachments:

1. April 21, 2026 Regular Meeting Minutes
2. April 21, 2026 Budget Workshop Meeting Minutes



Columbia City Council Meeting Minutes Tuesday, April 21, 2026

Call to Order

The Columbia City Council conducted a Regular Meeting on Tuesday, April 21, 2026 at City Hall (Council Chambers), 1737 Main Street, Columbia, South Carolina 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 4:09 p.m. and the following members were present: The Honorable Edward H. McDowell, Jr., The Honorable Will Brennan, The Honorable Tina N. Herbert, Mayor Pro-Tempore, The Honorable Peter M. Brown, The Honorable Tyler D. Bailey, and The Honorable Sam P. Johnson. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

Invocation

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

Pledge of Allegiance

Adoption of the Agenda

Upon a motion made by Mr. McDowell and seconded by Mr. Johnson, Council voted unanimously to adopt the agenda subject to deferring **Item 22** (Resolution No.: R-2026-035 — Authorizing the City Manager to execute Purchase and Development Agreements as well as any necessary closing documents between the City of Columbia, South Carolina and Habitat for Humanity of Central South Carolina, Inc., for the sale of 4305 Catherine Avenue, Richland County TMS# R09207-03-06; 5315 N. Main Street, Richland County TMS# R11705-03-10; and 323 Pineneedle Road, Richland County TMS# R09207-09-35).

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.

No one appeared at this time.

Approval of Minutes

1. Council is asked to approve the April 14, 2026 Work Session and Regular Meeting Minutes.

Upon a motion made by Mr. McDowell and seconded by Mr. Johnson, Council voted unanimously to approve the April 14, 2026 Work Session and Regular Meeting Minutes.

Presentations

2. Monarch Butterfly Proclamation — The Honorable Daniel J. Rickenmann, Mayor

Mayor Rickenmann and members of City Council proclaimed April 2026 as Monarch Butterfly Month in the City of Columbia.

Mayor Rickenmann said he was unaware of the significant decline in the monarch butterfly population and thanked the Public Works Department for its environmental efforts, including its role in advancing ordinance amendments related to wildflower planting.

Ms. Mary Pat Baldaugh, Sustainability Facilitator / Public Works Department thanked the Mayor and City Council and said that this goes well with our Bee City designation.

3. Finlay Park "Purple Heart Park" Designation - Mr. Jermal Washington, Commander (Chapter #402) Military Order of the Purple Heart Department of South Carolina

Mr. Jermal Washington, Commander (Chapter #402) / Military Order of the Purple Heart Department of South Carolina thanked City staff and leadership for their support. He announced the designation of Finlay Park as the first Purple Heart site to be recognized in South Carolina.

Mr. Harold Palmer, District Commander (Chapter # 402) / Military Order of the Purple Heart Department of South Carolina presented the proclamation to Mr. Kenya Bryant, Director and Mr. John Katz, Finlay Park Program Manager / Parks and Recreation Department.

Councilor McDowell expressed heartfelt gratitude to veterans and Purple Heart recipients. He thanked them for their service and sacrifices that uphold freedom and justice. He shared personal appreciation, noting that his father is also a Purple Heart veteran.

Ms. Teresa Wilson, City Manager acknowledged Professor Joseph's American State and Local Government class from Benedict College.

4. C.A. Johnson High School Boys Basketball Team Day Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Mayor Rickenmann recognized the C.A. Johnson Hornets Boys Basketball team as state champions, congratulated them on their third historic title and first championship in over a decade, and thanked them for bringing the victory home to Columbia.

Mayor Rickenmann and members of City Council proclaimed April 21, 2026 as C.A Johnson High School Boys Basketball Team Day in the City of Columbia.

Mayor Rickenmann also acknowledged students from the University of South Carolina.

Councilor Johnson acknowledged Chief Aubrey Jenkins' brother, who is also a Purple Heart recipient.

Ms. Teresa Wilson, City Manager acknowledged the former Mayor of Columbia, the Honorable Bob Coble.

Consent Agenda Items 5 through 13

Upon a single motion made by Mr. McDowell and seconded by Mr. Johnson, Council voted unanimously to approve **Consent Agenda Items 5 through 13**.

5. Council is asked to approve Contract Amendment #1 for Security Services at Homeless Services Facilities, as requested by Homeless Services on March 5, 2026. Award to G & I Security Company, LLC, in an amount not to exceed \$105,000.00. The current term of the contract ends on May 20, 2026 and this amendment extends the contract to June 30, 2026. This firm is located in Columbia, SC.

Funding Source: State of South Carolina Grant Control - FY26 South Carolina Opioid Recovery Fund Homeless Services - Special Contracts (2209999-SCORF126HS-638300). The current budget amount is \$102,960.00. The budget amount for this amendment is \$105,000.00. The revised budget amount is \$207,960.00.

6. Council is asked to approve a new Professional Services Contract for Treatment, Prevention, and Training Services to address the Opioid Epidemic, as requested by Homeless Services on March 25, 2026. Award to Palmetto Place Children and Youth Services, in an amount not to exceed \$310,750.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date of March 31, 2027. This firm is located in Columbia, SC.

Funding Source: State of South Carolina Grant Control - Palmetto Place Safe Futures (South Carolina Opioid Recovery Fund) - Special Contracts (2209999-SCORF40216-638300). The original budget amount is \$310,750.00.

7. Council is asked to approve Contract Amendment #7 for Project PK005608; Finlay Park Revitalization and Construction Services, as requested by the Parks and Recreation Department on March 9, 2025. Award to Mashburn Construction Company, Inc., in an amount not to exceed \$374,651.84. The current term of the contract ends on May 8, 2026. This contractor is located in Columbia, SC.

Funding Source: General Capital Projects - Finlay Park Rehabilitation - Capital Project Costs (4039999-PK005608-658650). The current budget amount is \$24,939,063.12. The budget amount for this amendment is \$374,651.84. The revised budget amount is \$25,313,714.96.

Mashburn Construction Company, Inc., is the prime and will provide general contractor services at 21.45% (\$80,362.82) of the total amendment amount.

The following subcontractors will provide additional services/materials:

Brabham Fence Company, located in Columbia, SC, will provide fencing installation services at 21.20% (\$79,410.00) of the amendment amount.

Specialty Woodworks Inc., located in Lexington, SC, will provide casework/counter installation services at 4.51% (\$16,893.00) of the amendment amount.

Palmetto State Glass, located in Columbia, SC, will provide glass/storefront installation services at 17.77% (\$66,590.00) of the amendment amount.

Collins and Wright, located in Columbia, SC, will provide drywall services at 1.82% (\$6,833.00) of the amendment amount.

Echerer Painting Contractor, Inc., located in Columbia, SC, will provide painting services at 0.6% (\$2,248.00) of the amendment amount.

Central Heating and Air Conditioning, located in Columbia, SC, will provide HVAC services at 4.02% (\$15,059.00) of the amendment amount.

Carolina Power, located in West Columbia, SC, will provide electrical services at 2.72% (\$10,188.00) of the amendment amount.

Mid-Atlantic Structioneers, located in Kannapolis, NC, will provide framing services at 7.79% (\$29,187.52) of the amendment amount.

Watertight Systems Inc., located in Lexington, SC, will provide waterproofing services at 3.43% (\$12,839.51) of the amendment amount.

Aqua Seal Manufacturing & Roofing Inc., located in Cayce, SC, will provide roofing services at 4.83% (\$18,085.00) of the amendment amount.

BG Stucco, located in Belmont, NC, will provide stucco services at 1.03% (\$3,860.00) of the amendment amount.

W.P. Law, located in Lexington, SC, will provide fountain patch and repair services at 4.51% (\$16,895.00) of the amendment amount.

Signarama, located in West Columbia, SC will provide signage services at 1.03% (\$3,848.99) of the amendment amount.

Chason Landscaping, LLC, located in Columbia, SC, will provide landscape and concrete services at 3.3% (\$12,352.00) of the amendment amount.

8. Council is asked to approve additional funding for Project SS7645; Train 2 Aeration Dewatering System Upgrade, as requested by Columbia Water on April 1, 2026. Award to Alfa Laval, Inc., in an amount not to exceed \$63,858.24. The current term of the contract ends on June 30, 2026. This firm is located in Richmond, VA.

Funding Source: Water Sewer Capital Projects - Capital Project Costs (5529999-658650). The current budget amount is \$998,000.00. The budget amount for this amendment is \$63,858.24. The revised budget amount is \$1,061,858.24.

9. Council is asked to approve Contract Amendment #4 to Purchase Annual Repair Materials for the Water Distribution Division, as requested by Columbia Water on February 26, 2026. Award to Ferguson Enterprise, LLC, in an amount not to exceed \$86,686.09. The current term of the contract ends on June 30, 2026. This firm is located in Elgin, SC.

Funding Source: Utilities Water Distribution and Maintenance - Pipe, Fittings, Hydrants, Etc. (5516203-625700). The current budget amount is \$226,120.32. The budget amount for this amendment is \$86,686.09. The revised budget amount is \$312,806.41.

10. Council is asked to approve a new Construction Contract for Project SS7675; Wastewater Treatment Plant Maintenance Building Roof Replacement, as requested by Columbia Water on January 9, 2026. Award to Pickens Contracting, Inc., in an amount not to exceed \$327,575.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date

ninety (90) days from commencement. This contractor is located in Greer, SC.

Funding Source: Water and Sewer Capital Projects - Metro Wastewater Treatment Plant Maintenance Building Roof Replacement - Capital Project Costs (5529999-SS767501-658650). The original budget amount is \$327,575.00.

11. Council is asked to approve Contract Amendment #5 for Project SS7562; Gills Creek Relief Sewer Phase I, as requested by Columbia Water on February 18, 2026. Award to Michael Baker International, in an amount not to exceed \$558,340.00. The current term of the contract ends on March 7, 2027. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Gills Creek Relief Sewer Phase 1 - Capital Project Costs (5529999-SS756201-658650). The current budget amount is \$684,233.00. The budget amount for this amendment is \$558,340.00. The revised budget amount is \$1,242,573.00.

This is a Mentor Protégé Program project. Michael Baker International is the mentor and will provide design, construction, permitting, and closeout services at 80.00% (\$446,672.00) of the amendment amount.

Highfill Engineering, located in Columbia, SC, is the protégé and will provide construction administration and inspection services at 20.00% (\$111,668.00) of the amendment amount.

12. Ordinance No.: 2026-024 - Approval for Acceptance of a Quit-Claim Deed to 44 sq. ft. for Assemblage with the City's Bluff Road Pressure Reducing Valve Site; Richland County TMS#13605-01-02; CF# 89-148

First reading approval was given on April 14, 2026.

13. Ordinance No.: 2026-027 - Granting an encroachment to Fifth Third Bank for the use of the right of way area of the 100 block of Earth Road for the installation and maintenance of sidewalks adjacent to 181 Earth Road, Richland County TMS# 25700-04-12

First reading approval was given on April 14, 2026.

Consideration of Bids, Contracts and Change Orders

14. Council is asked to approve Contract Amendment #14 for Project DR4241; Columbia Canal Embankment Repair Services, Spillway Gate Analysis & Pumping Station, and the Canal Hydroelectric Facility, as requested by Columbia Water on April 6, 2026. Award to Michael Baker International, in an amount not to exceed \$2,104,453.00. The current term of the contract ends on September 18, 2029. This firm is located in Columbia, SC.

Funding Source: Flood Recovery — Columbia Canal — 2015 October Flood Recovery (2536206-638400) \$1,928,933.00 and Water and Sewer Capital Projects — Capital Project Costs (5529999-658650) \$175,520.00. The current budget amount is \$12,445,582.00. The budget amount for this amendment is \$2,104,453.00. The total revised budget amount is \$14,550,035.00.

Michael Baker International will provide design services at 63.60% (\$1,338,413.00) of the amendment amount.

The following subcontractors will provide the following services:

Stewart Engineering, Inc., located in Columbia, SC, will provide building information modeling (BIM) survey services at 3.56% (\$75,000.00) of the amendment amount.

Chao and Associates, a Minority Business Enterprise, located in Columbia, SC, will provide construction inspection services at 26.16% (\$550,502.00) of the amendment amount.

F&ME Consultants, located in Columbia, SC, will provide geotechnical services at 6.68% (\$140,538.00) of the amendment amount.

Upon a motion made by Mr. Brennan and seconded by Mr. McDowell, Council voted unanimously to approve Contract Amendment #14 for Project DR4241; Columbia Canal Embankment Repair Services, Spillway Gate Analysis & Pumping Station, and the Canal Hydroelectric Facility, as requested by Columbia Water on April 6, 2026. Award to Michael Baker International, in an amount not to exceed \$2,104,453.00. The current term of the contract ends on September 18, 2029. This firm is located in Columbia, SC.

15. **Revision** - Council is asked to authorize the City Manager to enter into a new Construction Contract for Project WM437401; Canal Headgates Structure, as requested by Columbia Water on November 4, 2025. Award to Ruby-Collins, Inc., in an amount not to exceed \$17,797,500.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date seven hundred ninety days (790) days from commencement. This contractor is located in Smyrna, GA.

Funding Source: Water and Sewer Grant Projects - Columbia Canal Head Gates - Capital Project Costs (5589999-WM437401-658650). The original budget amount is \$17,797,500.00.

Ruby-Collins, Inc., is the prime and will provide construction and construction oversight services at 93.18% (\$15,793,734.00) of the total contract amount.

The following subcontractor(s) will provide additional services and/or materials:

Gregory Electric Company, Inc., located in Columbia, SC, will provide electrical services at 4.45% (\$754,900.00) of the total contract amount.

Lindler's Construction of South Carolina, LLC, a Minority Business Enterprise (W), located in Newberry, SC, will provide hauling services at 1.00% (\$169,072.00) of the total contract amount.

Franklin Fence Company, located in Franklin, NC, will provide fencing services at 0.29% (\$48,976.00) of the total contract amount.

Armstrong Contractors, LLC, located in Columbia, SC, will provide paving services at 0.33% (\$54,935.00) of the total contract amount.

S&ME, Inc., located in Columbia, SC will provide material testing services at 0.53%

(\$90,500.00) of the total contract amount.

Seed Slingers, LLC, located in Galivants Ferry, SC will provide erosion control services at 0.22% (\$37,883.00) of the total contract amount.

Upon a motion made by Mr. Brennan and seconded by Mr. Bailey, Council voted unanimously to authorize the City Manager to enter into a new Construction Contract for Project WM437401; Canal Headgates Structure, as requested by Columbia Water on November 4, 2025. Award to Ruby-Collins, Inc., in an amount not to exceed \$17,797,500.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date seven hundred ninety days (790) days from commencement. This contractor is located in Smyrna, GA.

Mayor Rickenmann highlighted that the City has been waiting to do these repairs for the past ten years. The headgates are key to our canal, which is the main water source for our community. We are ready to get this project going.

Public Hearing & First Reading for Zoning / Planning Matters

16. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 6701 Windwan Drive and NE/S Highway 77, Richland County TMS# 16408-02-06 and 16408-02-17 (portion)

Ordinance No.: 2026-028 - Annexing 6701 Windwan Drive and NE/S Highway 77, Richland County TMS# 16408-02-06 and 16408-02-17 (portion) into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 4

Proposal: Request to annex the properties, assign the land use classification of Urban Edge Residential Large Lot (UER-2) and the assignment of zoning of Residential Single Family – Large Lot District (RSF-1) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned General Commercial (GC) and Residential 2 (R2) by Richland County.

Owner/Applicant: Peggy M. Lawrence and WCB Properties LLC / James Kizer, Wilson Company of South Carolina, LLC

Staff Recommendation: Approval

PC Recommendation: 03/12/26; Recommend Approval (7-0)

Council opened the public hearing at 4:37 p.m.

Mr. Joe Burns, 6612 Frances Street expressed concerns about the proposed development behind Pennington Acres, citing increased traffic on narrow residential streets and potential safety risks. He stated that the project would alter the neighborhood's character and could impact property values. He requested denial of the proposal or, at minimum, a comprehensive traffic and infrastructure study before its approval.

Mr. Andy Love, 1620 Lady Street opposed the rezoning, citing past denial due to traffic concerns. He said nearby growth has already increased traffic and higher density would

worsen congestion. He supported a lower-density plan of about 40 units and raised concerns about drainage issues.

Mayor Rickenmann asked for clarification, stating that his understanding was that the zoning designation for the property is medium density.

Mr. Andrew Livengood, Zoning Administrator / Planning and Development Services clarified that "neighborhood medium density" is a future land use classification under Richland County's comprehensive plan and not an actual zoning designation. He explained that the property is currently zoned General Commercial in the County, while the proposed City zoning is RSF-1, a large-lot, single-family residential designation. He noted that RSF-1 is equivalent to the County's R2 zoning and represents the City's lowest-density residential classification.

Mayor Rickenmann asked what that would look like in a potential development.

Mr. Andrew Livengood, Zoning Administrator / Planning and Development Services explained that the RSF-1 designation requires approximately 15,000-square-foot lots. He noted that while there may be options for alternative layouts with smaller individual lots, the overall density of the development would remain the same.

Mayor Rickenmann asked for clarification, noting that while the property is currently zoned commercial in the County, if it were rezoned to residential, it would have the same density as the County's R2 designation.

Mr. Andrew Livengood, Zoning Administrator / Planning and Development Services said roughly yes.

Ms. Erika Hammond, MMC, CPM, City Clerk read comments submitted by Ms. Kate Cubbler, who expressed opposition to the rezoning. Ms. Cubbler requested that an access road to the proposed development not be routed through the existing Wingard Street and Frances Street neighborhoods. She noted concerns about the loss of green space, displacement of wildlife, and the anticipated disruption from construction. She asked for consideration of the impact on current residents.

Mr. Philip Laughridge, CEO / The Wilson Company said the request is a downzoning from General Commercial to Residential Single Family - Large Lot District (RSF-1) for about 79 single-family homes. He noted the site could support higher-intensity uses but emphasized a lower-density, infill approach, with efforts to preserve trees and include green space.

Mayor Rickenmann asked whether the development could be designed to maintain an in-town feel by preserving existing trees and incorporating appropriate buffer areas.

Mr. Philip Laughridge, CEO / The Wilson Company said they intend to preserve as many trees as possible and incorporate appropriate buffers. He noted that they are also exploring City provisions that allow for smaller lot sizes in exchange for increased open space and green areas within the development.

Councilor Brennan asked whether utilizing smaller lots in exchange for preserving trees and open space would increase the number of homes, or if the development would remain capped at 79 units.

Mr. Philip Laughridge, CEO / The Wilson Company noted that while lot sizes can be reduced,

the overall number of homes cannot increase. In exchange for smaller lots, the developer is required to provide larger buffers around neighboring properties and incorporate additional green space within the development.

Ms. Joelene Marks expressed concerns about density calculations and differences between Richland County and City zoning classifications. She questioned the proposed lot sizes for development and its proximity to her property. While acknowledging the current commercial zoning, she requested clearer distinctions between low- and medium-density residential classifications.

Mayor Rickenmann clarified that the property is currently zoned commercial in Richland County, which allows for higher-density development, including multifamily uses. He noted that the proposed development is less dense than what could be permitted by right under the current zoning.

Councilor Johnson encouraged residents to work with staff to understand current zoning and meet with the Zoning Administrator for clarification. He noted that later stages, like site plan review, can address concerns about access, buffers, and tree preservation.

Ms. Jolene Marks said she reviewed City and County documents and researched the issue. She said that unchanged roads and limited traffic signals cannot handle additional traffic and urged further infrastructure review before development.

Councilor Herbert left the meeting at 5:00 p.m.

Councilor Brennan asked if a heightened traffic study is needed, due to the density and depth of the neighborhood.

Mr. Andrew Livengood, Zoning Administrator / Planning and Development Services explained that a traffic study may be required depending on a determination by City traffic engineers. He noted that the applicant may choose to conduct one. He also shared that Richland County's R2 zoning includes minimum lot sizes ranging from 11,000 to 18,000 square feet, which aligns with the City's 15,000-square-foot standard.

Councilor Brennan said that Leesburg Road needs attention from DOT, including traffic lights and updated traffic studies.

Mayor Rickenmann recommended approving the annexation on first reading and then engaging the neighborhood to present and refine the plan.

Councilor Brennan said there needs to be additional conversations and ultimately a traffic study; this affects more than this neighborhood.

Councilor Brown said that we are at the beginning of the process. From a developmental standpoint, it's going to be difficult for these high growth areas to never be developed. We're much better off having this in the city as low density than we are in the county and finding out that you're going to have commercial development there. We would do everything we can to safeguard the neighborhood and be involved with what's going on.

Councilor Brennan asked if any other land use board decisions would come back to Council if we move on from this.

Mr. Andrew Livengood, Zoning Administrator / Planning and Developmental Services

clarified that the Planning Commission is responsible for reviewing subdivisions to ensure they comply with the City's development regulations. Nothing else comes back to City Council.

Councilor Brown asked whether the project would be approved if it meets zoning requirements alone.

Mr. Andrew Livengood, Zoning Administrator / Planning and Developmental Services said correct.

Councilor Brown asked whether there would be a requirement for a study related to ingress and egress for the proposed development.

Mr. Andrew Livengood, Zoning Administrator / Planning and Developmental Services said subdivision plans are reviewed by multiple departments to ensure compliance with City requirements. He noted that the Planning Commission evaluates whether proposals meet development regulations and existing plans. He also emphasized that Planning Commission meetings are public and that community input is an important part of the review process.

Councilor Brown asked if we have any authority to require a traffic study.

Mr. Andrew Livengood, Zoning Administrator / Planning and Developmental Services said you cannot condition an approval on a traffic study.

Upon a motion made by Mr. Brown and seconded by Mr. Johnson, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 6701 Windwan Drive and NE/S Highway 77, Richland County TMS# 16408-02-06 and 16408-02-17 (portion) **and** Ordinance No.: 2026-028 - Annexing 6701 Windwan Drive and NE/S Highway 77, Richland County TMS# 16408-02-06 and 16408-02-17 (portion) into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

Councilor Bailey requested that the item not be placed on the Consent Agenda for the next meeting.

Councilor Johnson asked if a representative from the neighborhood was willing to serve as a point of contact. He would like to ensure they are included throughout the process.

Mr. Philip Laughridge, CEO / The Wilson Company said they are willing to continue working with the neighborhood and have already been meeting with City staff to address design considerations and concerns. He noted that consultations with staff began prior to purchasing the property to ensure the proposed development was feasible.

17. ZONING MAP AMENDMENT for 84, 92, 94, 100 and 108 Bluff Road, Richland County TMS# 11204-02-40, 11204-02-39 and 11204-02-38
Ordinance No.: 2026-029 - Amending the Official Zoning Map to modify the zoning for 84, 92, 94, 100 and 108 Bluff Road, Richland County TMS# 11204-02-40, 11204-02-39 and 11204-02-38

Council District: 3

Proposal: Request to rezone the properties from Residential Two-Family - Mill Village District (RD-MV) to Residential Mixed District (RM-1), portions of the property are within the Floodplain Overlay District (OV-FP) and Floodway Overlay District (OV-FW).

Applicant: Jason Holliday, Sandlapper Management Company, LLC

Staff Recommendation: Approval

PC Recommendation: 3/12/2026; Recommend Approval (6-0)

Mayor Rickenmann asked if there are three parcels and are we going to make them one.

Mr. Andrew Livengood, Zoning Administrator / Planning and Development Services said yes.

Councilor Brennan asked the applicant if he owned the parcels next to the proposed parcels.

Mr. Jason Holliday, applicant said no. Only those three parcels are involved. The one to the right remains individually owned.

Councilor Brennan asked about the density.

Mr. Andrew Livengood, Zoning Administrator / Planning and Development Services explained that the current Residential Two Family - Mill Village District (RD-MV) zoning allows approximately 13.2 units per acre, while the proposed Residential Mixed District (RM-1) zoning reduces density to about 8.7 units per acre. He noted that this change better aligns with the proposed development, which includes duplex-style multifamily housing.

Councilor Brennan asked about the number of proposed beds.

Mr. Jason Holliday, applicant said the duplex has three bedrooms and three bathrooms.

Upon a motion made by Mr. Brennan and seconded by Mr. Bailey, Council voted unanimously to give first reading approval to the Zoning Map Amendment for 84, 92, 94, 100 and 108 Bluff Road, Richland County TMS# 11204-02-40, 11204-02-39 and 11204-02-38 **and** Ordinance No.: 2026-029 - Amending the Official Zoning Map to modify the zoning for 84, 92, 94, 100 and 108 Bluff Road, Richland County TMS# 11204-02-40, 11204-02-39 and 11204-02-38.

18. AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE for Urban Design Review Commission Membership

Ordinance No.: 2026-030- Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Article 2: Administration, Sec. 17-2.3 Advisory and Decision-Making Bodies and Persons, (e) Design Development Review Commission

Proposal: Request to amend the Unified Development Ordinance, Chapter 17- Article 2: Administration, Sec. 17-2.3 Advisory and Decision-Making Bodies and Persons (e) Design Development Review Commission; (2) Membership and Terms, to amend the number of appointed members.

Applicant: Andrew Livengood, Zoning Administrator

Staff Recommendation: Staff Sponsored

PC Recommendation: 04/09/2026; Approval with Amendment (7-0)

Upon a motion made by Mr. McDowell and seconded by Mr. Bailey, Council voted unanimously to give first reading approval to Ordinance No.: 2026-030- Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Article 2: Administration, Sec. 17-2.3 Advisory and Decision-Making Bodies and Persons, (e) Design Development Review Commission.

Council closed the public hearing at 5:16 p.m.

Ordinances - First Reading

19. Ordinance No.: 2026-023 - Establishing the Vista Business Improvement District

The Public Hearing was held on April 14, 2026.

Upon a motion made by Mr. Brennan and seconded by Mr. Bailey, Council voted unanimously to give first reading approval to Ordinance No.: 2026-023 — Establishing the Vista Business Improvement District.

20. Ordinance No.: 2026-025 - Authorizing the Exchange of Properties at 742 Wilkes Road, Richland County TMS# R11813-05-18 and 5111 Spalding Avenue, Richland County TMS# R11701-04-01

Upon a motion made by Mr. Johnson and seconded by Mr. Bailey, Council voted unanimously to give first reading approval to Ordinance No.: 2026-025 — Authorizing the Exchange of Properties at 742 Wilkes Road, Richland County TMS# R11813-05-18 and 5111 Spalding Avenue, Richland County TMS# R11701-04-01.

21. Ordinance No.: 2026-031 — Authorizing the City Manager to execute a Deed and any closing documents necessary for the sale of 1601 Assembly Street, Richland County TMS# 09014-01-02, pursuant to the United States Postal Service exercise of its purchase option under the current lease

Councilor Brown requested additional details regarding the Post Office's action.

Mayor Rickenmann stated that the Post Office exercised an available option, noting that it had not done so at any point over the past 40 years of the lease.

Ms. Teresa Wilson, City Manager said that she hopes the City will be able to utilize the parking lot at times and that they will work with us on that.

Mayor Rickenmann stated that it appears the property owner has recognized an increase in the value of the property. We have made all the calls that we can possibly make.

Upon a motion made by Mr. McDowell and seconded by Mr. Bailey, Council voted five to one [5-1] to give first reading approval to Ordinance No.: 2026-031 — Authorizing the City Manager to execute a Deed and any closing documents necessary for the sale of 1601 Assembly Street, Richland County TMS# 09014-01-02, pursuant to the United States Postal Service exercise of its purchase option under the current lease. Mr. Johnson, Mr. Bailey, Mr.

Brown, Mr. Brennan, and Mr. McDowell voted aye. Mayor Ricknemann voted nay.

Resolutions

22. Resolution No.: R-2026-035 — Authorizing the City Manager to execute Purchase and Development Agreements as well as any necessary closing documents between the City of Columbia, South Carolina and Habitat for Humanity of Central South Carolina, Inc., for the sale of 4305 Catherine Avenue, Richland County TMS# R09207-03-06; 5315 N. Main Street, Richland County TMS# R11705-03-10; and 323 Pineneedle Road, Richland County TMS# R09207-09-35

This item was deferred.

Event Resolutions

23. Resolution No.: R-2026-033 - Authorizing consumption of beer and wine only at ColaJazz + Roots Fest at Finlay Park on Friday, May 15, 2026 and Saturday May 16, 2026

Upon a motion made by Mr. Bailey and seconded by Mr. Johnson, Council voted unanimously to approve Resolution No.: R-2026-033 — Authorizing consumption of beer and wine only at ColaJazz + Roots Fest at Finlay Park on Friday, May 15, 2026 and Saturday May 16, 2026.

24. Resolution No.: R-2026-036 - Authorizing consumption of beer, wine, and liquor at the Bluetile Block Party Skateboarding and Sneaker Release in the 600 block of Harden Street on Saturday, May 2, 2026

Upon a motion made by Mr. Johnson and seconded by Mr. Bailey, Council voted unanimously to approve Resolution No.: R-2026-036 — Authorizing consumption of beer, wine, and liquor at the Bluetile Block Party Skateboarding and Sneaker Release in the 600 block of Harden Street on Saturday, May 2, 2026.

Appointments

25. Accommodations Tax Advisory Committee

Upon a motion made by Mr. Johnson and seconded by Mr. McDowell, Council voted unanimously to approve the reappointments of Mr. Hal Stevenson, Mr. Jessee Bullard, and Ms. Joelle Ryan-Cook and the appointments of Mr. Andrew Salleby and Ms. Marissa DiMaria to the Accommodations Tax Advisory Committee for a two-year term.

26. Hospitality Tax Advisory Committee

Upon a motion made by Mr. Johnson and seconded by Mr. McDowell, Council voted unanimously to approve the reappointment of Ms. Kelly Glynn and the appointments of Mr. Steven Cook, Mr. Cedric McEachin, Ms. Kelly Barbery, and Mr. Laura Truell to the Hospitality Tax Advisory Committee for a two-year term.

Other Matters

27. Council is asked to approve the installation of one (1) Speed Hump in the 1900 block of Wayne Street, as requested by the Arsenal Hill Neighborhood Association.

This request was reviewed and approved by both the Columbia Fire Department and the Columbia Police Department.

Upon a motion made by Mr. McDowell and seconded by Mr. Johnson, Council voted unanimously to approve the installation of one (1) Speed Hump in the 1900 block of Wayne Street, as requested by the Arsenal Hill Neighborhood Association.

28. Council is asked to approve the installation of three (3) Speed Humps on Maple Street, as requested by the Old Shandon Neighborhood Association.

This request was reviewed and approved by both the Columbia Fire Department and the Columbia Police Department.

Upon a motion made by Mr. Brennan and seconded by Mr. Johnson, Council voted unanimously to approve the installation of three (3) Speed Humps on Maple Street, as requested by the Old Shandon Neighborhood Association.

City Council Committee Reports, Referrals and New Business

Upon a motion made by Mr. Brennan and seconded by Mr. Johnson, Council voted unanimously to approve the referral of the Parental Accountability Memorandum of Understanding with a Resolution to the Public Safety Committee, as requested by the Honorable Tyler D. Bailey.

Public Input

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

Ms. Christina Wildy, representative of Innovative Solutions thanked the City for its partnership in the opioid abatement initiative and shared updates on outreach efforts. She noted that teams use Fire Department data to target high-need areas and provide resources through direct engagement and public materials. She also announced the upcoming launch of the City's first Narcan distribution kiosk at the main transit terminal, with plans for an additional location.

Councilor Bailey asked how much the boxes of Narcan would cost.

Ms. Christina Wildy, representative of Innovative Solutions explained that Narcan vending machines are completely free to use and require only minimal information for tracking purposes. This information is collected solely for reporting metrics.

Adjournment

The meeting was adjourned at 5:32 p.m.

Respectfully Submitted:

Erika D. Moore Hammond, MMC, CPM
City Clerk



Columbia City Council Work Session Minutes Tuesday, April 21, 2026

Call to Order

The Columbia City Council conducted a Budget Workshop on Tuesday, April 21, 2026 at City Hall (Mayor's Conference Room), 1737 Main Street, Columbia, South Carolina 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 1:12 p.m. and the following members were present: The Honorable Edward H. McDowell, Jr., The Honorable Will Brennan, The Honorable Tina N. Herbert, Mayor Pro-Tempore, The Honorable Peter M. Brown, The Honorable Tyler D. Bailey, and The Honorable Sam P. Johnson. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

Invocation

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

Adoption of the Agenda

Upon a motion made by Mayor Rickenmann and seconded by Mr. Bailey, Council voted unanimously to adopt the agenda subject to adding the discussion of negotiations incident to proposed contractual arrangements pursuant to S. C. Code §30-4-70(a)(2) – Project WM437401; Canal Headgates Structure as **Item 5**.

City Council Discussion

1. Fiscal Year 2026/2027 Budget Overview — Ms. Missy Caughman, Assistant City Manager for Strategic Initiatives & Innovation

Special Revenues

Ms. Teresa Wilson, City Manager stated that this is the first of several budget workshops and would set the foundation for the budget process. She emphasized that while the City expects significant growth in the coming years, we must continue maintaining current service levels.

Councilor Brown supported framing the budget around the City's growth and emphasized the need for a five-year outlook to plan for future service, staffing, and infrastructure needs. He noted the importance of viewing the budget as a strategic, people-centered tool that prioritizes quality of life, encourages partnerships, and positions the City for long-term success.

Ms. Teresa Wilson, City Manager emphasized the importance of incorporating a forward-looking approach into the budget, ensuring departments are funded based on future needs rather than current conditions. She cited the example of budgeting for Police Chief Skip Holbrook's fully authorized staffing level, rather than existing vacancies. She noted that

anticipated growth, such as new development, requires detailed planning across departments to adequately prepare for increased demand.

Councilor McDowell expressed the need for a forward-looking budget approach. He noted that this has not been done sufficiently in the past. He stressed the importance of setting clear priorities and measurable accomplishments to ensure the budget positions the City for continued progress.

Mayor Rickenmann emphasized the importance of leveraging partnerships and bringing the right stakeholders together to support the City's work. He noted that the City is ultimately in the customer service business, with a responsibility to effectively deliver services to residents and the business community.

Ms. Missy Caughman, Assistant City Manager for Strategic Initiatives and Innovation explained that many City projects are transitioning from construction to operational phases, marking a significant shift in service delivery. Continued growth is increasing service demand and placing added pressure on the workforce, while also requiring careful financial management. She emphasized the importance of efficiently utilizing technology to support operations and improve service delivery. She outlined the budget workshop timeline, noting that the current meeting serves as the first workshop, followed by a second workshop on May 5 focused on general fund updates and key areas. The third workshop on May 19 will cover enterprise funds, including water, sewer, stormwater, and parking, as well as capital projects. This will be the final meeting prior to advertising the budget for a public hearing. She added that a May 26 workshop will include budget recommendations and committee allocations, with presentations from partner organizations. The budget public hearing and first reading is scheduled for June 9, 2026.

She provided an overview of special revenue allocations, noting estimated revenues of \$5.9 million for the tourism development fund and \$17.3 million for the hospitality tax fund, reflecting a \$1.6 million increase over the current year's budget. She explained that hospitality tax funds allocations cover several categories, including the Hospitality Tax Committee, line item agencies, City Council allocations, and transfers. Line item agencies are proposed at \$3.2 million, representing an increase of approximately 2%. The hospitality tax grant program received 70 applications totaling \$7.1 million in requests and the transfer to the general fund remains at \$4.8 million, which is consistent with the current year's budget. She shared that state accommodations tax revenues are projected at \$3.9 million and are allocated in accordance with state law, with \$25,000 directed to the general fund, 30% for tourism advertising and promotion, 65% for tourism-related expenditures, and 5% for general purposes. Approximately \$2.8 million is available for the Accommodation Tax Committee allocation. The Accommodations Tax Committee will meet in May to make funding recommendations to City Council. The tourism development fee is currently projected at \$5.2 million, which includes collection and interest.

Mr. Jeff Palen, Assistant City Manager of Development & Finance / CFO clarified details regarding two bond issuances. He explained that the bonds issued for the ballpark in 2014-2015 are 30-year bonds, with final payments scheduled through 2044 and funded by hospitality tax revenues. He also noted a second bond issued for Finlay Park, structured as a seven-year obligation, with full payoff expected by 2030. He added that while the Finlay Park bond is a general obligation bond, payments are split evenly between the tourism development fund and state accommodations tax revenues.

There was discussion about unmet staffing needs; balancing the budget; start of next fiscal year; tourism development fee estimated collection; softening of percentages; line item

agencies and capital project commitments; remaining obligations for hospitality tax bond; qualifications for capital projects in regard to the arts; Experience Columbia marketing costs; fund balance; qualifying funds for Columbia Music Festival; future funding for Finlay Park programming; upcoming Songbird Festival; and spending of allocations.

There was consensus of the City Council to approve the recommended allocations in the amount of \$4.6 million to the Hospitality Tax Committee and \$2.8 million to the Accommodation Tax Committee.

2. Columbia Water Update — Mr. Clint E. Shealy, P.E., Assistant City Manager / Columbia Water

Mr. Clint Shealy, P.E., Assistant City Manager / Columbia Water outlined priorities including regulatory compliance, customer service, capital projects, and staff development. He noted early-year challenges from winter weather but highlighted progress in reducing a backlog of 7,000 projects with contractor support. The department is ahead of schedule on the wastewater Consent Decree, with 27 of 42 projects complete, seven under construction, and eight in design, with completion expected by 2032. He also shared that Canal Embankment Recovery has received Federal Energy Regulatory Commission approval, and noted recent achievements including a statewide utilities award, capital project bids, and a Building Resilient Infrastructure and Communities (BRIC) grant.

There was discussion about the number of years required to address the backlog; the use of workflow tracking technology; integration of AI tools; dashboard availability; the East Rocky Branch construction; contingencies related to state and federal funding; differences in grant funding criteria language; new electrical component designs for generators; water system costs associated with economic development; sharing the growth model during a Work Session and with the Economic Development and Infrastructure Committee; major gateway lighting issues; and revisions to utility fees.

Executive Session

Upon a motion made by Ms. Herbert and seconded by Mr. Johnson, Council voted unanimously to enter into Executive Session at 2:50 p.m. for the discussion of **Items 3 and 4**, as amended to include **Item 5** (the discussion of negotiations incident to proposed contractual arrangements pursuant to S. C. Code §30-4-70(a)(2) – Project WM437401; Canal Headgates Structure). Mr. Bailey was not present for the vote.

3. 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 Congaree

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

Nguyen v. City of Columbia

Adjournment

The meeting was adjourned at 3:45 p.m.

Respectfully Submitted:

Erika D. Moore Hammond, MMC, CPM
City Clerk



Meeting Date: May 5, 2026
Department: Utilities
From: Clint Shealy, Assistant City Manager

Recognition of Mr. David Sharpe's Retirement - Mr. Clint E. Shealy, P.E., Assistant City Manager / Columbia Water

Background Summary: After 52 years of dedicated service, Mr. David A. Sharpe has decided to retire, effective June 25, 2026.

David joined the City of Columbia over five decades ago, in March 1974, bringing with him a spirit of determination and a passion for his work that has only grown stronger with time. From the very beginning, he embraced the challenges of the maintenance department with open arms, demonstrating not only technical skill but also a genuine commitment to the betterment of the City of Columbia community.

Throughout the years, David has been a beacon of professionalism. His meticulous attention to detail, innovative problem-solving skills, and willingness to mentor new maintenance staff have set a high standard throughout the City of Columbia. He possesses a unique ability to turn obstacles into opportunities, ensuring that our Water Treatment Plants and our Distribution systems run smoothly and efficiently.

It is essential to recognize the profound impact David's 51-plus years of service have had on those around him and the City of Columbia. He has not only been a vital part of our organization's success but also a friend and a role model to countless individuals. His dedication goes beyond the job; it encompasses a deep-rooted care and commitment to providing safe and clean water for the City of Columbia customers."

- Corey Jarels, Superintendent Lake Murray WTP

Attachments:
None



Meeting Date: May 5, 2026
Department: Office of the City Clerk
From: Erika Hammond, City Clerk

Alpha Psi Lambda Chapter of Alpha Phi Alpha Fraternity, Inc. 91st Charter Day Proclamation — The Honorable Daniel J. Rickenmann, Mayor

Background Summary:

Attachments:

1. Alpha Psi Lambda Chapter of Alpha Phi Alpha Fraternity, Inc. 91st Charter Day



*City of Columbia
A Proclamation*

WHEREAS, Alpha Phi Alpha Fraternity, Inc., the first intercollegiate Greek-letter fraternity established for African American men, was founded on December 4, 1906, at Cornell University, and has since stood as a beacon of scholarship, fellowship, good character, and the uplifting of humanity; and

WHEREAS, the Alpha Psi Lambda Chapter was chartered on May 7, 1935, in Columbia, South Carolina, marking a proud and enduring legacy of service, leadership, and brotherhood within its community; and

WHEREAS, throughout its distinguished history, the brothers of Alpha Psi Lambda have upheld the aims of Alpha Phi Alpha by promoting academic excellence, advocating for social justice, mentoring youth, and engaging in programs that benefit the community at large; and

WHEREAS, the chapter has produced generations of leaders who have made significant contributions in civic, professional, and fraternal arenas, embodying the principles of “Manly Deeds, Scholarship, and Love for All Mankind”; and

WHEREAS, the celebration of a Charter Day provides an opportunity to reflect upon the chapter’s rich heritage, honor its founders and past members, and recommit to the ideals that have sustained it for over nine decades;

NOW, THEREFORE, I, Daniel J. Rickenmann, Mayor of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim May 7, 2026, as

“Alpha Psi Lambda Chapter of Alpha Phi Alpha Fraternity, Inc. 91st Charter 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*

*Tina N. Herbert
District I, Council Member*

*Peter M. Brown
District IV, Council Member*

*Tyler D. Bailey
At-Large, Council Member*

*Sam Johnson
At-Large, Council Member*



**City of Columbia
A Proclamation**

WHEREAS, for more than 70 years, the U.S. Small Business Administration (SBA) has celebrated National Small Business Week, which recognizes the critical contributions of entrepreneurs and small business owners; and

WHEREAS, small businesses are the engine of the American economy and the foundation of a free and prosperous nation, accounting for more than 99 percent of all private sector employers and creating nearly two out of every three new jobs nationwide; and

WHEREAS, from our farms and factory floors to the frontiers of technology, small businesses drive innovation, strengthen local economies, and provide the products and services that keep America competitive, secure, and strong; and

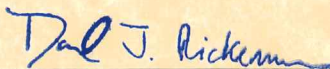
WHEREAS, small businesses represent a tradition of hard-working, dedicated individuals living the American Dream to provide for their families, create job opportunities for their neighbors and to make invaluable contributions to their community; and

WHEREAS, the entrepreneurial spirit and resilience of small business owners contribute significantly to the City of Columbia's economic growth and quality of life; and

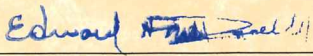
NOW, THEREFORE, I, Daniel J. Rickenmann, Mayor of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim the week of May 3-9, 2026, as

“Small Business Week”


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



Daniel J. Rickenmann
Mayor



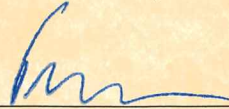
Edward H. McDowell, Jr.
District II, Council Member



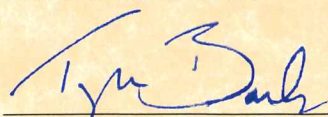
William Brennan
District III, Council Member



Tina N. Herbert
District I, Council Member




Peter M. Brown
District IV, Council Member



Tyler D. Bailey
At-Large, Council Member





Sam Johnson
At-Large, Council Member

Small Business Week Presentation

Office of Business Opportunities Department
Ayesha Driggers, OBO Director

Small Business Week Activities

Monday, May 4th - 11am

Small Business Week Kickoff Press Conference
Gather COLA - 2191 Pickens St

Tuesday, May 5th - 4pm

City Council – Small Business Proclamation

Wednesday, May 6th – 9am

13th Annual Small Business Week Conference
Pastides Alumni Center - 900 Senate St



COLUMBIACHAMBER
PARTNERS FOR A GREATER COLUMBIA



Small Business Week 2025



2026 Small Business Week Conference Sponsors



2026 Small Business Week Conference Billboard



Locations:

- I-126 Greystone Blvd.
- I-26 Harbison Blvd.
- 8209 Two Notch Rd.
- 10042 Two Notch Rd.
- 718 Sunset Blvd.
- 4866 Sunset Blvd.
- 4250 Sunset Blvd.
- 1220 Elmwood Ave. (pictured)

2026 Small Business Week Conference

CITY OF COLUMBIA'S OFFICE OF BUSINESS OPPORTUNITIES | **13TH ANNUAL** | SMALL BUSINESS WEEK CONFERENCE

**SHARED GROWTH.
SHARED FUTURE.**
POWERED BY **SMALL BUSINESSES.**

WEDNESDAY **MAY 6 2026** | **PASTIDES ALUMNI CENTER**
900 SENATE STREET,
COLUMBIA, SC 29201



CITY OF COLUMBIA'S
Office of Business Opportunities
803.545.3950 | obo@columbiasc.gov
OBO.COLUMBIASC.GOV

 **COLA**
Office of Business Opportunities

 COLUMBIACHANGES

 **SBA**
U.S. Small Business Administration

*SBA's participation or support is not an endorsement of any product, service, or entity.





Meeting Date: May 5, 2026
Department: Planning and Development Services
From: Justin Steinmann, Director

National Bike Month and Bicycle Safety Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Background Summary: The City has marked National Bike Month each May for over a decade. The proclamation is the official kickoff to the month-long celebration, but the events continue throughout the month. The print and web calendar, which is combined under the Columbia Compass Celebrate May webpage, can be found here: <https://www.columbiacompass.org/celebratemay.html>

Attachments:

1. National Bike Month Proclamation - 2026



**City of Columbia
A Proclamation**

WHEREAS, the bicycle is a viable and environmentally-sound form of transportation and an excellent form of recreation; and

WHEREAS, many Columbians will experience the joys of bicycling during the month of May through participation in educational programs, races, commuting events, trail work days, helmet promotion activities, charity events, or just getting out and going for a ride; and

WHEREAS, the Palmetto Trail attracts trail users each year from all around the state and providing economic, health, and scenic benefits to citizens of South Carolina, Columbia and the Southeast; and

WHEREAS, these bicycling activities and attractions have great potential to have a positive impact on Columbia's economy and tourism industry and to stimulate economic development by making the City attractive to businesses and citizens who enjoy spending time outdoors and leading healthy lifestyles; and

WHEREAS, creating bicycle-friendly communities has been shown to improve citizens' health, well-being, and quality of life, to boost community spirit, to improve traffic safety, and to reduce pollution and congestion; and

WHEREAS, May has been declared National Bike Month and is so again in 2026; and

WHEREAS, the Bike and Pedestrian Advisory Committee (BPAC), bicycle clubs, schools, parks and recreation departments, police departments, hospitals, companies and civic groups throughout the City and the region will be promoting bicycling as a leisure activity as well as an environmentally-friendly alternative to the automobile during the month of May 2026; and

WHEREAS, the City of Columbia adopted the City's first Bike and Pedestrian Plan on June 2, 2015, known as Walk Bike Columbia, and this Plan has a goal of creating great places for bicycling with a focus on evaluation and planning, education, encouragement, evaluation and planning, engineering, and enforcement; and

WHEREAS, the education of bicyclists and motorists as to the proper and safe operation of bicycles is important to ensure the safety and comfort of all users;

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 the month of May 2026 as National Bike Month and Bicycle Safety Month; May 3, 2026 as National Ride a Bike Day; the week of May 11-17, 2026 as Bike to Work Week; and May 15, 2026 as Bike to Work 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

Tina N. Herbert
District I, Council Member

Peter M. Brown
District IV, Council Member

Tyler D. Bailey
At-Large, Council Member

Sam Johnson
At-Large, Council Member



Meeting Date: May 5, 2026
Department: Planning and Development Services
From: Justin Steinmann, Director

National Historic Preservation Month Proclamation — The Honorable Daniel J. Rickenmann, Mayor

2025 Mabel Payne Historic Preservation Award — Ms. Amy Moore, Principal Planner / Planning and Development Services Department

Background Summary: The City has marked National Preservation Month each May for over a decade. The proclamation is the official kickoff to the month-long celebration, but the events continue throughout the month. The print and web calendar, which is combined under the Columbia Compass Celebrate May webpage, can be found here: <https://www.columbiacompass.org/celebratemay.html>.

Preservation planners work diligently with local partners to develop a detailed calendar of events, many of which they organize themselves. These events are focused on spreading awareness, building knowledge, and furthering community capacity. Events generally include hands-on workshops, tours, networking events, and the ever-popular Preservation Bike Ride, which is designed and led by Planning Division staff.

The Mabel Payne Award, which is part of the Council presentation, is awarded by Planning staff to an individual, organization, or neighborhood for their outstanding efforts in education, leadership, conservation, or stewardship that supports the built environment. Mabel Payne was a City employee whose work in the 1950s documenting and preserving historic structures laid the foundation for preservation in the City.

Attachments:

1. National Preservation Month Proclamation - 2026



**City of Columbia
A Proclamation**

WHEREAS, May is declared National Preservation Month, as it has been since 1973 and is so again in 2026; and

WHEREAS, the City of Columbia adopted its first preservation ordinance in 1963 and created its first historic districts in 1964; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, historic preservation has been established in cities across the nation as an effective tool for economic and sustainable development, tourism promotion, community revitalization, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that have shaped us as a people; and

WHEREAS, historic preservation is key to protecting the unique character and vitality of the City of Columbia;

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 May 2026 as

“National Preservation Month”

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*

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District IV, Council Member*

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At-Large, Council Member*

*Sam Johnson
At-Large, Council Member*



Meeting Date: May 5, 2026
Department: Procurement and Contracts
From: Shannon Lizewski, Director

Council is asked to approve the Purchase of Axon Camera Kits for the Columbia Police Department, as requested by the Fleet Services Division on March 24, 2026. Award to Axon Enterprises, Inc., using the South Carolina State Contract in the amount of \$61,036.71. This vendor is located in Scottsdale, AZ.

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$61,036.71.

Background Summary: South Carolina State Contract #4400035322
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:

1. April 20 2026 Council Memo - Fleet Services Item 8
2. Axon Enterprises Inc. Quote
3. Axon State Contract #4400035322



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

FROM: Mr. Henry Simons, Assistant City Manager, Operations
Mrs. Shannon Lizewski, Department of Procurement and Contracts

DATE: April 20, 2026

SUBJECT: Recommendation for Approval for Purchase of equipment for the City of Columbia Police Department as requested by the Fleet Services Division.

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

Item	Vehicle	Department	Price	Funding Source
a.	Eleven (11) Axon Camera Kits	Police Department	\$61,036.71	Capital Replacement Program FY 2025-2026
Total Amount: \$61,036.71				

This purchase utilizes State Contract and cooperative purchase agreements for vehicles and equipment. Item (a) is equipment that is a capital replacement and funded from the capital lease purchase program FY25/26.

***Capital Lease Purchase Program**

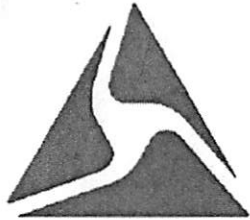
The City utilizes a capital lease purchase program for the replacement of General Fund rolling stock and technology refresh. Although referred to as a lease program, this is a financing mechanism for the City's capital outlays replacement program for General Fund departments. Vehicles and equipment include 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 \$4,000,000 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.

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

Non-Binding Budgetary Estimate



Axon Enterprise, Inc.
 17800 N 85th St
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic:(800) 978-2737
 International: +1.800.978.2737

Q-820558-46086GM

Issued: 03/05/2026

Quote Expiration: 06/30/2026

Estimated Contract Start Date: 07/01/2026

Account Number: 151032

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
COLUMBIA POLICE DEPT. - SC 715 Bluff Rd Columbia, SC 29201-4707 USA	Columbia Police Department - SC 1 Justice Sq Columbia SC 29201-3165 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Griffin McKean Phone: Email: gmckean@axon.com Fax:	Robert Calby Phone: (803) 794-0721 Email: robert.calby@columbiasc.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$53,714.32
ESTIMATED TOTAL W/ TAX	\$56,515.47

Discount Summary

Average Savings Per Year	\$728.99
TOTAL SAVINGS	\$3,644.96

Non-Binding Budgetary Estimate

Payment Summary

Date	Subtotal	Tax	Total
Jul 2026	\$53,714.32	\$2,801.15	\$56,515.47
Total	\$53,714.32	\$2,801.15	\$56,515.47

Non-Binding Budgetary Estimate

Quote Unbundled Price: \$57,359.28
 Quote List Price: \$57,359.28
 Quote Subtotal: \$53,714.32

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
70112	AXON SIGNAL - VEHICLE	11			\$279.00	\$279.00	\$3,069.00	\$245.52	\$3,314.52
72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	11			\$2,695.00	\$2,363.64	\$26,000.04	\$2,080.00	\$28,080.04
A la Carte Services									
73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	11			\$1,700.00	\$1,700.00	\$18,700.00	\$0.00	\$18,700.00
A la Carte Warranties									
80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	11	48		\$1.33	\$1.33	\$702.24	\$56.19	\$758.43
80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	11	48		\$9.93	\$9.93	\$5,243.04	\$419.44	\$5,662.48
Total							\$53,714.32	\$2,801.15	\$56,515.47

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	70112	AXON SIGNAL - VEHICLE	11	1	07/01/2026
A la Carte	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	11	1	07/01/2026

Services

Bundle	Item	Description	QTY
A la Carte	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	11

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	11	07/01/2027	06/30/2031
A la Carte	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	11	07/01/2027	06/30/2031

Non-Binding Budgetary Estimate

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	715 Bluff Rd	Columbia	SC	29201-4707	USA

Payment Details

Jul 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	70112	AXON SIGNAL - VEHICLE	11	\$3,069.00	\$245.52	\$3,314.52
Invoice Upon Fulfillment	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	11	\$26,000.04	\$2,080.00	\$28,080.04
Invoice Upon Fulfillment	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	11	\$18,700.00	\$0.00	\$18,700.00
Invoice Upon Fulfillment	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	11	\$702.24	\$56.19	\$758.43
Invoice Upon Fulfillment	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	11	\$5,243.04	\$419.44	\$5,662.48
Total				\$53,714.32	\$2,801.15	\$56,515.47

Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.





PROCUREMENT SERVICES

[Back to Initial Screen](#)

Contract 4400035322

Validity End 09/03/2029

Validity Start 09/04/2024

Target Value \$ 10,925,290.40

Bid Invitation [5400026810](#)

Contract Notes

Vendor 7000250551

Vendor Address AXON ENTERPRISE INC
17800 N. 85TH ST.
SCOTTSDALE AZ 85255

District

Telephone (800) 978-2737

Minority Status Not Applicable

E-mail
Fax Number

Vendor Contacts

One Contact found.

Contact Name	Function	Phone
OPS, SALES	Primary Contact	(800) 978-2737

E-mail
contracts@axon.com

Attachments

One Attachment found.

Attachment Title

Date/Time Posted
08/21/2024 11:20:47 AM

[Axon ITA.docx](#)

Contract Items

3 Items found, displaying all Items.

Item Pricing

- 00001 Body and In-Car Video and SaaS
Material Group: 05512 - cameras, video (for use in police vehicles)
Agency: Statewide
- 00002 Body Camera Video Systems and SaaS
Material Group: 05512 - cameras, video (for use in police vehicles)
Agency: Statewide
- 00003 Extended Offerings
Material Group: 05512 - cameras, video (for use in police vehicles)
Agency: Statewide

[Back to Initial Screen](#)



Meeting Date: May 5, 2026
Department: Procurement and Contracts
From: Shannon Lizewski, Director

Council is asked to approve funding for the Pavement of the Firing Range Parking Lot, as requested by the Columbia Police Department on December 2, 2025. Award to L-J, Inc., in the amount of \$62,550.00. This vendor is located in Cayce, SC.

Funding Source: Police Administrative Services - Paving and Asphalt Supplies (1012402-623500). The original budget amount is \$62,550.00.

Background Summary:

Attachments:

1. L-J, Inc. Council Memo
2. LJ Inc-Bid/Quote

MEMORANDUM



To: Honorable Daniel J. Rickenmann, Mayor and Members of City Council
Ms. Teresa Wilson, City Manager
W.H. Holbrook, Chief of Police

From: Ms. Shannon Lizewski, Director of Procurement and Contracts/Purchasing Agent

Date: April 17, 2026

Re: L-J, Inc – Asphalt for Range

The Police Department respectfully requests your review and approval for R237985 – L-J, Inc. In the amount of \$62,550 for installation and placement of asphalt for the driving lane and parking lot at the CPD range. The vendor was selected as a result of the re-bid process. The CPD range is currently unpaved and this will help finalize this project. This will be funded out of 1012402-623500.

**L-J, INC.
BID FORM**

**PROJECT NAME: GRADING AND STORM DRAINAGE FOR GUN RANGE - BUILDING
CIP # SD8453 - REBID
APRIL 16, 2026**

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Place 2" of Asphalt Pavement (Surface Course C Light Duty) in Parking Area - to be paid by Tickets provided to City Inspector.	175	TN	\$ 217.00	\$ 37,975.00
2	Place 3" of Asphalt Pavement (Surface Course C Heavy Duty) in Drive Lane - to be paid by Tickets provided to City Inspector.	100	TN	\$ 217.00	\$ 21,700.00
SUBTOTAL:					\$ 59,675.00
3	Mobilization (Not to exceed 5% of Subtotal per Specification 15.57.2)	1	LS	\$ 2,875.00	\$ 2,875.00
TOTAL BID:					\$ 62,550.00
SUBMIT THE ELECTRONIC COPY TO bennie.gable@columbiasc.gov frances.bryan@columbiasc.gov andrea.bolling@columbiasc.gov					REV1



Meeting Date: May 5, 2026
Department: Procurement and Contracts
From: Shannon Lizewski, Director

Council is asked to approve an Annual Contract Renewal for Target Solutions Software, as requested by the Columbia Fire Department on March 19, 2026. Award to Municipal Emergency Services, Inc., in the amount of \$84,500.28. This vendor is located in Sandy Hook, CT.

Funding Source: City of Columbia Fire Suppression - Software License (1012303-627510) \$42,250.14 and Richland County Fire Administration - Software License (2082301-627510) \$42,250.14. The original budget amount is \$84,500.28.

Background Summary: Sec 2-204. (7) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding for the procurement of information technology.

Attachments:

1. CC Memo
2. Quote



COLUMBIA FIRE DEPARTMENT

COMMUNITY-REPRESENTING BOTH CITIZENS & EMPLOYEES

INTEGRITY-WITH PROFESSIONALISM

SERVICE- ABOVE SELF



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

FROM: Mickey Folsom, Assistant Fire Chief, Columbia Fire Department
Mrs. Shannon Lizewski, Director of Procurement & Contracts

DATE: May 5, 2026

SUBJECT: Purchase Justification – MES I Acquisition Inc – Target Solutions (Requisition #R239541)

Purpose

This memorandum provides justification for annual renewal for Premier Membership and Annual Maintenance Fee for MES I Acquisition Inc, Target Solutions. The License Terms are November 30, 2025 through November 29, 2026. The Requisition Number is R239541 in the amount of \$84,500.28, which includes 8% tax.

Justification for Purchase

The Target Solutions Membership will allow us to track and maintain all Fire Department’s training records for ISO compliance. The requested software is already fully integrated into the certification of our ISO compliance. Target Solutions enables the Fire Department to deliver training effectively by providing daily training logs, test development, inspection forms and post incident evaluation tools. Additionally, Target Solutions supports the Fire Department’s strategic plan: HR & employment practice, OSHA & compliance, driving safety and NFPA/Fire Emergency Vehicle Operations.

Financial Impact

The total purchase amount is **\$84,500.28**, to be funded from 1012303 / 627510 & 2082301 / 627510 at 50/50%.

Recommendation

It is recommended that the Columbia Fire Department be approved to proceed with the purchase of the Target Solutions with MES I Acquisition Inc to assist in tracking and maintaining all training and records for the ISO compliance control and tracking.

COLUMBIA FIRE DEPARTMENT

1800 Laurel Street / Columbia, SC 29201 / 803.545.3700 / Fax 803.733.8311



(877) 637-3473

Quote

Quote # QT2049122
Date 03/18/2026
Expires 06/30/2026
Sales Rep Micun, Christopher A
Shipping Method FedEx Ground
Customer CITY OF COLUMBIA (SC)
Customer # C36324

Bill To

CITY OF COLUMBIA
 ACCOUNTING DIVISION
 PO BOX 147
 COLUMBIA SC 29202-0147

Ship To

FIRE STATION-HARDEN STREET
 1901 HARDEN STREET
 COLUMBIA SC 29201

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
15000			Premier Membership:	548	\$142.00	\$77,816.00
16000			Annual Maintenance Fee	1	\$425.00	\$425.00

TARGET SOLUTIONS
 License Terms: 11/30/2025 - 11/29/2026

Contact: C36324 CITY OF COLUMBIA (SC) : DEPT (803) 545-3700

Subtotal \$78,241.00
Shipping Cost \$0.00
Tax Total \$6,259.28
Total \$84,500.28

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.





Meeting Date: May 5, 2026
Department: Procurement and Contracts
From: Shannon Lizewski, Director

Council is asked to approve a new Professional Services Contract for Design Services of a Warehouse and Offices for the Support Services Division at 1213 Flora Street, as requested by General Services on November 4, 2025. Award to GMK Associates, Inc., in an amount not to exceed \$293,200.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date two (2) years from commencement and the option to renew for two (2) additional one-year periods. This firm is located in Columbia, SC.

Funding Source: General Capital Projects - 1213 Flora Street - Capital Project Costs (4039999-CP106004-658650). The original budget amount is \$293,200.00.

GMK Associates, Inc., is the prime and will provide design services at 45.53% (\$133,500.00) of the total contract amount.

The following subcontractor(s) will provide additional services and/or materials:

Kimley-Horn and Associates, Inc., located in Columbia, SC will provide civil, structural, environmental engineering, and landscape architectural services at 46.04% (\$135,000.00) of the total contract amount.

SAM, LLC, located in Columbia, SC will provide surveying services at 5.87% (\$17,200.00) of the total contract amount.

Geo-Systems Design and Testing, located in Columbia, SC will provide geotechnical services at 2.56% (\$7,500.00) of the total contract amount.

Background Summary:

Attachments:

1. Council Memo - Support Services Flora Street Design Services
2. Final.ContractRFQu003DesignServicesatFloraStreet_GMK Signed



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

FROM: Mr. Henry Simons, Assistant City Manager, Operations
Mrs. Shannon Lizewski, Director of Procurement and Contracts

DATE: April 17, 2026

SUBJECT: Recommendation for Approval of the Professional Services Contract for Design Services at 1213 Flora St, as requested by the Support Services Division.

The Department of Procurement and Contracts, in coordination with the General Services Department, respectfully requests your review and approval of the Professional Services Contract for Design Services at 1213 Flora St in the amount of \$293,200.00.

Design Services	\$293,200.00
Total =	\$293,200.00

The Design Services for 1213 Flora St consists of design and engineering services for a new warehouse facility and minor renovations to the existing building at 1213 Flora Street. Work includes site layout and civil design, structural and building systems design, construction documents, bidding support, and construction administration services. The project is 100% City funds.

These services were bid through the City of Columbia Procurement and Contracts Department. The funding source for this contract is Capital Projects.

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



CONTRACT FOR PROFESSIONAL SERVICES

This Contract is awarded under procurement method RFQu003-25-26-JAH Design Services for Warehouse and Office at 1213 Flora Street.

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 GMK Associates, Inc., (hereinafter referred to as the “Architect,”), to provide technical consulting support and design services for the warehouse and offices at 1213 Flora St. 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 Architect shall provide the scope of services more fully described in Exhibit A, attached hereto. The Architect 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 Architect or recommended by the Architect and approved by the City in writing.

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

4. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of two (2) years, with the option to renew or continue with work for two (2) additional one (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 Architect 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 **Two Hundred Ninety-Three Thousand Two Hundred Dollars and No/100 (\$293,200.00)**.

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 Compensation Form attached to this Contract which establishes the contract value shall not exceed **Two Hundred Ninety-Three Thousand Two Hundred Dollars and No/100 (\$293,200.00) 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 **Zero Dollars and No/100 (\$00.00)**. 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 Architect 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). Architect 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 Architect, 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 Architect 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 Architect 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 Architect has received payment from the City.
 2. In addition, all retainage amounts received from the City by the Architect must be paid by the Architect 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 Architect 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 Architect for subsequent work performed unless and until the Architect 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 Architects sworn statement that it has complied with the prompt payment requirements. The Architect 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, Architect 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 Architect or Subconsultant) is dependent upon the business community partnering with the City in this important endeavor.

The Architect must comply with the affirmative action terms and conditions as outlined herein. The Architect, 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>N/A</u>	%
LSA	<u>N/A</u>	%

The Architect 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 Architect must comply with Mentor-Protégé Program Guidelines. The Architect 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 Architect 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 Architect 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 Architect 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 Architect 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 Architects Worker Compensation Insurance. The Architect 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 Architect shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100 (\$1,000,000) per occurrence, and Two Million Dollars and no/100 (\$2,000,000) dollars aggregate in accordance with the current Code of Ordinances, City of Columbia, South Carolina, which can be located at www.columbiasc.net.

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

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

- B. The Architect 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 Architect and any Subconsultant of the Architect commencing any services under this Contract and this insurance shall remain in effect throughout the term of this Contract, and any

extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured* on the General Liability and Automobile policies.

- C. The Architect shall indemnify and hold harmless and reimburse the City, its agents, and employees from and against all losses, liabilities, expenses, and all claims for damages of any nature to the extent caused by the negligent acts, errors, or omissions or failure to act Architect, its Subconsultants, officers, agents, and employees of any of the obligations under the Contract. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal. For professional liability claims, Engineer shall reimburse City for all reasonable costs of its defense in the same proportion Engineer is found liable.

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

9. **PERMITS & LICENSES**

- A. The Architect shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Architect in performing the services required under this Contract. The Architect shall be responsible for any costs relating to same.
- B. The Architect 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 Architect 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 Architect and pay any costs relating to same.
- C. The Architect 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 Architect shall procure a City of Columbia business license while performing services under this Contract.

- 10. **DUTIES UPON TERMINATION** – At termination of this Contract, the Architect shall immediately provide the City with all records and data in any format the Architect is capable of producing and at no cost to the City, which were generated, created or received by the Architect 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 Architects successor. All records shall be free from any proprietary claims or interest. The Architect

agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

11. **INTEREST OF ARCHITECT** – The Architect covenants that Architect 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 Architect further covenants that in the performance of this Contract no person having such interest shall be employed.

The Architect is expected to make Architects 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 Architect 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:

- 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 Architect 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 Architect 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 Architect. In no event shall the Architect be entitled to anticipatory profit or damages for any termination under this Contract. In no event shall the Architect 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 Architect or any Subconsultant retained by the Architect and related to the services required by this Contract shall be the property of the City and shall not be used by the Architect 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 Architect or any Subconsultant retained by the Architect and related to the services required by this Contract shall be the property of the City and shall not be used by the Architect 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

GMK Associates, Inc.

Name: Thomas Weiland, AIA
Title: President of Architecture
Address: 1201 Main Street, Suite 2100
Columbia, SC 29201
Phone: 803-255-0319
Email: tweiland@gmk.com

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

- A. The services performed by the Architect 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 Architect by the City and is incorporated by reference herein. The Architect 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 Architect 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 Architects possession or control that relate in any manner to the Architects performance under this Contract ("Preserved Documents"). Upon the Architects performance of all services required under this Contract, the Architect shall provide the City with all Preserved Documents. In addition to the requirements above, the Architect 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 Architect 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 Architect first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Architect 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 Architects rationale for attributing such delay to a force majeure event. The Architect shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Architect shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Architect neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Architect 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 Architect 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 Architects failure to perform pursuant to the Contract.
 - E. The Architect shall perform the services pursuant to this Contract using sound Architecting 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 Architect.
- B. The Architect shall be responsible for performance of all services required by this Contract. The Architect does not act as the City's agent or employee.
- C. The Architect will not assign or sublet its obligations to perform the services required by this Contract without the written consent of the City. The Architect 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 Architect.
The Architect 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 Architect with regard to any of the requirements, specifications or interpretation of this Contract, the Architect 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 Architect 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 Architect 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 Architect.
- F. This Contract represents the entire Contract between the City and the Architect 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 Architect.

- G. The failure of either the Architect 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 Architect acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 - 1. influence the discharge of a public official's, public members, or public employee's official responsibilities;
 - 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 - 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public members, or public employee's official responsibilities."Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out the service, the Architect 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 Architect 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 Architects operations, including, but not limited to the Architects 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 Architect 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 Architect 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 Architect under this Contract are matters of public record, but that the Architect agrees that they shall only be made available to any individual or organization by the City and the Architect shall not make them available to any individual or organization without the prior written approval of the City.
 - N. Every exhibit, schedule and appendix attached to this Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise. This Contract, exhibits and other documents include, but are not limited to the Conflict-of-Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Contract and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date:

APPROVED AS TO FORM

Legal Department City of Columbia, SC

4/15/2026

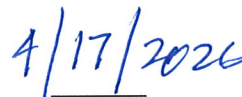
GMK ASSOCIATES, INC.



Print: Name/Title



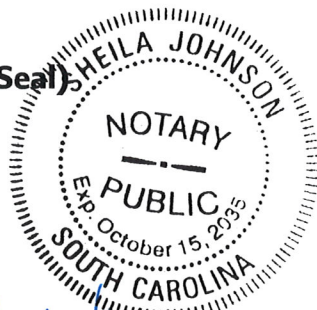
Signature



Date:

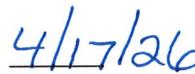
(Corporate Seal)

Attest





Signature



Date:

List of Exhibits

Exhibit A – Scope of services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

Exhibit A - Scope of Services

Basic Services

The project is generally described as an approximately 8,000 square foot new single story warehouse facility with minor renovations to the existing building, and maximizing parking on the site.

In addition to the above, we further understand this project to include but not limited to:

- Owner's Budget and Cost assumptions:
 - The City has budgeted \$200-\$250/sf (including site work) for the new building. Therefore, for an approximately 8,000 sf building, around \$1,600,000-\$2,000,000 total preliminary budget goal for construction cost.
 - The City has budgeted an additional \$300,000 for the renovation of the existing building. This may or may not include conversion of the canopy into vehicle storage space depending on whether we can find a place in the design to securely store 2-3 work trucks loaded with tools and supplies.
 - The total of the above two items is \$1,900,000-\$2,300,000: the City's preliminary budgeted range for construction cost.
- The stated estimate of 8,000 sf needs to be verified by the architect during schematic design. The new building might be larger or smaller but needs to stay in the budget.
- The architect and the engineers are to keep the site simple. It is desired by the City to avoid flood zones (and flood zone studies) and easements to keep costs down to the greatest extent possible. The architects and engineers are to accommodate the City's basic needs as much as possible without making the site permitting and design complicated. The City needs the architect and engineers to find a location of the new building that makes the most sense and provide as much parking and site circulation as possible that makes the most sense.
- Revit not needed, CAD Software is up to the Architect and Engineers.
- Landscaping ordinances will apply, section 17-5.3 is primary section. It is unclear at this time if existing trees will need to be protected. The architects and engineers will need to determine this requirement.
- The City would like to keep the new building below the square footage of the office building to avoid rezoning requirements.
- Existing driveways will stay the same, no work in Flora Street.

Basic Architectural/Engineering Services to include, but not limited to:

- Schematic Design Phase to include documentation of existing conditions
- Design Development Phase
- Construction Documents
- Bidding/Permitting Phase
- Construction Administration

Additional requirements:

- Provide field reports as needed.
- All Engineering shall include the design and construction documents.

The engineering disciplines included in this proposal are structural, civil/site, land surveying, plumbing, mechanical electrical, and fire protection engineering. We have included assistance with any energy rebates through the electrical utility. We have not included zoning/rezoning services, design of monument signs, LEED/Green building consulting, traffic, railroad, environmental, HAZMAT, or any disciplines not specifically listed. If any additional disciplines are needed, we can add them to this proposal or by amendment later as they become required.

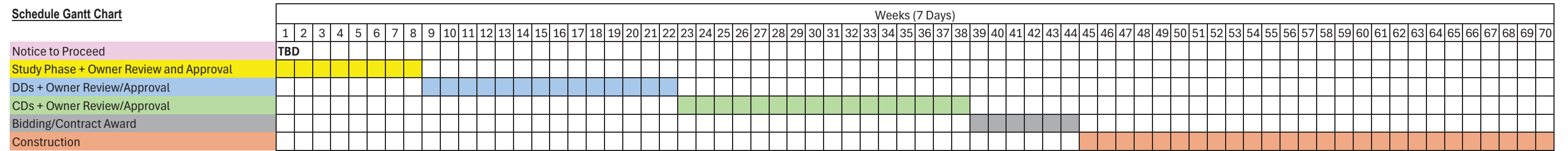
eotechnical Testing Services will be required once the schematic design decisions are made for this project.

This proposal assumes that the Owner will provide thorough existing drawings of the existing building, and GMK will verify existing conditions based on the provided drawings.

Exhibit - B

GMK Architecture and Engineering Services Proposal
 RFQu003-25-26-JAH Negotiations
 Design Services for Warehouse and Offices at 1213 Flora Street

Schedule Gantt Chart



Once NTP is received, GMK can convert into specific dates.

Exhibit C – Compensation

Service	
Base Service <i>to include but not limited to</i>	
SD (Study)	\$37,425.00
Geotechnical Testing	\$7,500.00
Topographic and Tree Survey	\$17,200.00
DDs, CDs BS and CA 11.5% of awarded construction cost (estimated at \$2.3M minus the SD Phase fee of \$37,425.00)	\$227,075.00
Total	\$289,200.00
Additional Tasks <i>to include but not limited to</i>	
Reimbursable Expenses	\$4,000.00
Total	\$4,000.00
Total for all Services	\$293,200.00

***Note DDs (Design Development), CDs (Construction Documents), BS (Bid Support)**

***Additional CA - \$2,500.00 for each additional month for CA past 16 months of total project schedule indicated herein.**

Any additional fees related to additional tasks not included in the base fees are to be scoped with known fee and subject to approval to proceed. Minor reimbursables will not need approval.

Reimbursable expenses for items such as postage and handling, maintenance of a web based file sharing system, and reproductions for submittals are indicated above and will be invoiced as the expenses are incurred.

Compensation for additional authorized services beyond the scope of work above shall be computed on an hourly rate basis based on the attached current billing rates for professional services and as mutually agreed upon.

Reimbursable expenses for additional services as authorized in writing will be invoiced at one point zero (1.0) times the expense incurred.

Compensation for additional authorized services beyond the scope of work above involving our consultants shall be computed as mutually agreed upon. Reimbursable expenses for additional

services involving our consultants as authorized in writing will be invoiced at one point one (1.1) times the expense incurred.

APPENDIX - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/SUBCONTRACTORS

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

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

Business Name (as shown on W9 or SAM.gov) / SAM.gov Unique Entity ID & CAGE # (Required)	City of Columbia Vendor number (Required)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract <small>(Carry two decimals)</small>	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code - See Key Below)

Key: Minority/Women Owned Business Enterprise Association Code

- | | | |
|------------------------------------|---------------------------------------|--------------------------------------|
| AF – Asian American Female | AM – Asian American Male | BF – African American Female |
| BM – African American Male | FB – Non-Minority Female Owned | HF – Hispanic American Female |
| HM – Hispanic American Male | NF – Native American Female | NM – Native American Male |

COMBINED TOTAL SUB AMOUNT \$ _____

TOTAL CONTRACT AMOUNT: \$ _____

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

Business Name: _____

Representative Name/Title: _____

Date: _____

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

1) 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 #

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 #

3) 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 #

4) 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 #

**GMK Associates Inc.
Columbia, SC**

**Professional and Technical Billing Rates
Architecture / Engineering / Interior Design**

Current Update – January 1, 2025

Staff by Discipline	Hourly Billing Rate
Principal – Architecture	\$215.00 per Hour
Principal – Engineering	\$210.00 per Hour
Principal – Interior Design	\$180.00 per Hour
Senior Project Architect	\$180.00 per Hour
Senior Project Engineer	\$180.00 per Hour
Project Manager	\$125.00 per Hour
Project Architect	\$140.00 per Hour
Project Engineer	\$140.00 per Hour
Senior Interior Designer	\$130.00 per Hour
Senior Project Estimator	\$175.00 per Hour
Cost Estimator	\$125.00 per Hour
Construction Administrator	\$105.00 per Hour
Architecture Intern	\$85.00 per Hour
Engineering Intern	\$85.00 per Hour
Interior Designer	\$95.00 per Hour
CAD/Operator Drafter	\$85.00 per Hour
CAD Graphic Specialist	\$120.00 per Hour
Clerical Support	\$60.00 per Hour

All professional and technical billing rates are for direct time only. Depending on category of staff, rates for Overtime may vary from the above rates. Computer time for preparation of documents is an Overhead expense and is factored into the above rates. All other statutory and mandatory benefits are included in the above billing rates.

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst I	\$150 - \$190
Analyst II	\$195 - \$245
Professional	\$245 - \$275
Senior Professional I	\$290 - \$355
Senior Professional II	\$380 - \$440
Senior Technical Support	\$135 - \$315
Technical Support	\$110 - \$190
Support Staff	\$100 - \$165

Effective through June 30, 2026

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract



Meeting Date: May 5, 2026
Department: Procurement and Contracts
From: Shannon Lizewski, Director

Council is asked to approve a new Construction Contract for the new Saluda River Comfort and Public Restroom Facility, as requested by the Parks and Recreation Department on February 5, 2026. Award to First Class Construction, LLC, in an amount not to exceed \$463,210.67, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date two hundred seventy (270) days from commencement. This contractor is located in Columbia, SC.

Funding Source: South Carolina Department of Parks, Recreation and Tourism Fund; General Capital Projects - Saluda River Access - Capital Project Costs (4039999-PK121003-658650). The original budget amount is \$500,000.00.

First Class Construction, LLC, is the prime and will provide construction services at 59.37% (\$218,609.67) of the total contract amount.

The following subcontractor(s) will provide additional services and/or materials:

Electric Services, Inc., located in Columbia, SC will provide electrical services at 6.33% (\$23,300.00) of the total contract amount.

Derrick Plumbing, located in Lexington, SC will provide plumbing services at 12.29% (\$45,240.00) of the total contract amount.

Thacker & Wall Service Co., located in Mount Airy, NC will provide HVAC installation services at 6.87% (\$25,300.00) of the total contract amount.

Brabham Fence Co., located in Columbia, SC will provide fencing installation services at 3.50% (\$12,875.00) of the total contract amount.

Forte Construction Group, located in Elgin, SC will provide general contracting services at 11.65% (\$42,886.00) of the total contract amount.

Background Summary: Base Bid: \$368,210.67

Contingency: \$95,000.00

Total: \$463,210.67

Attachments:

1. Saluda River restroom construction Memo
2. Saluda Riverwalk Restrooms-Compliance All in One Memo to Procurement
3. Final.ContractFirstClassConstruction Contract



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

FROM: Mr. Henry Simons, Assistant City Manager, Operations
Mrs. Shannon S. Lizewski, CPPO, NIGP-CPP
Director / Purchasing Agent for the Department of Procurement & Contracts

DATE: April 16, 2026

Subject: Recommendation for Approval
Bid025-25-26-JAH Saluda River Comfort Facility

The Department of Procurement and Contracts in coordination with Columbia Parks & Recreation Department respectfully request your review and approval of a new construction contract with First Class Construction, LCC, to build new restroom facility on the Saluda River. The total amount for construction is \$368,210.67 with \$95,000.00 in contingency for a grand total of \$463,210.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date 270 days from commencement. The construction of this facility is being funded by the South Carolina Department of Parks, Recreation and Tourism (PRT). Funding Source: 4039999-658650 Pk121003-658650.

This project includes the construction of a new public restroom facility along the Saluda Riverwalk. The restroom is strategically located to serve a high-use segment of the Riverwalk, situated in close proximity to Boyd Island and approximately one mile from the nearest existing restroom facilities at the Candi Lane entrance. The new facility will improve user comfort, support increased recreational use, and enhance overall accessibility along this portion of the greenway corridor.



City of Columbia
Inter-Office Memorandum

To: Procurement

Date: 02/10/2026

From: Office of Business Opportunities - Compliance Office

Project#: Saluda Riverwalk Restrooms

Project Type: Construction

Total Project Estimate Per Project Manager): \$750,000.00

Project Description (Per Project Manager): The purpose of this project is to build and construct new, permanent restrooms facilities along the Saluda Riverwalk in order to improve visitor convenience, support increased recreational use, and enhance the overall accessibility and user experience of the Riverwalk for residents and visitors.

Compliance Program(s) Associated with this Project: [] CD BE [] SOP [] MPP [] LBE [x] City-wide Goal

Goals for Program(s) that are Associated with this Project: 15% City-wide Goal

Compliance Approval: [x] YES

Engineer Review [x] YES

OBO Director Approval: [x] YES [] NO

Program(s) Language (items to include in the Bid / Solicitation):

The are no OBO programs assigned to this project.

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 Businesses Enterprises (SBEs), Minority-Owned Businesses Enterprises (MBEs) and Women-Owned Businesses Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, subcontractors and suppliers on its procurement and contracting offerings. A Disadvantaged Business Enterprise (DBE) is a business, which is, at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party or parties. In the case of a publicly owned business, at least fifty-one percent (51%) of the stock must be owned by and the business operated by socially and economically disadvantaged individuals.

Reviewed & Approved by: LaTonya B Germany

Date: 2/10/2026

(OBO – Compliance Department)

CONTRACT

City of Columbia, South Carolina

Name of Project: Saluda River Comfort Facility

Bid #: BID025-25-26-JAH

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **First Class Construction, LLC** with legal address and principal place of business at **126 Suber Road Suite B, Columbia, SC 29210**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. Consultant.

2.1 The Project has been designed by Drew Cheatham, who will act as Consultant in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **two hundred seventy (270)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated. There will be an additional **one hundred eighty (180)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Three Hundred Sixty-Eight Thousand Two Hundred Ten Dollars and Sixty-Seven Cents (\$368,210.67)**. This Contract also provides for an additional contingency in the amount of **Ninety-Five Thousand Dollars and Zero Cents (\$95,000.00)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

City of Columbia, SC
5/3/2021

1

ARTICLE 5. APPLICATIONS FOR PAYMENT.

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

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

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

ARTICLE 7. LIQUIDATED DAMAGES.

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Zero (\$00.00)** per day for each calendar day of delay until the Work is complete.

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

ARTICLE 8. ASSURANCE.

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

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

9.2.7 Special Provisions.

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

9.2.9 Drawings, numbered **1** through **28**, inclusive and dated **11/10/2023**.

9.2.10 Addenda number **1** to **5**, inclusive.

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

ARTICLE 10. TERMINATION.

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

ARTICLE 11. MISCELLANEOUS.

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

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

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

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

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

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

Contractor
First Class Construction, LLC

BY Steve Bross
Steve Bross, C.E.O.

(CORPORATE SEAL)

Attest Ann Mace
Ann Mace, Business Manager

Address for giving notices:

126 Suber Rd., Suite B

Columbia, SC 29210

Date: 4/10/2026

Owner
City of Columbia, SC

BY
Teresa Wilson, City Manager

APPROVED AS TO FORM
Ann Mace
Legal Department City of Columbia, SC
4/2/2026

Attest

Address for giving notices:

Department of Procurement and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

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

APPENDIX - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/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 <small>(Carry two decimals)</small>	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code - See Key Below)

Key: Minority/Women Owned Business Enterprise Association Code

- | | | |
|------------------------------------|---------------------------------------|--------------------------------------|
| AF – Asian American Female | AM – Asian American Male | BF – African American Female |
| BM – African American Male | FB – Non-Minority Female Owned | HF – Hispanic American Female |
| HM – Hispanic American Male | NF – Native American Female | NM – Native American Male |

COMBINED TOTAL SUB AMOUNT \$ _____

TOTAL CONTRACT AMOUNT: \$ _____

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

Business Name: _____

Representative Name/Title: _____

Date: _____

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

1) 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 #

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 #

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

Company Name

Physical Address

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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 #

4) 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 #

5) 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

Secondary Contact Email

Sam.gov UEID

Vendor #

6) 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

Secondary Contact Email

Sam.gov UEID

Vendor #



Meeting Date: May 5, 2026
Department: Procurement and Contracts
From: Shannon Lizewski, Director

Council is asked to approve the Purchase of Vehicles for the Solid Waste Division, as requested by the Fleet Services Division on March 24, 2026. Award to multiple vendors using the Sourcewell Cooperative Contract in the amount of \$793,728.00.

Item	Vendor and Location	Description	Procurement Method	Funding Source	Amount
a.	Carolina Environmental Systems, Inc. Kernersville, NC,	Heil Python 28 Yard Automated Side Loader Garbage Truck	Sourcewell Contract #110223-THC	Capital Replacement — Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$403,980.00.	\$403,980.00
b.	Peterbilt of Knoxville Knoxville, TN	2027 Peterbilt 520 RH Truck	Sourcewell Contract #032824-PMC	Capital Replacement — Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$389,748.00.	\$389,748.00
Total					\$793,728.00

Background Summary: Sourcewell Cooperative #110223-THC and #032824-PMC 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:

1. April 20 2026 Council Memo - Fleet Services Item 9
2. Sourcewell Contract #110223-THC
3. Updated quote Carolina Environmental System Inc.
4. Updated quote 2027 Peterbilt 520 RH Truck
5. Updated Sourcewell Contract #032824-PMC



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

FROM: Mr. Henry Simons, Assistant City Manager, Operations
Mrs. Shannon Lizewski, Department of Procurement and Contracts

DATE: April 20, 2026

SUBJECT: Recommendation for Approval for Purchase of vehicles for the City of Columbia Public Works Department as requested by the Fleet Services Division.

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

Item	Vehicle	Department	Price	Funding Source
a.	Heil Python 28 yard automated side loader garbage truck	Public Works/Solid Waste Division	\$403,980.00	Capital Replacement Program FY 2025-2026
b.	2027 Peterbilt 520 RH truck	Public Works/Solid Waste Division	\$389,748.00	Capital Replacement Program FY 2025-2026
Total Amount: \$793,728.00				

This purchase utilizes State Contract and cooperative purchase agreements for vehicles and equipment. Item (a and b) is equipment that is a capital replacement and funded from the capital lease purchase program FY25/26.

***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 \$4,000,000 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.

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

Heil Environmental

Mobile refuse collection vehicles

#110223-THC

Maturity Date: 12/28/2027

Website: heil.com/sourcewell 

Products & Services 

Products & Services

Sourcewell contract 110223-THC gives access to the following types of goods and services:

- Curotto-Can
- Rental trucks via key account partners
- Front loaders
- Rear loaders
- Automated and manual side loaders
- Multi-compartment recycling units
- 3rd eye camera systems
- Bayne premium tippers
- Soft-pack

Contact us

Carolina Environmental Systems, Inc.
306 Pineview Drive, Kernersville, NC 27284
(336) 869-9900

April 15 , 2026

Mr. Billy Bowers
Shop Manager / Fleet Services
City of Columbia
2910 Colonial Drive
Columbia , South Carolina 29203

**Reference : Heil Python 28 Eject Automated Side Loader / 2026 Mack LR
Sourcewell (Formally NJPA) Member # 84853**

Dear Mr. Bowers :

Per your request, we are pleased to quote to you the following **Heil Python 28 Yd Full Eject Automated Side Loader** per the standard factory specifications as follows :

1. Factory Mounting
- 2. Tri-Cuff Grabbers**
3. 5.2 Cubic Yd Hopper
4. 108” Lift Reach
5. Street Side Access Door with Step and Grab
6. Under Hopper Liquid Sump
7. Body Props
8. Tailgate Props
9. Fully Automatic Shur-Lock Tailgate Locks
10. OIGAI Front Tandem Vane Pump
11. Chassis Frame Mounted Oil Tank w/ Temp Gauge and Shut Off
12. 3 Micron Return Line Filter
13. 100 Mesh Suction Line Strainer
14. In-Cab Packing Controls / Electric-Air
15. In-Cab Controls for Tailgate
16. IFM Controller “In Sight “ Diagnostic Display / Lift Cycle Counter
17. Select –O-Pack
18. Auto Lift
19. Arm Rest
20. Back – Up Alarm
21. LED Center Mounted Brake Light
22. LED Duplicate High and low mount stop , Turn and Tail Lights
23. LED Mid Body Turn Signals
24. LED Federal # 108 Clearance and Reflector Lights

- 25. ICC Reflective Tape
- 26. Rear Mud Flaps
- 27. Rear Underride Guard
- 28. Rear Camera Bracket and Floodlights
- 29. Body Undercoating
- 30. Cavity Coat and Joint Sealer
- 31. Remote Packer Lube Kit
- 32. Safety Triangle Kit
- 33. Dupont Paint -One Color-Blue # N3056HN / Cab + Chassis : White**
- 34. Hopper Lift and Grabber Worklight Kit**
- 35. Smart Lights**
- 36. Hopper Hood**
- 37. Body Side Backing Assist Lights**
- 38. 20 # Fire Extinguisher**
- 39. Tool Box @ Bumper**
- 40. Rear Caution Decal Kit – Lower Tailgate**
- 41. 3rd Eye Camera @ Tailgate + Monitor**
- 42. 3rd Eye Camera @ Grabber**
- 43. 3RD Eye Camera - Hopper**
- 44. 12 Month Body**
- 45. Fender Extension Kit**
- 46. Black external cylinders + bolt-on components black.**
- 47. Sump Chutes**
- 48. Freight

1. Heil Python 28 Yd Full Eject / 2026 Mack LR..... \$ 403,980.00 / Ea.

We currently have 2026 Mack LR's at the HEIL plant It will take approximately 60-75 Days to ship the complete truck to CES-Greenville for PDI. Please add approximately one week for PDI + final delivery to the City of Columbia, SC.

Please know that all stock ready trucks and ordered trucks are quoted subject to prior sale.

The current steel sur-charge and tariff is included in the above quote. Please know that should anything change with regard to sur-charge , tarriff's or supply chain issues , your price could possibly change before final delivery is made.

In addition , our standard terms of **Full Net Invoice / Delivery** will also apply.

The South Carolina state sales tax of \$500.00 per truck is not included in the above price and should be paid by the City of Columbia , SC to the DMV when licensing the vehicle.

The enclosed pricing is based on the Heil Environmental contract that is currently in place with SOURCEWELL (Formally NJPA) per contract # 110-223 THC for the truck and body.

We thank you for this opportunity and we look forward to hearing from you soon should there be any questions

Kindest Regards ,

Chip Taylor

Chip Taylor
Carolina Environmental Systems, Inc.

Mobile : (803) 238-3590

E-Mail : chiptaylor@sc.rr.com

Accepted By: _____


Date Accepted: _____

Note : For cylinders and component parts blue add \$ 4,320.00 per truck.

Note : For Radar system @ rear add \$ 2,225.00

Note : For remote RH controls under seat add \$ 2,445.00

Note : Mack LR serial number : 1M2LR2GC0T012687

		225 Rolling Meadows Lane West Columbia, SC 29172 Cole Suttle (803)240-1413 csuttle@thepetestore.com		Sourcewell Pricing Per Peterbilt Motors Company Contract # 060920-PMC	
Date: 4/15/2026		PO #		Member # 66248	
Customer: City Of Columbia		End User:			
Bill To: Billy Bowers		Ship to:			
Address: 2910 Colonial DR.		Address:			
Phone:		Phone:			
Email: william.bowers@columbiasc.gov		Email:			
Item #	Description	Qty	Unit Price	Discount	Price
1	2027 Peterbilt 520 RH with MX11 400HP Engine and 4500 RDS Allison Transmission	1	\$ 302,946	25.00%	\$ 227,210
3	Chassis Floor Plan	150	\$ 40		\$ 6,000
2	Fuel Surcharge	1	\$ 550		\$ 550
4	5YR/200K AFT	1	\$ 1,250		\$ 1,250
5	Fuel, Delivery & Training	1	\$ 1,840		\$ 1,840
6	5YR/200K ENG	1	\$ 2,401		\$ 2,401
7	2YR Allison EXT	1	\$ 1,183		\$ 1,183
8	1 YR Towing	1	\$ 380		\$ 380
9	G-S Product 29 CU YD Collectstar	1	\$ 157,781		\$ 157,781
10	Discount	1	\$ (10,000)		\$ (10,000)
11					\$ -
12					\$ -
ANY CHANGES TO THE CHASSIS AND/OR THE BODY COMPANY DESTINATION MUST BE MADE 90 DAYS BEFORE THE SCHEDULED BUILD DATE!! ANY CHANGES MADE INSIDE THE 90 DAY PERIOD ARE SUBJECT TO PETERBILT CHANGE ORDER FEES.				Invoice Subtotal	\$ 388,595
BOTH PAGES OF THIS ORDER COMPRISE THE ENTIRE AGREEMENT AFFECTING THIS PURCHASE. PURCHASER AGREES THAT THIS ORDER INCLUDES ALL OF THE TERMS AND CONDITIONS ON BOTH THE FACE AND REVERSE/SIDE HEREOF THAT THIS ORDER CANCELS AND SUPERSEDES ANY PRIOR AGREEMENT AS OF THIS DATE HERE OF COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT RELATING TO THE SUBJECT MATTERS COVERED HEREBY AND THAT THE PURCHASER BY HIS EXECUTION OF THIS ORDER ACKNOWLEDGES THAT HE HAS READ ITS TERMS AND CONDITIONS AND AGREES TO THE SAME AND HAS RECEIVED A TRUE COPY OF THIS ORDER. THERE IS NO AGREEMENT, GUARANTEE, OR WARRANTY OF MERCHANTABILITY OR OTHERWISE, VERBAL OR WRITTEN, EXPRESSED OR IMPLIED, EXTENDING BEYOND THE DESCRIPTION OF THE GOODS ON THE PAGE OF THIS AGREEMENT.				Business Fees	\$ 855
				The Pete Store Processing Fees	\$ 299
				Sub Total	\$ 389,748
Estimated delivery for the chassis would be the first half of 2024. Delivery dates may change due to high demand for available units. Pricing is subject to additional surcharges and/or increases from Peterbilt and/or the body upfitter. Unless otherwise stated, the chassis includes 30 days of floorplan with this quote.				Deposit Received	
				TOTAL	\$ 389,748

ADDITIONAL CONDITIONS OF SALE

It is further understood and agreed that the order on the reverse side hereof is subject to the following terms and conditions:

DISCLAIMER OF CONSEQUENTIAL DAMAGES: In the event of any civil action by Purchaser against Dealer or Manufacturer. Customer shall not be entitled to recover any consequential damages as defined in the Uniform Commercial Code, as enacted in the state where Dealer is located, including but not limited to, loss of profits and down time.

WARNING: Air Leaf/Air Trac with tracking rod suspension, which has a ride height approximately 2.4 inches higher than that of the low air leaf suspension, is generally not suitable for high cube/low frame height applications. Customer should verify its height requirements and specify the low air leaf suspension when a lower frame height is required.

Any warranties on the product(s) sold hereby are those made by manufacturer. Any printed manufacturer's warranty delivered to customer with said product(s) is a contract solely between manufacturer and customer and is not a part of the sale or bargain between customer and dealer. Except for any such warranty made by manufacturer, said product(s) are sold on an "as is, where basis, in lieu of all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, each of which are expressly disclaimed.

Placement of any customer's deposit into dealer's account shall not mean that dealer has accepted this order. This order shall not become binding upon dealer, until accepted by dealer's authorized representative. A list of authorized representatives may be obtained, by request sent to the address listed herein.

1. **PARTIES TO ORDER; DEFINITIONS.** As used in this Order, the terms: (a) "Dealer" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto only by its acceptance hereof; (b) "Customer" shall mean the party executing this Order as such on the face hereof; (c) "Manufacturer" shall mean the Corporation that manufactured the Product, it being understood by Customer and Dealer that Dealer is in no respect the agent of Manufacturer. That Dealer and Customer are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to the Product; (d) "Product" or "Products" shall mean the new and/or used vehicle or vehicles or other products, which are being purchased by Customer, as set forth in this Order.

2. **CHANGES BY MANUFACTURER; EFFECT ON ORDER.** Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice, in the event the price to Dealer of motor vehicles of the series and style ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Customer. Dealer reserves the right to change the cash delivered price of such motor vehicle to Customer accordingly. If such cash delivered price is increased by Dealer, Customer may, if dissatisfied there with, cancel this Order, in which event if a motor vehicle has been traded in as a part of the consideration for such motor vehicle, such used motor vehicle shall be returned to Customer upon payment of a reasonable charge for storage and repairs (if any) or, if such used motor vehicle has been previously sold by Dealer, the amount received therefore, less a selling commission of 15% and any expenses.

3. **REAPPRAISAL OF USED MOTOR VEHICLE.** If the used motor vehicle which has been traded in as a part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery to Customer of such motor vehicle, the used motor vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance therefore shown on the front of this Order, Customer may, if dissatisfied therewith, cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Customer and surrender of the used motor vehicle to Dealer.

4. **DELIVERY OF USED MOTOR VEHICLE BY CUSTOMER- CUSTOMER WARRANTY OF TITLE.** Customer agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Customer warrants any such used motor vehicle to be his properly and free and clear of all liens and encumbrances except as otherwise noted herein.

5. **REFUSAL OF ACCEPTANCE OF MOTOR VEHICLE; RIGHTS OF DEALER.** Unless this Order shall have been cancelled by Customer under and in accordance with the provisions of paragraph 2 or 3 above, Dealer shall have the right, upon failure or refusal of Customer to accept delivery of any product ordered hereunder and to comply with the terms of this Order, or upon the existence of circumstances, which provide Dealer with a reasonable basis for believing Customer intends to breach its obligations under this Order; to exercise any and/or all of the following remedies: cancel this Order; retain any cash deposit made by Customer; in the event a used motor vehicle has been traded in as a part of the consideration for the product ordered hereunder, sell such used motor vehicle and reimburse itself out of the proceeds of such sale for the expenses specified in Paragraph 2 above and for such other expenses and losses as Dealer may incur or suffer as a result of order cancellation.

6. **DELAY OR FAILURE IN DELIVERY; LIMITATION OF DEALER LIABILITY.** Dealer shall not be liable for failure to deliver or delay in delivering any product covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control or is without the gross negligence or intended misconduct of Dealer.

7. **LIABILITY FOR TAXES.** The price for the product specified on the face of this Order includes reimbursement for Federal Excise taxes, but does not include sales taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use of occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof. Purchaser is responsible for federal excise tax on add-ons purchased after date of truck sale.

8. **DEFAULT — NEW & USED VEHICLE -** In the event of default, which includes, but is not limited to (1) Purchaser's check is returned without payment; (2) promissory note not timely paid; (3) trade-in vehicle not delivered to dealer; (4) trade-in title not delivered unencumbered; (5) failure to cooperate and sign documents; and/or (6) failure or refusal of Purchaser to accept delivery of the motor vehicle ordered here-under, Dealer shall be entitled, at its discretion, to the choice of remedies in this Agreement, which may be used separately or together, including (1) cancel purchase order; (2) repossess vehicle without notice; (3) rescind the sales transaction; (4) seek collection the amounts due; and/or (5) retain as liquidated damages any cash payment made by Purchaser, and in the event a used motor vehicle has been traded in as a part of the consideration for the motor vehicle ordered hereunder, to sell such used motor vehicle and reimburse himself out of the proceeds of such sale for any actual damages suffered by Dealer as a result of such default. Dealer shall be entitled to recover from Purchaser for an event of default costs for repossession/collection, reasonable interest plus reasonable attorney's fees. Any waiver of all or part of a remedy is not a continuing waiver.

9. **DOCUMENTS -** Purchaser agrees to cooperate and execute all documents required by Dealer to complete the sale/lease of a vehicle. Default provisions of paragraph 8 apply for failure. In the event the Buyer's Order must be retyped or changed, purchaser agrees to execute a new Buyer's Order so long as there is not a material change in the terms agreed upon.

10. **CASH TRANSACTION —** In the case of a cash transaction, title to the ordered vehicle shall not pass to the Purchaser until the Dealer shall have received, in cash, the full amount of the unpaid balance. However, the Dealer may, at its discretion, pass title to the ordered vehicle prior to receipt of the full amount of the Unpaid Balance. The passing of title prior to receipt of the full cash amount of unpaid balance shall not relieve purchaser's obligation to pay, in full, the Unpaid Balance as shown on the reverse side hereof, in the event that the transaction covered the order is not a cash transaction, Purchaser agrees to execute before or at the time of delivery of the ordered vehicle, such conditional sales contracts and other instruments be required by Dealer.

11. **SECURITY AGREEMENT --** Purchaser hereby grants Dealer, its successors and assigns, a security interest in the motor vehicle, equipment and accessories to be purchased pursuant to this agreement and such security interest shall remain in effect until all sums due hereunder have been paid in full.

12. **ESTIMATES —** Any amount marked as an "estimate" on this agreement is based on the best information available to the Dealer and is subject to change when the true amount is determined.

13. **USED VEHICLE DISCLOSURE --** The information you see on the window form for this vehicle is part of this contract/order. Information on the window form overrides any contrary provisions in the contract/order of sale. Under Virginia law, the failure to provide the Buyer's Guide required by Federal Law or an "As Is" Sale Disclosure may subject the dealer to a civil penalty of no more than \$1,000 and may allow buyer to cancel the sale within 30 days.

14. Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

15. If you are financing this vehicle, please read this notice: you are proposing to enter into a retail installment sales contract with the dealer. Part of your contract involves financing the purchase of your vehicle. If you are financing this vehicle and the dealer intends to transfer your financing to a finance provider such as a bank, Credit union or other lender, your vehicle purchase depends on the finance provider's approval of your proposed retail installment sales contract. If your retail installment sales contract is approved without a change that increases the cost or risk to you or the dealer, your purchase cannot be cancelled, if your retail installment sales contract is not approved, the dealer will notify you verbally or in writing. You can then decide to pay for the vehicle in some other way or you or the dealer can cancel your purchase. If the sale is cancelled, you need to return the vehicle to the dealer within 24 hours of verbal or written notice in the same condition it was given to you, except for normal wear and tear. Any down payment or trade-in you gave the dealer will be returned to you. If you do not return the vehicle within 24 hours of verbal or written notice of cancellation, the dealer may locate the vehicle and take it back without further notice to you as long as the dealer follows the law and does not cause a breach of the peace when taking the vehicle back. If the dealer does not return your down payment and any trade-in when the dealer gets the vehicle back in the same condition it was given to you, except for normal wear and tear, the dealer may be liable to you under the Virginia consumer protection act."

Signed By: _____ Date: _____

Signature _____ Date _____

Printed Name: _____ Title: _____

AUTHORIZED REPRESENTATIVE OF THE DEALERSHIP

THIS ORDER IS NOT VALID UNLESS SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE DEALERSHIP.



[Register](#)

Peterbilt

Cab and chassis, vocational and medium-duty trucks, class 6, 7, and 8

#032824-PMC

Maturity Date: 7/9/2028

- [Products & Services](#)
- [Buy Sourcewell](#)
- [Documents](#)
- [Contact Information](#)

Products & Services

Sourcewell contract 032824-PMC gives access to the following types of goods and services:

- Trucks and tractors
- Class 5, 6, 7, and 8 (26,000-80,000 lbs.+ GVW)
- Multitude of configurations
- Electric Vehicles: class 6-8
- Dump trucks
- Vacuum trucks
- Refuse trucks
- Hook lift trucks

- Roll-off trucks
- Flat-bed trucks
- Heavy-haul tractors
- Plow trucks

Locate your local dealer or representative [↗](#)

(nongovernment site)

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

Buy Sourcewell

Login to unlock more contract features.

Username



Meeting Date: May 5, 2026
Department: Procurement and Contracts
From: Shannon Lizewski, Director

Council is asked to approve Contract Amendment #6 for Project SS7568; a Construction Manager At-Risk Project for Saluda River Force Main Extension, as requested by Columbia Water on March 13, 2026. Award to McClam & Associates, Inc., in an amount not to exceed \$135,000.00. The current term of the contract ends on June 30, 2026 and this amendment extends the contract to June 30, 2027. This firm is located in Little Mountain, SC.

Funding Source: Water and Sewer Capital Projects - Saluda River Force Main Extension - Capital Projects Cost (5529999-SS756801-658650). The current budget amount is \$11,996,486.01. The budget amount for this amendment is \$135,000.00. The total revised budget amount is \$12,131,486.01.

Background Summary: The purpose of this project is to provide CMAR services for the extension of the Saluda River Force Main across the Saluda River and upsize a portion of the gravity sewer downstream of the new force main outfall. The purpose for this amendment will be to add additional preconstruction services to the CMAR Task 1 for the GMP 2 Pedestrian Bridge that was not foreseen at the beginning of the project.

Attachments:

1. Prof. Svcs. PM CC Memo SS7568 CA#6 Saluda FM Ext.
2. OBO Memo SS7568 Construction Manager At-Risk Project for Saluda River Main Extension
3. CA#6 SS7568 Saluda River FM Ext. GMP2 CMAR - McClam P190862 C000326
4. SS7568 Cost Change Details - Final Saluda River FM Ext. GMP2 CMAR - McClam P190862 C000326
5. SS7568 Site Map



We Are Columbia

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

FROM: Mr. Clint Shealy, Assistant City Manager, Columbia Water
Ms. Shannon Lizewski, Director of Procurement and Contracts/Purchasing Agent

DATE: May 5, 2026

Subject: Recommendation for Approval
Amendment No. 6 – McClam & Associates Inc.
SS7568 – Saluda River Force Main Extension

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the Contract Amendment No. 6 with McClam & Associates Inc. to provide funding for unforeseen additional effort during final design of the pedestrian bridge and force main extension. The amount of Contract Amendment No. 6 is \$135,000.00.

The purpose of this project is to extend the Saluda River Force Main across the Saluda River and upsize a portion of the gravity sewer downstream of the new force main outfall.

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.



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: April 23, 2026

Subject: Contact Amendment No. 6- Construction Manager At-Risk Project for
Saluda River Main Extension (SS7568) CDBE

This is a CMAR project with a 7% Columbia Disadvantaged Business Enterprise (CDBE) goal. McClam & Associates, Inc. committed to met at least 50% of the 7% CDBE goal with 3.5% CDBE participation on this project.

Per the project manager, McClam & Associates, Inc. is providing CMAR services, which includes pre-construction (design) as well as construction services. Pre-construction services provided by McClam do not have any OBO programs associated with them; therefore, this phase (Phase I) of the project does not include CDBE requirements. The next phase (Phase II) of the project will include construction services and the CDBE participation requirement. This approval does not require the completion of the Implementation Plan Addendum (IPA) form due to the nature of this amendment.

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

Contract Amendment #6

SS7568 Pre-Construction & CMAR Services for Saluda River Force Main Extension
RFP012-20-21
McClam & Associates Inc.

April 7, 2026

Description of Change: Request change in Agreement for Construction Manager as Constructor between the City of Columbia (City/ Owner) and McClam & Associates Inc. (Construction Manager) executed August 18, 2021 (Agreement) to extend the Agreement from July 1, 2026 to June 30, 2027 and provide funding for additional preconstruction services for Saluda River Force Main GMP2 Pedestrian Bridge.

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 7, 2021 to September 6, 2022; Purchase Order# P190862):	\$120,000.00
Contract Amendment #1 (Time Extension from September 7, 2022 to September 6, 2023; Purchase Order P190862):	\$00.00
Contract Amendment #2 (Funding Increase; Time Extension from September 7, 2023 to July 31, 2024; Purchase Order# P190862)	\$11,741,486.01
Contract Amendment #3 (Funding Increase; Time Extension from August 1, 2024 to June 30, 2025; Purchase Order# P190862):	\$135,000.00
Contract Change Order #4 GMP1 (Time Extension; <i>Substantial Completion</i> from August 2, 2024 to October 1, 2024; <i>Final Completion</i> from August 30, 2024 to October 29, 2024; Purchase Order# P190862):	\$00.00
Contract Amendment #5 GMP 2 (Time Extension from June 30, 2025 to June 30, 2026; Purchase Order# P190862):	\$00.00
Current Contract Amount:	\$11,996,486.01
This Contract Amendment #6 GMP 2 (Funding Increase; Time Extension from July 1, 2026 to June 30, 2027; Purchase Order# P190862)	\$135,000.00
Revised Contract Amount:	\$12,131,486.01

This Change is Acceptable:

Name of Firm

McClam & Associates Inc.

Robert C McClam
Print Name

[Signature]
Signature

4-16-26
Date

City of Columbia

Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM
[Signature]
Legal Department City of Columbia, SC

4/15/2026

COST CHANGE AMENDMENT DETAILS

Contract Amendment #6
PROJECT NAME: Saluda River FM Extension
CIP NUMBER: SS7568

The SS7568 Saluda River FM Extension project has been split into two phases, GMP1 and GMP2, to accommodate design of a pedestrian bridge supporting the force main in collaboration with the City of West Columbia. This contract amendment includes funding for additional preconstruction services for GMP2 which occurred following original completion of the 60% design stage and were previously unforeseen.

I. SCOPE ADDITION/DELETION

McClam & Associates will continue to provide preconstruction services for GMP 2, including all work items previously described in Contract Amendment #3. Additional services completed and/or anticipated as a result of revisions to the 60% design submittal include the following:

- Two additional cost estimates beyond the three cost estimates included in CA3.
- To date an additional 12 design meetings beyond the six originally budgeted, with an additional eight meetings anticipated through design completion and establishment of GMP2 (20 additional meetings included with this amendment).
- One additional VE/ constructability review associated with redesigned 60% plans
- Additional risk management with new set of 60% plans
- New schedule associated with the redesigned 60% plan review and estimate.
- Additional construction management plan with new 60% plans.
- Several additional site meetings with City Parks and Recreation Department as well as Dominion Energy in order to secure access.
- Meeting with Mr. Cooper to layout and help acquire land for the new layout.
- Additional time spent meeting with our subconsultant Palmetto Bridge infrastructure.

II. COMPENSATION

The new contract values based on the above recommended changes are presented below (Not-to-Exceed):

Task Number	Task Title	Original Contract	Previous Amendments	Current Amendment	New Contract Value
Task 1	Preconstruction Services	\$120,000	\$135,000	\$135,000	\$390,000
Task 2	GMP 1 Construction Services	\$0	\$11,741,486.01	\$0	\$11,741,486.01
Total Fee		\$120,000.00	\$11,876,486.01	\$135,000.00	\$12,131,486.01

III. SCHEDULE

Contract Amendment #5 previously extended the expiration date for this contract to June 30, 2026. As part of this Contract Amendment #6, the contract expiration date is requested to be revised to June 30, 2027, at which time GMP2 preconstruction services will be complete and GMP2 construction will be underway.

IV. SUBCONSULTANT FIRM INFORMATION

Subconsultant information provided below applies to Task 1 Preconstruction Services only and does not apply to Task 2 GMP1 Construction Services. Task 2 GMP1 Construction Services subcontractor involvement was previously tracked through the CDBE program.

	Task 1 Contract Amount	Palmetto Bridge	% of Task 1 Contract Amount
Original Contract	\$120,000.00	\$0.00	0.0%
CA#1	\$0.00	\$0.00	0.0%
CA#2	\$0.00	\$0.00	0.0%
CA#3	\$135,000.00	\$0.00	0.0%
CA#4	\$0.00	\$0.00	0.0%
CA#5	\$0.00	\$0.00	0.0%
CA#6 (This amendment)	\$135,000	\$0.00	0.0%
New Task 1 Contract Amount	\$390,000.00	\$0.00	0.0%

COST CHANGE AMENDMENT DETAILS

Contract Amendment #6
PROJECT NAME: Saluda River FM Extension
CIP NUMBER: SS7568

The SS7568 Saluda River FM Extension project has been split into two phases, GMP1 and GMP2, to accommodate design of a pedestrian bridge supporting the force main in collaboration with the City of West Columbia. This contract amendment includes funding for additional preconstruction services for GMP2 which occurred following original completion of the 60% design stage and were previously unforeseen.

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- Two additional cost estimates beyond the three cost estimates included in CA3.
- To date an additional 12 design meetings beyond the six originally budgeted, with an additional eight meetings anticipated through design completion and establishment of GMP2 (20 additional meetings included with this amendment).
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Total Fee		\$120,000.00	\$11,876,486.01	\$135,000.00	\$12,131,486.01

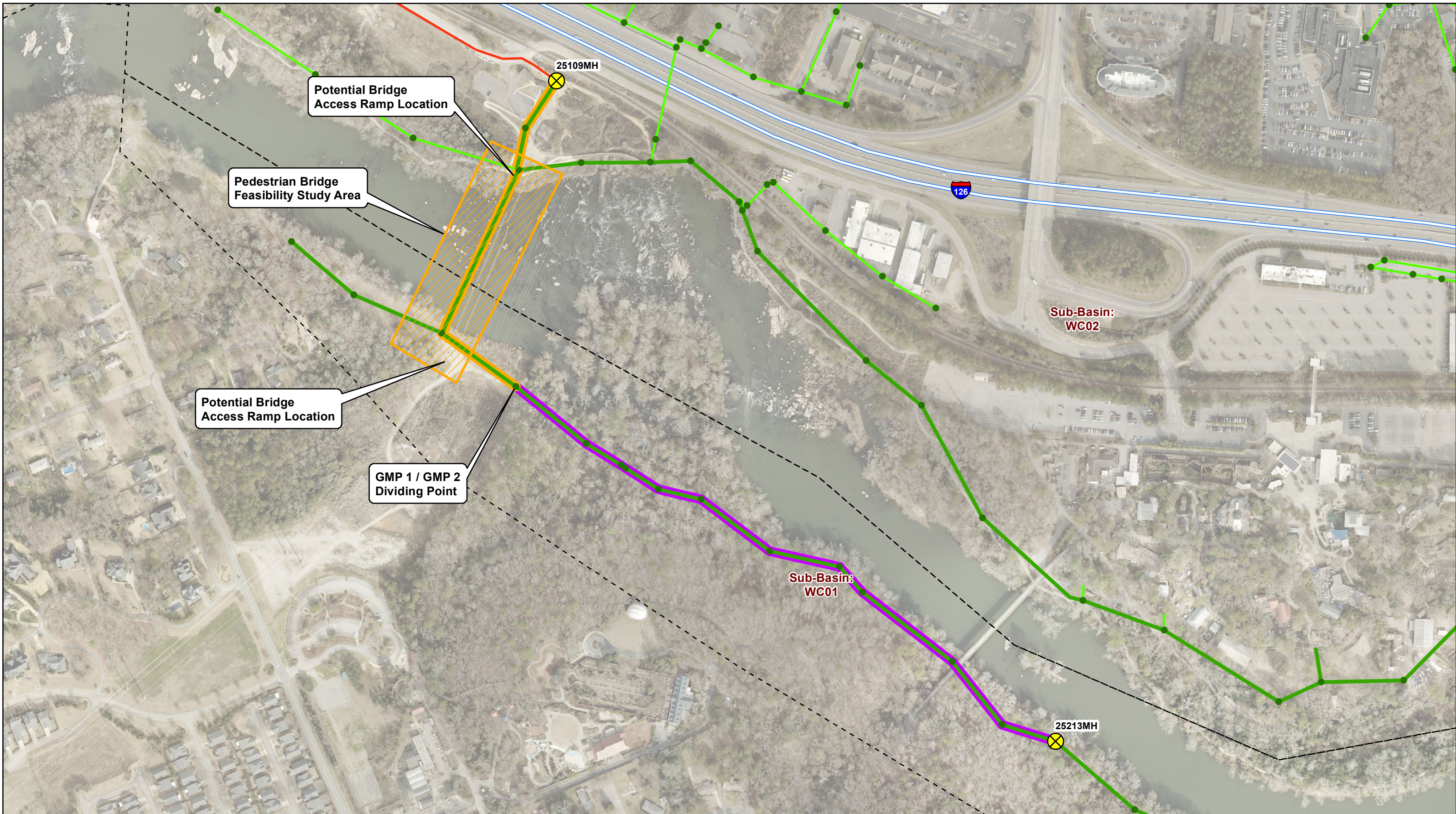
III. SCHEDULE









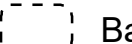
Contract Amendment #5 previously extended the expiration date for this contract to June 30, 2026. As part of this Contract Amendment #6, the contract expiration date is requested to be revised to June 30, 2027, at which time GMP2 preconstruction services will be complete and GMP2 construction will be underway.


IV. SUBCONSULTANT FIRM INFORMATION

Subconsultant information provided below applies to Task 1 Preconstruction Services only and does not apply to Task 2 GMP1 Construction Services. Task 2 GMP1 Construction Services subcontractor involvement was previously tracked through the CDBE program.

	Task 1 Contract Amount	Palmetto Bridge	% of Task 1 Contract Amount
Original Contract	\$120,000.00	\$0.00	0.0%
CA#1	\$0.00	\$0.00	0.0%
CA#2	\$0.00	\$0.00	0.0%
CA#3	\$135,000.00	\$0.00	0.0%
CA#4	\$0.00	\$0.00	0.0%
CA#5	\$0.00	\$0.00	0.0%
CA#6 (This amendment)	\$135,000	\$0.00	0.0%
New Task 1 Contract Amount	\$390,000.00	\$0.00	0.0%



	SS7568 Manholes		Sewer Pressurized Main		Sewer Manhole
	GMP 2		Sewer Gravity Mains (>= 15")		SS7568 Study Area
	GMP 1		Sewer Gravity Main		Basin Boundary

N

 1 inch = 300 feet
 0 100 200 400
 Feet

**SS7568 Saluda River
 Force Main Extension
 GMP 1 & GMP 2
 Overview**
 Prepared For: Columbia Water



Meeting Date: May 5, 2026
Department: Procurement and Contracts
From: Shannon Lizewski, Director

Council is asked to approve Contract Amendment #6 for Project SS7568; Professional Services for Saluda River Force Main Extension, as requested by Columbia Water on April 2, 2026. Award to Stantec Consulting Services, Inc., in an amount not to exceed \$254,008.00. The current term of the contract ends on June 30, 2026 and this amendment extends the contract to June 30, 2028. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Saluda River Force Main Extension - Capital Projects Costs (5529999-SS756801-658650). The current budget amount is \$1,909,449.00. The budget amount for this amendment is \$254,008.00. The revised budget amount is \$2,163,457.00.

This is a Mentor Protégé Program project. Stantec Consulting Services, Inc. is the Mentor and will provide design, survey, permitting, and project coordination services at 94.14% (\$239,113.00) of the amendment amount.

Chao and Associates Inc., a Minority Business Enterprise, located in Columbia, SC is the protégé and will provide assistance with surveying at 5.86% (\$14,895.00) of the amendment amount. The protégé participation for the overall project will be 22.33%.

Background Summary:

Attachments:

1. CC Memo CA#6 SS7568 Saluda River FM Ext.-Stantec
2. OBO Memo Item SS7568 Saluda River Force Main Extension- MPP
3. CA#6 SS7568 Saluda River FM Ext.-Stantec



We Are Columbia

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

FROM: Mr. Clint Shealy, Assistant City Manager, Columbia Water
Mrs. Shannon Lizewski, Director of Procurement and Contracts/Purchasing Agent

DATE: May 5, 2026

Subject: Recommendation for Approval
Amendment No. 6 – Stantec Consulting Services, Inc.
SS7568 – Saluda River Force Main Extension

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the Contract Amendment No. 6 with Stantec Consulting Services, Inc. to provide funding for unforeseen additional effort during final design of the pedestrian bridge and force main extension. The amount of Contract Amendment No. 6 is \$254,008.00

The purpose of this project is to extend the Saluda River Force Main across the Saluda River and upsize a portion of the gravity sewer downstream of the new force main outfall.

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.



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: April 23, 2026

Subject: Contract Amendment #6- Saluda River Force Main Extension
(SS7568) MPP

The original project contract amount was \$446,350.00. The original amount received by the protégé was \$89,300.00 or 20.01% of the original contract amount. The revised total contract amount is \$2,163,457.00 and the protégé will receive \$483,092.46 or 22.33% of the revised total contract amount.

The protégé participation on this contract amendment is 5.86% and the protégé participation for the overall project will be 22.33%. There is only two (2) potentially impacted structures that will need field survey and elevation certificates developed by the protégé for this contract amendment.

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 #6

SS7568 Saluda River Force Main Extension

RFQ011-16-17-NMJ

Stantec Consulting Services, Inc.

April 06, 2026

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Stantec Consulting Services, Inc. (Engineer) executed December 3, 2020 (Agreement) to extend the agreement from July 1, 2026 to June 30, 2028 and to provide funding for project closeout, evaluation and design phase administration, CMAR coordination, survey and utility mapping, final design, CLOMR application package preparation, permits and property services..

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

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Term December 11, 2020 – June 10, 2023; Purchase Order# P187179):	\$446,350.00
Contract Amendment #1 (Cost Increase/Addition; Purchase Order# P187179):	\$92,595.00
Contract Amendment #2 (Time Extension from June 11, 2023 to June 1, 2025; Purchase Order# P187179):	\$00.00
Contract Amendment #3 (Contract Increase/Addition; Purchase Order# P187179):	\$1,269,031.00
Contract Amendment #4 (Contract Increase/Addition; Purchase Order# P187179):	\$101,473.00
Contract Amendment #5 (Time Extension from June 2, 2025 to June 30, 2026; Purchase Order# P187179):	\$00.00
Current Contract Total:	\$1,909,449.00
This Contract Amendment #6 (Cost Increase; Time Extension from July 1, 2026 to June 30, 2028; Purchase Order# P187179):	\$254,008.00
Revised Contract Amount:	\$2,163,457.00

This Change is Acceptable:

Name of Firm

Stantec Consulting Services, Inc.

Bret A. Lavey

Print Name

Bret A. Lavey
Signature

10 April 2026

Date

City of Columbia

Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM
[Signature]
Legal Department City of Columbia, SC
4/10/2026



OBO MPP Change Order/Amendment Implementation Plan Addendum

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

OBO Verification	Contract/Change Order Amount	Mentor Amount	Mentor Percentage	Protégé Amount	Protégé Percentage	Subcontractors /Subconsultants Amount	Subcontractors /Subconsultants Percentage
Original Contract: *excluding contingency	\$ 446,350.00	\$ 357,050.00	79.99 %	\$ 89,300.00	20.01 %	\$ 0	0 %
CO# 1:	\$ 92,595.00	\$ 56,020.54	60.5 %	\$ 36,574.46	39.5 %	\$ 0	0 %
CO# 2:	\$ 0	\$ 0	0 %	\$ 0	0 %	\$ 0	0 %
CO# 3 :	\$ 1,269,031.00	\$ 1,028,181.00	81.02 %	\$ 240,850.00	18.98 %	\$ 0	0 %
CO# 4 :	\$ 101,473.00	\$ 0	0 %	\$ 101,473.00	100 %	\$ 0	0 %
CO# 5 :	\$ 0	\$ 0	0 %	\$ 0	0 %	\$ 0	0 %
CO# _ :	\$	\$	%	\$	%	\$	%
This Change Order: (Increase)	\$ 254,008.00	\$ 239,113.00	94.14 %	\$ 14,895.00	5.86 %	\$ 0	0 %
Revised Contract: *excluding contingency	\$ 2,163,457.00	\$ 1,680,364.54	77.67 %	\$ 483,092.46	22.33 %	\$ 0	0 %

MPP Project #/Name: SS7568 Saluda River Force Main Extension

Change Order #: 06 (Ex: 01, 02)

Change Order/Amendment Amount: \$ 254,008.00

Amendment Justification: Provided Below; or Attach (*Justification must include a statement as to why the services could not be completed under the current timeframe or approved funding*): Yes No

Change Order/Amendment Type:

1. Time Extension – New End Date: June 30,2028 (Please sign & return form if no cost)
2. Change of Subcontractor: _____ (Please provide reason below for the change, have Mentor and Protégé sign off & return form)

3. Funding Increase – Amount (Please continue on to questions A & B below)
4. Funding Decrease – Amount (Please continue on to questions A & B below)

A. Will protégé be performing any work within this change order? Yes No (If no, skip to B)
 - Amount of Change Order/Amendment to be received by the protégé: \$ 14,895.00

- Please indicate the services the protégé will be providing for this change order/amendment (in box below):

Attached in document titled, "Cost Change Amendment Details - Contract Amendment #6"

- B. If Protégé will not be providing any services on this change order/amendment, please indicate why in the box below:

n/a

5. Revised scope of work

Attached in document titled, "Cost Change Amendment Details - Contract Amendment #6"

By signing below, all parties agree to the information submitted in this document. Additionally, the protégé also agrees that they have received notification of the referenced change order/amendment for this project and were given the opportunity to provide services.

EXECUTED by _____ (Mentor Firm) this 3rd day of March 2026.
 By: Ike Erdogan Title: Principal
 Firm Name: Stantec

EXECUTED by _____ (Protégé Firm) this 26 day of February 2026.
 By: T. David Chao Title: President
 Firm Name: Chao and Associates, Inc.

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase and time extension contract amendment. The original project contract amount was \$466,350.00. The original amount received by the protégé was \$89,300.00, or 20.01% of the total contract amount. The revised project contract amount, to include previous amendments and the current amendment, is \$2,163,457.46. The protégé will receive \$483,092.46 or 22.33% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this 4th day of March, 2026.

By: LaTonya B Germany Title: Program Compliance Specialist

*This information is only required if the amendment is greater than \$50,000, and the amendment must be approved by the City Council.

COST CHANGE AMENDMENT DETAILS

Contract Amendment #6
PROJECT NAME: Saluda River Force Main Extension
CIP NUMBER: SS7568

I. SCOPE ADDITION/DELETION

The following tasks have been requested for a budget update due to additional work that needs to be completed.

TASK 1000 – Project Closeout

Additional Task: New Zoo Access Road Permitting Review and As-Built Survey

General

The Consultant evaluated the permitting requirement for the new Zoo Maintenance access road and ultimately determining if the existing crossing would trigger 404/401 permits. This determination is separate from the permitting scope related to the Saluda Pedestrian Bridge. The Consultant already completed this evaluation with a site visit and permitting review and determined the 404/401 would not be triggered. Chao surveyed the new access road and is incorporated into the as-built drawings for GMP#1.

Additional Change Order Fee for this Task:

<i>Permitting Review</i>	<i>\$4,740.00</i>
<i>Additional Survey* (See Chao Invoice#397118-25)</i>	<i>\$3,000.00</i>
CHANGE ORDER	\$7,740.00

*A small portion also covers the additional manhole invert elevation.

TASK 3100/Task 2600 Additional Services: CLOMR Application Package Preparation

No-Rise model is included in the Task 2500 scope, however the CLOMR application package and fees associated with this application are not included. As a result of the preliminary meetings with the City of Columbia, Richland County and Lexington County, it is concluded that CLOMR application will have to be submitted since effectively any rise above 0.00” requires a CLOMR per the City’s Floodplain development team.

After the model is completed and reviewed with the Owner’s Advisor and the City, one round of comments will be incorporated (Task 2500). The Consultant shall prepare and submit the CLOMR application to the City of Columbia, Lexington County and FEMA. For

this application, the following will be prepared in addition to what is already completed under Task 2500 scope:

Additional services scope (including CLOMR and community required temporary conditions analysis):

1. CLOMR
 - a. Take the previously scoped hec-ras models and develop any CLOMR specific items, or any items that exceed previous scope quantities.
 - b. Only 2 potentially impacted structures will need field survey and elevation certificates developed. Chao completed the survey and the invoice included.
 - c. Mitigation of the WSE rise will not be necessary based on the findings of the elevation certificates.
 - d. A maximum of three iterations of proposed conditions will be modeled
 - e. Three iterations of proposed conditions were performed during no-rise scope, which exceeded assumptions, we are going to capture that labor here.
 - f. A maximum of 6 cross section may need updates during each iteration of proposed conditions.
 - g. 1.3 miles will be analyzed/updated as part of the CLOMR Model (STA 6270 – 13000).
 - h. Develop 4 annotated FIRMs, 2 in Richland County and 2 in Lexington County
 - i. Field survey and elevation certificate development for 2 structures (performed by subcontractor)
 - j. Public notice drafting up and issuing
2. Temporary conditions analysis/submittal
 - a. Using CLOMR RAS models, develop temporary conditions modeling and results tables.
 - b. Draft temporary conditions memo/narrative
 - c. The community will not require Stantec to develop and submit a CLOMR for temporary conditions.
 - d. Mitigation of the WSE rise will not be necessary based on the findings of the elevation certificates.
 - e. Maximum of 3 iterations is assumed for temporary conditions HEC-RAS modeling
 - f. Temporary conditions floodway analysis will need to be performed for each iteration and will not exceed 3 hours each.
 - g. A maximum of 6 cross section may need updates during each iteration of temporary conditions.
 - h. Up to two 11 x 17 workmaps at 1:6,000 scale shall be developed as part of the analysis deliverables.
 - i. Deliverables are assumed to be one technical memo, up to 2 workmaps, profile and floodway data table spreadsheets/figures, and digital copies of the modeling and deliverables.
3. Floodplain development permits for City of West Columbia and Lexington County
 - a. Assumed no additional modeling or analysis needed beyond the CLOMR and temporary conditions analysis

- b. Assumed up to 8 hours per community (two communities) to take the data developed as part of other activities and reformat it to submit to the community.
- c. Assumed that any submittal fees will be paid for by the Client.
- 4. Following completion of construction – LOMR
 - a. Assumed to start in May 2028.
 - b. Assumed all model updates and checks do not exceed 15 hours of labor to incorporate as-built conditions.
 - c. Assume no community comments on submittal.
 - d. Assume one round of FEMA comments on the submittal.

The change order excludes any permit application fees.

<i>CLOMR and Temporary Conditions Application to the City of Columbia and FEMA</i>	<i>\$87,225.00</i>
<i>Chao Elevation Survey (Chao Invoice 550655D-1)</i>	<i>\$2,400.00</i>
CHANGE ORDER	\$89,625.00

II. SCHEDULE EXTENSION FEE IMPACT

Based on the original schedule at the beginning of 2024, 60% design was delivered in September 2024 and Stantec was scheduled to continue to the design upon receipt of the comments from the City of Columbia. However, the design efforts were paused to allow more coordination with West Columbia and Dominion Energy. Revised 60% design package was resubmitted in November 2025 after further discussions on realignment and permanent easement acquisition, This pause required additional project progress meetings and project administration between October 2024 and September 2025, when the bridge alignment and the permanent easement acquisition were finalized.

Due to the Dominion Energy reviews and the City of West Columbia’s easement discussions for the property owner on the Saluda River, the design progress was paused briefly to evaluate different realignment options, different bridge types and fee and constructability impact of these options as well as to provide support (exhibits and survey) during the permanence easement acquisition of the Cooper property.

The alignment decision was reached with the City of West Columbia in April 2025. Following the alignment decision, the City of West Columbia discussed the potential of permanent easement acquisition with the property owner, Mr. Cooper. As the property owner was interested in selling approximately 0.14 acre permanent easement to the City of West Columbia, the project design advancement was paused again to allow the permanent easement purchase to be finalized which would have an impact on the final alignment. In

September 2025, the purchase decision was finalized, and Stantec was asked to proceed with finalizing the 60% design with the new permanent easement boundary. The following work was completed during this extension:

- Additional coordination meetings and site visits
- Monthly coordination with CMAR on schedule.
- Evaluation of different style bridges and cost/constructability impacts
- Evaluation of different realignments and its impact on cost, constructability and easement.
- Support during Cooper easement discussions (additional exhibits and survey)
- Additional work done by Structural and Transportation group to evaluate impacts of the alternatives on the design (only 50% of this additional work effort is included in the change order since some of the effort will inform the final design)

Additional Change Order Fee to accommodate the project pause and boundary survey is summarized per task:

<i>Task 2100 – Evaluation and Design Phase Administration (Project Administration and Progress Meetings)</i>	<i>\$ 21,920.00</i>
<i>Task 2160 – CMAR Coordination (Additional Site Visits/Coordination Meetings)</i>	<i>\$38,296.00</i>
<i>Task 2300 – Survey/Utility Mapping (Cooper Boundary Survey)</i>	<i>\$9,495.00</i>
<i>Task 2500 – Final Design (Alternatives Analysis, Final Design Changes and Permanent Easement Coordination for revised alternative)</i>	<i>\$86,932.00</i>
CHANGE ORDER	<i>\$156,643.00</i>

III. COMPENSATION

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

Task Number	Task Title	Original Contract	Previous Amendments	Current Amendment	New Contract Value
Task 100	Evaluation and Design Phase Administration	\$73,000.00 (LS)	\$30,000.00	\$0	\$103,000.00 (LS)
Task 200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	\$120,500.00 (LS)	\$22,500.00	\$0	\$143,000.00 (LS)
Task 300	Survey and Utility Mapping	\$61,550.00 (LS)	\$0	\$0	\$61,550.00 (LS)
Task 400	Geotechnical	\$23,500.00 (LS)	\$40,095.00	\$0	\$63,595.00 (LS)
Task 500	Final Design	\$110,050.00 (LS)	\$0	\$0	\$110,050.00 (LS)
Task 600	Permits and Property	\$32,500.00 (LS)	\$0	\$0	\$32,500.00 (LS)
Task 630	Permit Application Fees	\$3,250.00 (NTE)	\$0	\$0	\$3,250.00 (NTE)
Task 700	Bidding and Award	\$12,000.00 (LS)	\$0	\$0	\$ 12,000.00 (LS)
Task 800	Engineering Services During Construction	\$0	\$144,350.00	\$0	\$144,350.00 (LS)
Task 900	Full Time Construction Inspection	\$0	\$252,673.00	\$0	\$252,673.00 (LS)
Task 1000	Project Closeout	\$0	\$20,400.00	\$7,740.00	\$28,140.00 (LS)
Task 1100	Additional Services	\$10,000.00 (NTE)	\$0	\$0	\$10,000.00 (NTE)
Task 2100	Evaluation and Design Phase Administration	\$0	\$68,186.00 (LS)	\$21,920.00	\$ 68,186.00
Task 2160	CMAR Coordination	\$0	\$38,166.00 (NTE)	\$38,296.00	\$ 185,313.00

Task Number	Task Title	Original Contract	Previous Amendments	Current Amendment	New Contract Value
Task 2200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	\$0	\$107,958.00 (LS)	\$0	\$ 107,958.00
Task 2300	Survey and Utility Mapping	\$0	\$ 25,340.00 (NTE)	\$9,495.00	\$ 34,835.00
Task 2400	Geotechnical	\$0	\$ 71,500.00 (NTE)	\$ 0	\$71,500.00 (NTE)
Task 2500	Final Design	\$0	\$ 536,465.00 (LS)	\$86,932 .00	\$ 536,465.00
Task 2600	Permits and Property	\$0	\$48,188.00 (LS)	\$89,625.00	\$ 137,813.00
Task 2630	Permit Application Fees	\$0	\$ 3,250.00 (NTE)	\$0	\$ 3,250.00
Task 2700	Bidding and Award	\$0	\$ 4,028.00 (LS)	\$0	\$ 4,028.00
Task 2800	Engineering Services During Construction	\$0	\$0	\$0	\$0
Task 2900	Full Time Construction Inspection	\$0	\$0	\$0	\$0
Task 3000	Project Closeout	\$0	\$0	\$0	\$0
Task 3100	Additional Services	\$0	\$50,000.00 (NTE)	\$0	\$50,000.00
Total Fee		\$446,350.00	\$1,463,099.00	\$254,008.00	\$2,163,457.00

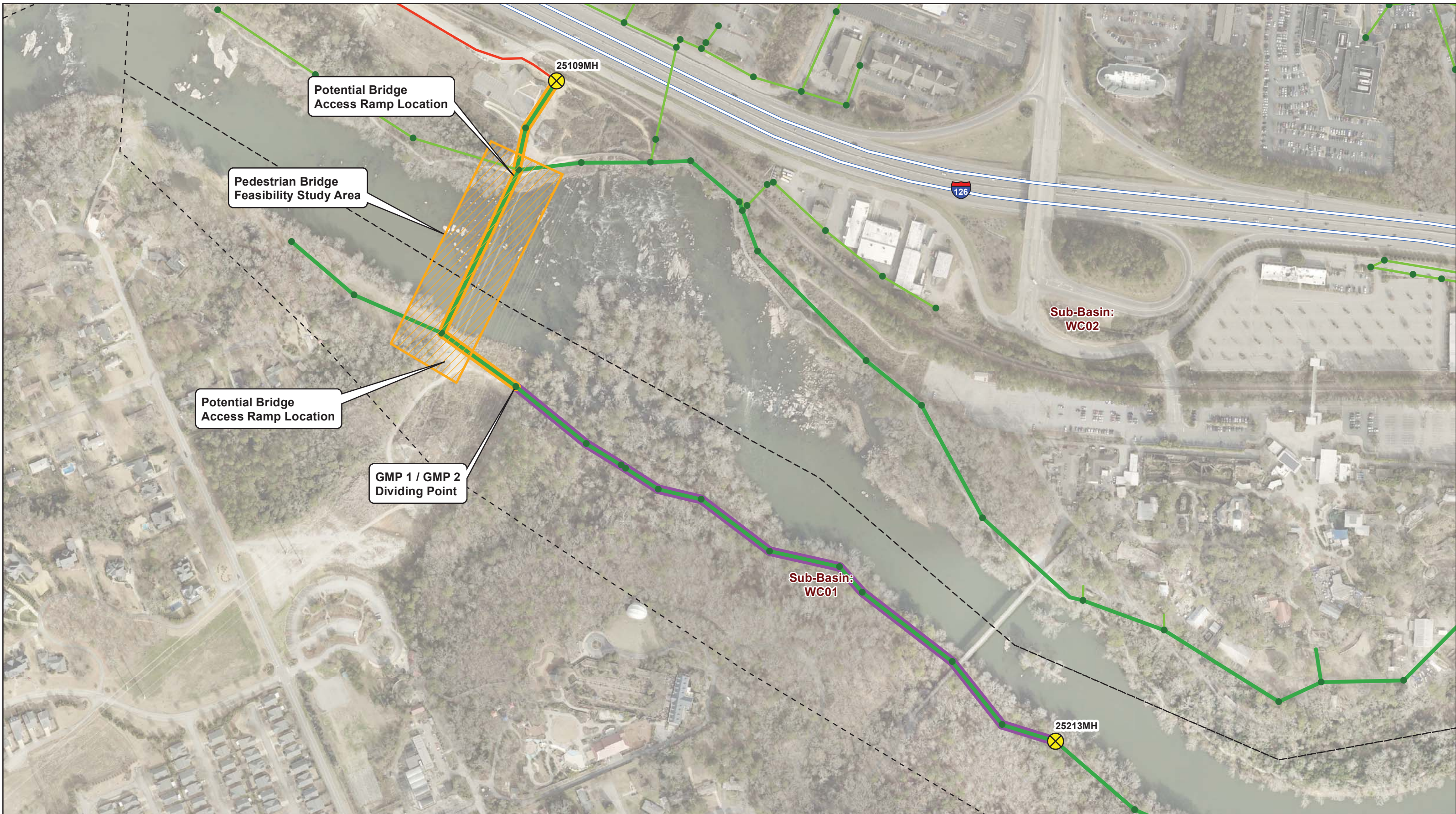
IV. SCHEDULE

The work described herein has altered the schedule and the contract duration. The contract expiration should be extended to June 30, 2028 to better coincide with the estimated construction timeline.

V. SUBCONSULTANT FIRM INFORMATION

The original contract included Chao & Associates as the Protégé firm, Capstone Civil Group as a sub-consultant to Chao & Associates, and EN Engineering as a sub-consultant to Chao & Associates, for a Protégé percentage of 20.01% and total combined Protégé/Sub-consultant percentage of 20.01%. Throughout the project duration, EN Engineering was removed from the project and New South Associates and F&ME were added as subconsultants to Chao & Associates. The updated Protégé percentages and amounts are listed in the table below for the original contract and each contract amendment, as well as the updated total. This amendment will change the Protégé participation in the original contract from 20.01% to 22.33%.

	Total Contract Amount	Chao and subs to Chao Amount (<i>Protégé</i>)	% of Contract Amount
Original Contract	\$446,350.00	\$89,300.00	20.01%
CA#1	\$92,595.00	\$36,574.46	39.50%
CA#2	\$0.00	\$0.00	0.00%
CA #3	\$1,269,031.00	\$240,850.00	18.98%
CA#4	\$ 101,473.00	\$ 101,473.00	100%
CA#5	\$0.00	\$0.00	0.00%
CA#6	\$254,008.00	\$14,895.00	5.86%
New Total Contract Amount	\$2,163,457.00	\$483,092.46	22.33%



Potential Bridge Access Ramp Location

Pedestrian Bridge Feasibility Study Area

Potential Bridge Access Ramp Location

GMP 1 / GMP 2 Dividing Point

Sub-Basin: WC02

Sub-Basin: WC01

Clean Water 2020
Columbia's Clear Vision For Clean Water
We Are Columbia

- SS7568 Manholes
- GMP 2
- GMP 1
- Sewer Pressurized Main
- Sewer Gravity Mains (>= 15")
- Sewer Gravity Main
- Sewer Manhole
- SS7568 Study Area
- Basin Boundary

1 inch = 300 feet
0 100 200 400 Feet

SS7568 Saluda River Force Main Extension GMP 1 & GMP 2 Overview
Prepared For: Columbia Water



CITY OF COLUMBIA
DEPARTMENT OF PROCUREMENT AND CONTRACTS
1800 MAIN STREET, 2nd FLOOR, COLUMBIA, SC 29201
OFFICE: 803-545-3470 FAX: 803-733-8408
procurement@columbiasc.gov

Justification/Determination for Requested Amendment/Change Order

Contract Amendment #6 – Stantec SS7568 Saluda River Force Main Extension

(Check all applicable boxes below and attach Amendment with supporting documentation)

Change(s) to Scope of Work/Services due to:

- Unforeseen Work Discovered during performance
- Additional Work Identified to avoid future costly repairs
- Alterations/Change(s) to Architectural Design
- Additional Goods, Parts, Equipment, Supplies, etc.
- Force Majeure or Other Reasons beyond the Owner/Contractors control

Change(s) to Compensation due to:

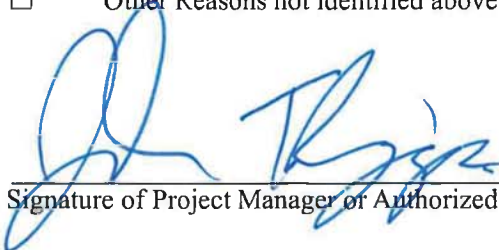
- Original Cost Estimate/Projection Inadequate for Full Contract Period
- Market Conditions/Increase in Material & Supply Costs, Supply Chain Issues, etc.
- Staffing, Capacity and Other Resource Limitations requiring cost adjustments
- Unforeseen Additional Requirements

Renewal and Extensions due to:

- Exercising Right to Renew per Original Contract/Agreement
- Requesting Extension outside of Original Contract/Agreement
- Time Only – No Cost Change
- Add/Deduct for Final Contract Closeout Purposes

Other Change(s) not identified above:

- Administrative Only Change
- Subconsultant/Subcontractor Change
- Other Reasons not identified above (attach details)



Signature of Project Manager or Authorized Designee

4-1-26

Date

Signature of Purchasing Agent or Deputy Director

Date



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

FROM: Mr. Clint Shealy, Assistant City Manager, Columbia Water
Mrs. Shannon S. Lizewski, CPPO, NIGP-CPP
Director / Purchasing Agent for the Department of Procurement & Contracts

DATE: May 5, 2026

SUBJECT: Recommendation for Approval
Construction Change Order No. 6 for McClam and Associates, Inc.
SS7517 Vine St SS7518 Ansel St SS7519 Woodlake Dr Sewer Project

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of a Construction Change Order to install a new sewer main alignment in compliance with CSX Railroad's approval. Award to McClam and Associates, Inc in an amount of \$577,641.45. The firm is headquartered in Little Mountain, South Carolina.

The purpose of this project is to replace a failing sanitary sewer main segment that crosses under a CSX railroad. During construction when increased damage was discovered, CSX would not allow a point repair within their right-of-way so a new alignment was designed and permitted. This change order will allow the work to be installed and placed into service.

This Project is CDBE with a 21% Goal.

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

**OBO Columbia Disadvantaged Business Enterprise (CDBE)
Change Order/Amendment Addendum**

OBO Verification	Contract/Change Order Amount	Prime Amount	Prime Percentage	CDBE Subcontractor Amounts	CDBE Subcontractor Percentages	All Other Subcontractor Amounts	All Other Subcontractor Percentages
Original Contract: *excluding contingency	\$ 679,033.50	\$ 441,438.50	65.01%	\$ 202,795.00	29.87%	\$ 34,800.00	5.12%
CO# 1:	\$ 0.00	\$		\$		\$	
CO# 2:	\$ 0.00	\$		\$		\$	
CO# :3	\$ 0.00	\$		\$		\$	
CO# :4	\$ 0.00	\$		\$		\$	
CO# :5	\$ 0.00	\$		\$		\$	
CO# :	\$	\$		\$		\$	
CO# :	\$	\$		\$		\$	
CO# :	\$	\$		\$		\$	
CO# :	\$	\$		\$		\$	
CO# :	\$	\$		\$		\$	
This Change Order/Contract Amendment: (Increase)	\$ 577,641.45	\$ 455,341.45	78.83%	\$ 39,500.00	6.84%	\$82,800.00	14.33%
Revised Contract: *excluding contingency	\$1,256,674.95	\$877,940.42	69.86%	\$295,934.53	23.55%	\$ 82,800.00	6.59%

CDBE Project #/Name: SS7517_7518_7519 Combined Sewer Projects Original COC CDBE Goal on Project: 21%

CO# / CA #: 06 (Ex: 01, 02) Change Order / Amendment Amount: \$ 577,641.45

Revised Scope of Work / Amendment Justification: Provided Below; or Attach (*Justification must include a statement as to why the services could not be completed under the current timeframe or approved funding*):

Redesign of the sewer project from a rehabilitation of the existing line to a relocation of the sewer to include a new jack and bore of the CSX railroad. The original scope could not be completed due to the existing condition of the line segment and had to be redesigned including acquiring permits.

Change Order/Amendment Type:

- Time Extension – New End Date: 6/30/2027 (Please sign & return form if no cost)
- Funding Increase – Amount (Please continue on to questions A, B, & C below)
- Funding Decrease – Amount (Please continue on to questions A, B, & C below)

A. Are there any CDBE/DBE currently on this project that can perform the work within this change order/amendment? Yes No (If no, skip to B)

If yes, please list CDBE/DBE Chao & Associates, Inc.

- Amount of Change Order/Amendment to be received by the CDBE: \$ 4,500.00

- Please indicate the services the CDBE will be providing for this change order/amendment (in box below):

Survey

B. Only complete this portion if your answer was "no" from questions A above.

- Please indicate in the body below any new CDBE and/or DBE firms that will be utilized for this CO/CA.

L.A. Barrier & Son, Inc

- If any CDBE/DBE will not be providing any services on this change order/amendment, please indicate why in the box below:

Smoak Construction, LLC
SCA Underground, LLC

Smoak Construction, LLC has already performed their portion of the project.
SCA Underground's scope of work has been removed from the project.

By signing below, all parties agree to the information submitted in this document. Additionally, the CDBE/DBE also agrees that they have received notification of the referenced change order/amendment for this project and were given the opportunity to provide services.

EXECUTED by McClam & Associates, Inc. (Prime Firm) this 23rd day of March 2026.

By: Jesse McClam Title: Project Manager

EXECUTED by Smoak Construction (CDBE/DBE Firm) this 23rd day of March 2026

By: [Signature] Title: Project Manager

EXECUTED by _____ (CDBE/DBE Firm) this _____ day of _____ 20____.

By: _____ Title: _____

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase and time extension change order. This is a CDBE project with a goal of 21%. McClam & Associates, Inc. exceeded the CDBE goal at 29.87%. The original project contract amount was \$679,033.50. The original amount received by the CDBEs was \$202,795.00 or 29.87%. The revised total contract amount is \$1,256,675.45, which includes the current and any change orders for this project. The CDBEs will receive \$295,934.53 or 23.55% of the revised contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this 16th day of April, 2026.

By: Cassandra Fletcher Title: Program Compliance Administrator

*If the change order/amendment is greater than \$50,000, then the amendment must be approved by the City Council.

3/9/2022

Page 2 of 2

B. Only complete this portion if your answer was "no" from questions A above.

- Please indicate in the body below any new CDBE and/or DBE firms that will be utilized for this CO/CA.

L.A. Barrier & Son, Inc

- If any CDBE/DBE will not be providing any services on this change order/amendment, please indicate why in the box below:

Smoak Construction, LLC
SCA Underground, LLC

Smoak Construction, LLC has already performed their portion of the project.
SCA Underground's scope of work has been removed from the project.

By signing below, all parties agree to the information submitted in this document. Additionally, the CDBE/DBE also agrees that they have received notification of the referenced change order/amendment for this project and were given the opportunity to provide services.

EXECUTED by McClam & Associates, Inc. (Prime Firm) this 31st day of March 2026.

By: Jesse McClam Title: Project Manager

EXECUTED by Chao & Associates (CDBE/DBE Firm) this 30 day of March 2026

By: [Signature] Title: President

EXECUTED by _____ (CDBE/DBE Firm) this _____ day of _____ 20____.

By: _____ Title: _____

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase and time extension change order. This is a CDBE project with a goal of 21%. McClam & Associates, Inc. exceeded the CDBE goal at 29.87%. The original project contract amount was \$679,033.50. The original amount received by the CDBEs was \$202,795.00 or 29.87%. The revised total contract amount is \$1,256,675.45, which includes the current and any change orders for this project. The CDBEs will receive \$295,934.53 or 23.55% of the revised contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this 16th day of April, 2026.

By: Cassandra Fletcher Title: Program Compliance Administrator

*If the change order/amendment is greater than \$50,000, then the amendment must be approved by the City Council.

B. Only complete this portion if your answer was "no" from questions A above.

- Please indicate in the body below any new CDBE and/or DBE firms that will be utilized for this CO/CA.

L.A. Barrier & Son, Inc

- If any CDBE/DBE will not be providing any services on this change order/amendment, please indicate why in the box below:

Smoak Construction, LLC
SCA Underground, LLC

Smoak Construction, LLC has already performed their portion of the project.
SCA Underground's scope of work has been removed from the project.

By signing below, all parties agree to the information submitted in this document. Additionally, the CDBE/DBE also agrees that they have received notification of the referenced change order/amendment for this project and were given the opportunity to provide services.

EXECUTED by McClam & Associates, Inc. (Prime Firm) this 23rd day of March 2026.

By: Jesse McClam Title: Project Manager

EXECUTED by Leigh T. Provost LA Barrier & Son, Inc. (CDBE/DBE Firm) this 23rd day of March 2026.

By: Leigh T. Provost Title: Executive Vice President

EXECUTED by _____ (CDBE/DBE Firm) this _____ day of _____ 20____.

By: _____ Title: _____

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase and time extension change order. This is a CDBE project with a goal of 21%. McClam & Associates, Inc. exceeded the CDBE goal at 29.87%. The original project contract amount was \$679,033.50. The original amount received by the CDBEs was \$202,795.00 or 29.87%. The revised total contract amount is \$1,256,675.45, which includes the current and any change orders for this project. The CDBEs will receive \$295,934.53 or 23.55% of the revised contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this 16th day of April, 2026.

By: Cassandra Fletcher Title: Program Compliance Administrator

*If the change order/amendment is greater than \$50,000, then the amendment must be approved by the City Council.

B. Only complete this portion if your answer was "no" from questions A above.

- Please indicate in the body below any new CD BE and/or DBE firms that will be utilized for this CO/CA.

L.A. Barrier & Son, Inc

- If any CD BE/DBE will not be providing any services on this change order/amendment, please indicate why in the box below:

Smoak Construction, LLC
SCA Underground, LLC

Smoak Construction, LLC has already performed their portion of the project.
SCA Underground's scope of work has been removed from the project.

By signing below, all parties agree to the information submitted in this document. Additionally, the CD BE/DBE also agrees that they have received notification of the referenced change order/amendment for this project and were given the opportunity to provide services.

EXECUTED by McClam & Associates, Inc. (Prime Firm) this 24th day of March 2026.

By: Jesse McClam Title: Project Manager

EXECUTED by SCA Underground (CD BE/DBE Firm) this 24th day of March 2026

By: Susan Alt Title: Owner

EXECUTED by _____ (CD BE/DBE Firm) this _____ day of _____ 20__.

By: _____ Title: _____

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase and time extension change order. This is a CD BE project with a goal of 21%. McClam & Associates, Inc. exceeded the CD BE goal at 29.87%. The original project contract amount was \$679,033.50. The original amount received by the CD BEs was \$202,795.00 or 29.87%. The revised total contract amount is \$1,256,675.45, which includes the current and any change orders for this project. The CD BEs will receive \$295,934.53 or 23.55% of the revised contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this 16th day of April, 2026.

By: Cassandra Fletcher Title: Program Compliance Administrator

*If the change order/amendment is greater than \$50,000, then the amendment must be approved by the City Council.

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

1) 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 #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #



CIP# SS7517, SS7518 & SS7519
Sanitary Sewer Main Repairs Multiple Locations
Vine Street, Ansel Street and Woodlake Drive
Change Order # 6
PO# P195489
March 9, 2026

Reason for Change: A modification of the Contract Agreement between the City of Columbia (City) and McClam & Associates, Inc. (Contractor) is requested to extend the construction contract and to increase project funding to be able to construct the newly redesigned on Vine Street.

Description for Change: The current contract with McClam and Associates end date is June 30, 2026. The requested cost change and time extension is necessary for the following reasons:

- Changes in scope of work due to the redesign and construction methods.
 - Vine Street (SS7517):
 - Original rehabilitation method was to line the existing sewer main with CIPP. The new sewer main was realigned and now requires the contractor to install the new sewer main using open cut construction methods. The new installation will also require a portion of the main to be installed using bore and jack under the existing CSX rail spur. new sewer main and was redesigned to a new alignment.
 - It was discussed and determined by the City, Contractor and Engineer to add a line item in the amount of \$100,000.00 as a Railroad Allowance for potential design fees that may arise from the RR third party reviewers once request is made for flaggers to be onsite, as well as other fees associated with conducting work within the RR R/W. This allowance will account for 5 days of flagging operations during construction. Any additional flagging beyond the 5 days will be the responsibility of the contractor.
 - Vine Street (SS7517) Cost Breakdown:
 - **ADDITIONS:** (See attached Contractor's Unit Prices w/ Allowances and Contingency) **\$775,020.95**
 - **DEDUCTIONS** (from original contractors' bid package):
 - A-1 Maintenance and Protection of Traffic (\$ 8,287.50)
 - A-14 Storm Sewer Investigation and Repair (\$80,600.00)
 - F-5 CIPP 15" Sewer (MH-MH) All Depths (\$94,800.00)
 - F-143 Pre-Rehab CCTV for 15" Sewers (\$ 1,692.00)
 - F-152 Mechanical heavy Cleaning/Root Removal (\$ 8,700.00)
 - Mobilization (\$ 3,300.00)
 - TOTAL DEDUCTIONS: (\$197,379.50)**

- See attached letter from McClam and Associates with Contractor’s Unit Prices w/o allowances and contingency.
- Due to the time required for obtaining council approved change orders for Vine Street (SS7517) and the approval of additional design (roadway/embankment settlement) for Woodlake Drive (SS7519), Weston & Sampson recommends the construction contract with McClam and Associates be extended until June 30, 2027 (365 days).

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

Funding Source: WATER and SEWER FUNDS; TIME EXTENSION

Additions

Additional Unit Costs (See Contractors Unit Price Breakdown)	\$ 775,020.95
Time Extension of 365 days	\$ 0.00
TOTAL ADDITIONS:	\$ 775,020.95

Deductions (Remove Original Items from Contract)

Maintenance and Protection of Traffic (A-1)	(\$ 8,287.50)
Storm Sewer Investigation and Repair (A-14)	(\$ 80,600.00)
CIPP 15” Sewer (MH-MH) All Depths (F-15)	(\$ 94,800.00)
Pre-Rehab CCTV for 15” Sewers (F-143)	(\$ 1,692.00)
Mechanical heavy Cleaning/Root Removal (F-152)	(\$ 8,700.00)
Mobilization	(\$ 3,300.00)
TOTAL DEDUCTIONS:	(\$ 197,379.50)
TOTAL CHANGE (ADDITION):	\$ 577,641.45

Proposed Change and Basis for Payment

Owner’s Contingency Authorizations

Original Allowance Total:	\$ 67,903.35
Previous Contingency Authorizations:	\$ (37,758.52)
This change:	\$ 0.00
Revised Owner’s Contingency Authorizations:	\$ 30,144.83

Proposed Change and Basis for Payment

Original Contract Price:	\$ 679,033.50	
Previous Change Orders:	\$ 0.00	
This change:	\$ 577,641.95	\$577,641.45
Revised Contract Price:	\$ 1,256,675.45	\$1,256,674.95

Contractual Completion Date:

P&C DS 3/30/2026

Start Date (Notice to Proceed): September 12, 2022
 Original Completion Date: May 9, 2023
 Current Completion Date (incorporating existing COs): June 30, 2026
 Revised Completion Date: June 30, 2027

This Change is Acceptable:

McClam & Associates, Inc. By: Jesse McClam
 Title: Project Manager

Recommended for Approval: William A. Elswick Utility Construction Inspector
 Billy Elswick

Recommended for Approval: Tim Sox Sr. Utility Construction Inspector
 Tim Sox

Recommended for Approval: Andrea Bolling Deputy Director of Engineering
 Andrea Bolling, P.E

Recommended for Approval: Clint E. Shealy Assistant City Manager
 Clint Shealy, PE

Approved: _____ City Manager
 Teresa Wilson

APPROVED AS TO FORM
Quinn
 Legal Department City of Columbia, SC
 4/21/2026

March 11, 2026

City of Columbia
Utilities & Engineering
1136 Washington Street
Columbia, SC 29217.

Subject: Change Order #06
Sanitary Sewer Main Repairs at Multiple Locations
Vine Street (SS7517), Ansel Street (SS7518) & Woodlake Drive (SS7519)

To Whom it May Concern:

Weston & Sampson has received and reviewed Change Order #6 for the contract with McClam and Associates for the above subject project. We find that the request for additional funding and time extension to the contract due to scope of work changes is warranted and recommend approval.

Due to the time required for obtaining council approved change orders for Vine Street (SS7517) and the approval of additional design (roadway/embankment settlement) for Woodlake Drive (SS7519), Weston & Sampson recommends the construction contract with McClam and Associates be extended until June 30, 2027 (365 days).

Should you have any questions or comments concerning the attached documents, please feel free to contact us.

Sincerely,

Philip Wall, PE
Project Manager
WESTON & SAMPSON ENGINEERS, INC.

cc: Max Morgan III, City of Columbia
Billy Elswick, City of Columbia

McClam & Associates, Inc.

1642 Holy Trinity Church Rd. Little Mountain, SC 29075
PH. 803-345-9194 * FAX 803-345-5362

3/12/2026

Philip Wall
Project Manager
Weston & Sampson

Re: SS7517, SS7518, SS7519 Combined Sewer Repair Projects – Vine St, Ansel St, and
Woodlake Dr
Change Order Proposal #6 – Vine St (SS7517) Gravity Sewer Reroute

Philip,

McClam & Associates is providing a change order proposal to accommodate a change in the scope of work on the Vine St Sewer Repair portion of the above referenced project.

Due to the location of a point repair being under active railroad tracks and without an option for replacement of pipe within a casing, the city and Weston & Sampson have redesigned the scope of work. New design includes connection to the existing sewer, open cut installation of 16" gravity sewer in new alignment, 30" jack and bore under railroad, and associated restoration, bypassing, and maintenance of traffic.

Included in this redesign, the city and Weston & Sampson developed a pricing form for the work which includes new unit prices for the work. This form has been included with this change order proposal. All remaining unbilled items in the Vine St section of the original contract would be deducted from the contract and the new unit prices be added into the contract.

This change order proposal also includes a proposed time extension of the contract to June 30, 2027 to accommodate the work as well as additional design approvals for the Woodlake Dr portion of the contract.

Please let us know if you need any additional information.

Sincerely,



Jesse McClam, PE

The City of Columbia, SC
Vine Street Sewer Replacement (SS7517)
Contractor's Unit Prices

BIDDER MUST FILL IN THE UNIT PRICES AND COMPUTE THE TOTALS					
PART A - MISCELLANEOUS WORK					
ITEM NO.	DESCRIPTION OF SCHEDULED ITEM	UNIT PRICES Dollars Figure	ESTIMATED QTY/ UNIT OF MEASURE		TOTAL PRICE Dollar Figure
A - 1	Maintenance and Protection of Traffic (Section 01570)	\$9,750.00	1.0	Lump Sum	\$9,750.00
A - 4	Clearing and Grubbing (Section 02100)	\$15.00	850	SY	\$12,750.00
A - 5	Dewatering and Drainage (Section 02140)	\$20,700.00	1.0	Lump Sum	\$20,700.00
A - 6	Erosion and Sedimentation Control (Section 02270)	\$8,575.00	1.0	Lump Sum	\$8,575.00
A - 8	Abandonment of Existing Utilities (Section 01046)	\$49.00	298.0	LF	\$14,602.00
A - 10	Remove & Replace Asphalt Pavement (Section 02575)	\$311.00	90.0	SY	\$27,990.00
A - 12	Flowable Fill (Section 02230)	\$235.00	85.0	CY	\$19,975.00
A- 15	30" Steel Casing Jack and Bore with 16" DIP Carrier Pipe	\$1,545.00	92.0	LF	\$142,140.00
A- 16	#57 Stone Backfill	\$83.50	275.0	TONS	\$22,962.50
A- 17	Remove Existing Sanitary Sewer Manhole	\$13,320.00	1.0	LS	\$13,320.00
A- 18	Tie to Existing Sanitary Sewer Manhole	\$26,000.00	1.0	LS	\$26,000.00
A- 19	Bypass Pumping	\$65,000.00	1.0	LS	\$65,000.00
A- 20	Railroad Allowance	\$100,000.00	1.0	Allowance	\$100,000.00
PART A - MISCELLANEOUS WORK (Items A-1 through A-19):					\$483,764.50
PART B - PVC PIPE, MANHOLES AND APPURTENANCES					
B - 63	4-foot Diameter Precast Concrete Manholes	\$1,360.00	60	VF	\$81,600.00
PART B - PVC SEWERS AND APPURTENANCES SUBTOTAL (Items B-1 through B-66):					\$81,600.00
PART C - DUCTILE IRON GRAVITY Gravity Sewer PIPE AND APPURTENANCES					
C - 64	16-inch DI Gravity Sewer pipe (greater than 18' to 20' deep) including excavation, backfill, and compaction	\$580.00	240	LF	\$139,200.00
PART C - DI Gravity Sewer PIPE AND APPURTENANCES SUBTOTAL (Items C-1 through C-96):					\$139,200.00
PROJECT TOTAL					
SUBTOTAL (Part A + Part B + Part C):					\$704,564.50
OWNER CONTROLLED CONTINGENCY (10%):					\$70,456.45
VINE STREET (SS7517) FUNDING TOTAL					\$775,020.95



Meeting Date: May 5, 2026
Department: Procurement and Contracts
From: Shannon Lizewski, Director

Council is asked to approve the purchase of additional Magnesium Hydroxide for the Metro Wastewater Treatment Plant, as requested by Columbia Water on March 31, 2026. Award to Premier Magnesia, LLC, in an amount not to exceed \$594,000.00. The current term of the contract ends on June 30, 2026. This firm is located in Waynesville, NC.

Funding Source: Utilities Metro Wastewater Treatment Plant - Chemicals (5516208-624800). The current budget amount is \$2,176,200.00. The budget amount for this amendment is \$594,000.00. The revised budget amount is \$2,770,200.00.

Background Summary:

Attachments:

1. CC Memo CA#1 Magnesium Hydroxide-Premier Magnesia
2. CA#1 Magnesium Hydroxide-Premier Magnesia



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

FROM: Mr. Clint Shealy, Assistant City Manager, Columbia Water
Mrs. Shannon Lizewski, Director of Procurement and Contracts/Purchasing Agent

DATE: May 5, 2026

Subject: Recommendation for Approval
PO Modification – Premier Magnesia
P211274

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the Metro Wastewater Treatment Plant Division's PO modification for Premier Magnesia to provide additional funding in the amount of \$594,000.

Magnesium hydroxide is a critical chemical used the wastewater treatment process to maintain proper pH levels and ensure regulatory compliance. The requested increase is calculated to cover all forthcoming invoices through June 30th, ensuring uninterrupted chemical supply and continued operational efficiency at the treatment facility.

**Contract Amendment #1
Administrative Change**

Chemicals for Metro Waste Water Plant

Sole Source Agreement

Premier Magnesia, LLC

April 06, 2026

Description of Change: Request change in Contract for services between the City of Columbia (City) and Premier Magnesia, LLC (Vendor) effective on August 6, 2025 (Agreement) for the following:

- Add funding in the amount of \$594,000.00 to Purchase Order# P211274 for Magnesium Hydroxide to cover year end FY25-26 invoice expenses.

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

This Change is Acceptable:

City of Columbia

Department of Procurement & Contracts

LUCKS TRENT WATFORD
Procurement Manager II - Operations
Print Name / Title


Signature

4/10/2026
Date



Meeting Date: May 5, 2026
Department: Procurement and Contracts
From: Shannon Lizewski, Director

Council is asked to approve Contract Amendment #4 for Work Order #2 Project WM4453 and SS7460; Carolina Crossroads Phases 3, 4, and 5 Engineering Services, as requested by Columbia Water on April 15, 2026. Award to CDM Smith, Inc., in an amount not to exceed \$1,985,278.00. The current term of the contract ends on June 30, 2026 and this amendment extends the contract to December 31, 2028. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects – Carolina Crossroads Water Main Relocation - Capital Project Costs (5529999-WM445301-658650) \$1,324,180.00 and Water and Sewer Capital Projects – Carolina Crossroads Sanitary Sewer Relocation - Capital Project Costs (5529999-SS746001-658650) \$661,098.00. The current budget amount is \$2,756,881.00. The budget amount for this amendment is \$1,985,278.00. The total revised budget amount is \$4,742,159.00.

This is a Mentor Protégé Program project. CDM Smith, Inc. is the mentor and will provide administrative project management services at 46.14% (\$916,070.00) of the amendment amount.

CHA Consulting, Inc., located in Columbia, SC, is the protégé and will provide inspection of utility relocation construction, subsurface utility exploration (SUE), and technical support services at 53.86% (\$1,069,208.00) of the amendment amount.

Background Summary:

Attachments:

1. PM Memo Request CC Approval for WM4453 SS7460 CCR Ph. 3 4 5 Eng.Svcs. CDM Smith P174260
2. PO Mod WO#2 CA#4 WM4453-SS7460 CCR Ph. 3 4 5 CDM Smith P174260 C000276
3. WO#2 CA#4 WM4453-SS7460 CCR Ph. 3 4 5 CDM Smith P174260 C000276

4. OBO Approval - WO#2 CA#4 WM4453 SS7460 CCR Ph. 3 4 5 Eng.Svcs. CDM Smith P174260 C000276
5. Details WO#2 CA#4 - WM4453 SS7460 CCR Ph. 3 4 5 Eng.Svcs. CDM Smith P174260 C000276
6. Compensation - WO#2 CA#4 WM4453 SS7460 CCR Ph. 3 4 5 Eng.Svcs. CDM Smith P174260 C000276



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

FROM: Mr. Clint Shealy, Assistant City Manager, Columbia Water
Ms. Shannon Lizewski, Director of Procurement and Contracts/Purchasing
Agent

DATE: May 5, 2026

SUBJECT: Recommendation for Approval
Amendment No. 4 – CDM Smith, Incorporated
WM4453/SS7460 – Carolina Crossroads Phase 3, 4 & 5 Engineering Services

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the Contract Amendment No. 4 with CDM Smith, Incorporated to provide funding for Engineering Services for Carolina Crossroads Phases 3, 4 & 5. The amount of Contract Amendment No. 4 is \$1,985,278.00.

The purpose of this project is to assist the Columbia Water in design review and construction observation services regarding the remaining Carolina Crossroads Project, Phases 3 and 4/5. The services performed as a part of this Scope of Service include design review, permitting review, specification review, submittal review and construction observation services for the design and construction of the City's water, gravity sewer and force main sewer relocations for Carolina Crossroads. Additional time is required due to SCDOT phasing schedules related to this project.

This Project is not a Clean Water 2020 project.

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



CITY OF COLUMBIA

Department of Procurement & Contracts
1800 Main St., 2nd Floor
Columbia, SC 29201 (803) 545-3470

For Internal Use Only

Purchase Order Modification / Change Order / Amendment Form

Solicitation #: RFQ006-16-17 CMM Contract #:C000276

Purpose - Check All That Apply

- PO Change, Emergency Procurement, *Construction Change Order, Sole Source Procurement, Contract Amendment

Routing Date: 03 / 04 / 2026

PROJECT DESCRIPTION: WM4453/SS7460 CCR Ph. 3 & 4/5 Engineering Services

Identify Funding Source (Please check all that apply):

- City of Columbia, State of SC, Federal, Other

If other funding source, please specify:

DEPARTMENT NAME AND REQUESTOR: Engineering - John B. Hilbert

CONTRACTOR'S NAME: CDM Smith Incorporated

PURCHASE ORDER NUMBER: P174260 PO CHANGE ORDER # 04

TYPE OF CHANGE (check all applicable boxes):

- Funding Increase (+) or (-) Decrease - Amount: \$ 1,985,278.00
Project Contingency Funds Utilized - Amount: \$
Time Extension to Contract - Extension Date: December 31, 2028
Revised Scope of Work to Contract (Attach Revised Scope)
Administrative Change:
Other Change:
Subcontractors & OBO Notified (if subcontractors and/or OBO goals apply to the project)
Date OBO Notified: 4/8/2026

Brief Explanation/Justification: Additional funding required in order to provide design review and construction services for Phases 3 & 4/5 development, design review and inspections services.

Current PO Amount: \$ 2,756,881.00 Requested Amount: \$ 1,985,278.00 Revised PO Amount: \$ 4,742,159.00

Accounting Information on Original PO: ORG 5529999 OBJ 658650 (Required)

Funding/Account Info for Change Order: ORG 5529999 OBJ 658650 (Required)

List any special instructions if transfers are needed from another account for this Change Order (Include ORG/OBJ codes):

Funding will be drawn from WM4453/SS7460 since the cost for this work was reimbursable from SCDOT.

Note: The appropriate Account Verifiers for each Department must review all change orders prior to routing for approvals.

Division/Department (\$0.00 - \$5,000.00):

Recommended for Approval: [Signature] 4/13/26 (Signature & Title) (Date)

Assistant City Manager (ACM) Approval (\$5,000.01 - \$25,000.00; Sign All Contract Amendments):

Recommended for Approval: [Signature] 4/14/2026 (Signature) (Date)

**Route this form to the Procurements & Contracts Department

Director of Procurement & Contracts Approval: [Signature] City Manager Approval Needed Yes or No 4/21/2026 (Signature) (Date)

City Manager Approval: [Signature] (Signature) (Date)

APPROVED AS TO FORM [Signature] Legal Department City of Columbia, SC

4/21/2026

All PO Mod Form increases \$50,000.00 or greater must be approved by City Council. Date approved by City Council:

A copy of the final City Council minutes must be maintained with the purchasing file.

See code of ordinance: Sec. 2-207. - Award of contracts. (a) The city manager may reject or approve bids and purchase agreements and award contracts in accordance with established procurement regulations, provided that contracts in excess of up to and including \$50,000.00 shall be approved by the city council prior to award.

**Work Order #2
Work Order Amendment #4**

WM4453 & SS7460 Carolina Crossroads Phase 3, 4, and 5
RFQ006-16-17 Agreement for Engineering Services
Utility Relocation and Upgrade Services for Water and Wastewater System Improvements

CDM Smith Incorporated

April 15, 2026

Description of Change: Request change in Work Order #2 for Engineering Services between the City of Columbia (City) and CDM Smith Incorporated (Engineer) with Purchase Order Number P174260 dated October 5, 2018 (Work Order #2) to extend the Contract from July 1, 2026 to December 31, 2028 and provide funding for design review and construction services regarding Phases 3, 4, and 5 of the Carolina Crossroads project with SCDOT.

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 Work Order Amount (Purchase Order# P174260):	\$300,000.00
Work Order Amendment #1 (Cost Increase/Addition; April 14, 2020 to June 30, 2024; Purchase Order# P174260)	\$1,051,160.00
Work Order Amendment #2 (Cost Increase/Addition; Purchase Order# P174260):	\$1,405,721.00
Work Order Amendment #3 (Time Extension; July 1, 2024 to June 30, 2026; Purchase Order# P174260)	\$00.00
Current Contract Amount:	\$2,756,881.00
This Work Order Amendment #4 (Time Extension; July 1, 2026 to December 31, 2028; Purchase Order# P174260)	\$1,985,278.00
Revised Contract Amount:	\$4,742,159.00

This Change is Acceptable:

Name of Firm

CDM Smith Incorporated

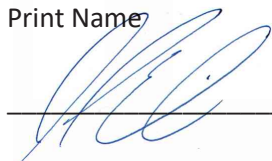
City of Columbia

Office of the City Manager

John P. Epting, Client Service Leader

Teresa Wilson, City Manager

Print Name




Signature

Signature

April 22, 2026

Date

Date

Witness

APPROVED AS TO FORM

Legal Department City of Columbia, SC

4/21/2026

OBO MPP Change Order/Amendment Implementation Plan Addendum

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

OBO Verification	Contract/Change Order Amount	Mentor Amount	Mentor Percentage	Protégé Amount	Protégé Percentage	Subcontractors/Subconsultants Amount	Subcontractors/Subconsultants Percentage
Original Contract:	\$ 300,000.00	\$ 240,000.00	80.00%	\$ 60,000.00	20.00%	\$ 0.00	0.00%
CO# 1:	\$ 1,051,160.00	\$ 840,928.00	80.00%	\$ 210,232.00	20.00%	\$ 0.00	0.00%
CO# 2:	\$ 1,405,721.00	\$ 972,911.00	69.20%	\$ 432,810.00	30.80%	\$ 0.00	0.00%
CO# 3: Time extension	\$ 0.00	\$ 0.00	0.00%	\$ 0.00	0.00%	\$ 0.00	0.00%
CO# 4:	\$ 1,985,278.00	\$ 916,070.00	46.14%	\$ 1,069,208.00	53.86%	\$ 0.00	0.00%
CO# :	\$ 0.00	\$ 0.00	0.00%	\$ 0.00	0.00%	\$ 0.00	0.00%
CO# :	\$ 0.00	\$ 0.00	0.00%	\$ 0.00	0.00%	\$ 0.00	0.00%
This Change Order: (Increase)	\$ 1,985,278.00	\$ 916,070.00	46.14%	\$ 1,069,208.00	53.86%	\$ 0.00	0.00%
Revised Contract:	\$ 4,742,159.00	\$2,969,909.00	62.63%	\$ 1,772,250.00	37.37%	\$ 0.00	0.00%

WM4453/SS7460

MPP Project #/Name: Carolina Crossroads Utility Relocation & Coordination **Change Order #:** 04 (Ex: 01, 02)

Change Order/Amendment Amount: \$ 1,985,278.00

Amendment Justification: Provided Below; or Attach (*Justification must include a statement as to why the services could not be completed under the current timeframe or approved funding*): Yes No

Amendment 4 funds the continuation of Phase 3 of this effort which continues to implement the planning that took place in Phase 1, the original Work Order. Phase 1 was for planning only and it was always known that there would be amendments for additional phases once the details of the work had been developed.

Change Order/Amendment Type:

1. **Time Extension – New End Date:** December 31, 2028 (Please sign & return form if no cost)
2. **Funding Increase – Amount** (Please continue on to questions 3 A & B below)

A. Will protégé be performing any work within this change order? Yes No (If no, skip to B)

- **Amount of Change Order/Amendment to be received by the protégé:** \$ 1,069,208.00

- Please indicate the services the protégé will be providing for this change order/amendment (in box below):

Protégé will be responsible for providing full time inspection of the utility relocation construction within the SCDOT CCR Phase 3 construction. Protégé may also contract with other firms to provide subcontractor services and oversee the work of these other subcontractors. Protégé may also perform subsurface utility exploration (SUE) services to identify and locate existing utilities. Protégé will be engaged to participate in regular meetings with the City, and perhaps with SCDOT, to provide technical consulting support. And other tasks as identified and agreed to.

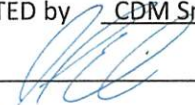
- B. If Protégé will not be providing any services on this change order/amendment, please indicate why in the box below:

4. Revised scope of work

This is an extension of the existing scope.


By signing below, all parties agree to the information submitted in this document. Additionally, the protégé also agrees that they have received notification of the referenced change order/amendment for this project and were given the opportunity to provide services.

EXECUTED by CDM Smith Incorporated (Mentor Firm) this 8th day of April 2026.

By:  Title: Client Service Leader

Firm Name: CDM Smith, Inc.

EXECUTED by CHA Consulting, Inc. (Protégé Firm) this 24 day of March 2026.

By:  Title: Vice President

Firm Name: CHA Consulting, Inc.

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase and time extension contract amendment. The original project contract amount was \$300,000.00. The original amount received by the protégé was \$60,000.00, or 20.00% of the total contract amount. The revised project contract amount, to include previous amendments and the current amendment, is \$4,742,159.00. The protégé will receive \$1,772,250.00 or 37.37% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance Division on this
8th day of April, 2026.

By: *LaTonya B Germany* Title: Program Compliance

*This information is only required if the amendment is greater than \$50,000, and the amendment must be approved by the City Council.

WM4453/SS7460 – CCR Phase 3 & 4/5 Water and Sewer Relocation Projects

Project Description: This project includes the design review and construction services for those water and sewer relocation projects located within Phase 3 (A, C & D) and Phase 4/5.

Objectives: This project aims to review design plans for water and sewer relocations within Carolina Crossroads Phase 3 & 4/5 as well as conduct construction services within the project improvement areas. These phases are design, bid, build projects.

Project Type: Utility Relocation

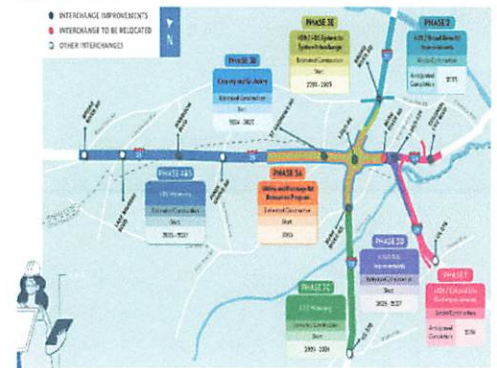
Council District: Out of City Limits

Project Funding: There is no cost to the City. SCDOT will bear the costs related to relocating the water and sewer main lines impacted by these phases of the project, including, but not limited to, design, engineering, permitting, removal, installation, inspection, materials, and labor costs, up to four and one half percent (4 1/2%) of the original construction bid amount of the project, in accordance with SC Code Section 57-5-880. The City has Prior Rights. The total project construction cost is TBD.

Current Project Status: These phases are currently in the planning and design phase. Construction is expected to begin Phase 3A & 3D Spring/Summer 2027, Phase 3C Spring/Summer 2026 & Phase 4/5 Summer/Fall 2027.

Project Contact: John Hilbert, City of Columbia
Utility Relocation Project Manager
803.545.3283 john.hilbert@columbissc.gov

Program Re-phasing



Phase 1: 99% Complete

Phase 2: 95% Complete

Phase 3

Phase 3A: In pre-procurement

Phase 3B: 85% Complete

Phase 3C: Construction begins 2026

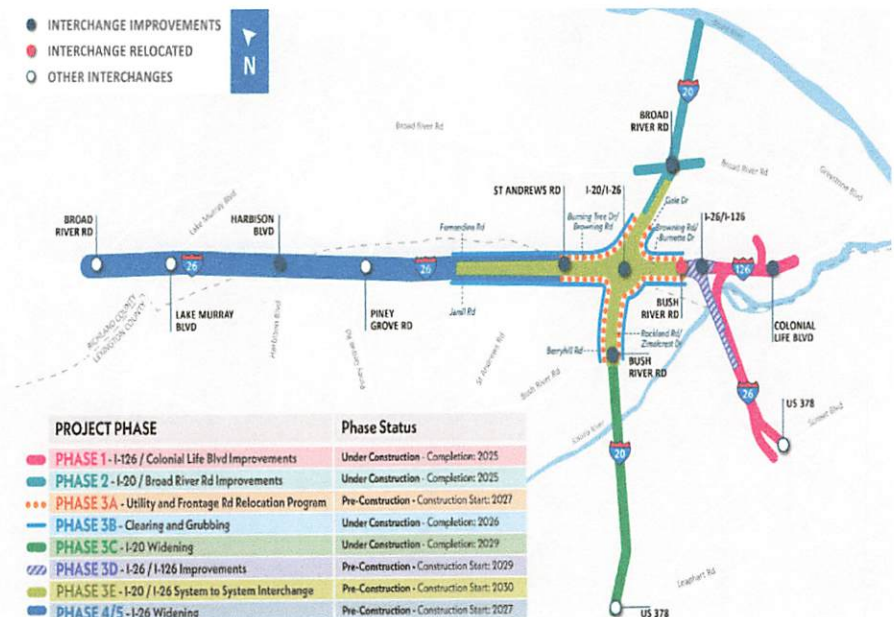
Phase 3D: In pre-procurement

Phase 3E: In pre-procurement

Phase 4/5: In early design

Download Factsheet

- INTERCHANGE IMPROVEMENTS
- INTERCHANGE RELOCATED
- OTHER INTERCHANGES



**WORK ORDER NUMBER TWO
Work Order Amendment #4**

**City of Columbia
CIP # WM4453
CIP # SS7460**

**Carolina Crossroads (CCR) Utility Relocation and Coordination
Additional Funding and Schedule Extension for CCR**

This Amendment to WORK ORDER NUMBER TWO, when executed, shall be incorporated into and become part of the "Agreement for Engineering Services" approved by the City Manager on December 6, 2017 for Professional Services between City of Columbia (CITY), and CDM Smith Inc. (CONSULTANT), hereafter referred to as the Agreement.

The services performed as a part of this Amendment include extending and continuing to provide the Tasks initiated in WORK ORDER NUMBER TWO, Amendment No. 1, and Amendment No. 2 for assisting the CITY to meet its obligations associated with the remainder of Carolina Crossroads (CCR) Phase 3 and Phase 4/5 as described herein. Additional amendments may be needed should the costs for completing the scope in CCR Phases 3 and 4/5 exceed current CONSULTANT estimates.

The original CCR roadway project was redefined by South Carolina Department of Transportation (SCDOT) into several CCR Phases, which will be let by SCDOT as separate Design-Build or Design-Bid-Build projects. Amendment No.1 provided the effort to help the CITY address the relocation of the CITY's water and sewer facilities impacted by the highway work in CCR Phases 1 & 2. Amendment No.2 was intended to increase the effort to that necessary to assist the CITY with facilities impacted by CCR Phase 3 as well as continue planning for future CCR Phases 4 & 5. This Amendment No. 3 includes increased effort to continue and complete the scope of CCR Phase 3 and continue with efforts on now combined Phases 4/5.

Description of the phases of the SCDOT CCR project, as currently defined, is as follows:

- Carolina Crossroads Phase 1 – Colonial Life Boulevard at I-126 Interchange
- Carolina Crossroads Phase 2 – Broad River Road at I-20 Interchange
- Carolina Crossroads Phase 3 – I-20/26 & I-26/126 System Interchanges, St. Andrews Road at I-26 Interchange, and Bush River Road at I-20 Interchange

- Phase 3A – Utility and Frontage Road Relocation Program: Multiple water main relocations along frontage roads.
- Phase 3B – Clearing and Grubbing: No water or sewer impacts.
- Phase 3C – I-20 Widening: 30-inch sewer force main relocation under I-20 bridge.
- Phase 3D – I-26 / I-126 Improvements: 30-inch sewer force main relocation under I-26 bridge.
- Phase 3E – I-20 / I-26 System to System Interchange: No water or sewer impacts.
- Carolina Crossroads Phase 4/5 – I-26 Widening: Multiple water main and sewer line relocations along frontage roads.

The general location of the project phases is shown on **Figure 1** attached. Our current understanding of the SCDOT roadway project comes from conversations with the SCDOT staff and the information provided by the SCDOT and on the SCDOT website.

The purpose of this amendment and time extension for this project is to:

- Provide the specific services needed by the CITY to assist with the utility relocations required by CCR Phases 3 and 4/5
- Continue providing coordination with SCDOT in utility coordination and relocation planning for identified CCR Phases
- Continue providing planning estimates of the potential impact to the CITY utilities as a result of the CCR project
- Continue to develop and maintain schedules as needed for tasks for proper coordination and delivery between SCDOT and the CITY
- Continue to provide Utility Coordination as needed
- Continue evaluation of Replacement Alternatives, and Prior Rights Assessment Assistance for future CCR Phases as needed

CONSULTANT will also be participating in the CITY's Mentor Protégé Program as part of this project, utilizing CHA Consulting, Inc. (formerly Civil Engineering Consulting Services, Inc. (CECS) as our Protégé.

SCOPE ADDITION/DELETION

The following Tasks 100, 200, 500, 800, 900, and 1000 are required to perform the services required for the CITY to meet their commitments to SCDOT as defined in the MOA with SCDOT. These tasks are amended/extended for the continued scope of services as follows.

Task 100 – Evaluation and Design Phase Administration

Original Task 100 provides for administration of the project including project management, meetings with the CITY, and oversight of the Protégé firm. Changes in the contract require additional effort in administration for the specific efforts required for CCR Phase 3 as well as the continuing efforts necessary of combined CCR Phases 4/5. By contract 20% of the total increase in the contract amount must be accounted for in participation of the Protégé firm. The additional work of the Protégé is covered under the other tasks; the effort for negotiations, sub-contract, amendment, and additional administration is included in this task.

Assumptions:

- 1. Over the last 22 months (January 2024 – October 2025) the average hours per month worked for Task 100 has been 40 hours per month.*
- 2. The proposed scheduled start date for this Amendment No. 3 is January 1, 2026, and the proposed completion date is December 31, 2028; 36 months.*
- 3. Therefore, we assume that 1,440 hours will be required to complete Task 100 through the proposed end of this extension.*
- 4. Using current staffing, proposed billing rates, and other direct costs the estimated total to continue Task 100 is \$283,505.*

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

Original Task 200 provides for planning of the project including both for CCR Phase 3 and for future CCR Phases 4 and 5 as detailed in Task 200 of WORK ORDER NUMBER TWO.

Assumptions:

- 1. Over the last 22 months (January 2024 – October 2025) the average hours per month worked for Task 200 has been 10 hours per month.*
- 2. The proposed scheduled start date for this Amendment No. 3 is January 1, 2026, and the proposed completion date for this Task 200 is December 31, 2026; 12 months.*

3. *Therefore, we assume that 120 hours will be required to complete Task 200 through the proposed end of this extension.*
4. *Using current staffing, proposed billing rates, and other direct costs the estimated total to continue Task 200 is \$25,500.*

TASK 300 – Survey and Utility Mapping

No additional work under this task is included in this Amendment.

TASK 400 – Geotechnical Investigation

Not Used.

TASK 500 – Final Design

Services will continue in support of design oversight efforts defined for Task 500 in the previous contract and amendments. Some of this effort for CCR Phase 3 has been completed, but more is needed to complete CCR Phase 3 as well as CCR 4/5.

Assumptions:

1. *Over the last 22 months (January 2024 – October 2025) the average hours per month worked for Task 500 has been 52 hours per month.*
2. *The proposed scheduled start date for this Amendment No. 3 is January 1, 2026, and the proposed completion date for this Task 500 is December 31, 2027; 24 months.*
3. *Therefore, we assume that 1,248 hours will be required to complete Task 500 through the proposed end of this extension.*
4. *Using current staffing, proposed billing rates, and other direct costs the estimated total to continue Task 500 is \$218,095.*

TASK 600 – Permits and Property

Not Used

TASK 700 – Bidding and Award

Not Used

TASK 800 – Engineering Services During Construction

Services will continue in support of construction oversight efforts defined for Task 800 in the previous contract and amendments. Most of this effort for CCR Phases 1 and 2 has been completed, but more is needed for the coming construction of CCR Phase 3 as well as CCR Phases 4/5.

Assumptions:

- 1. Over the last 22 months (January 2024 – October 2025), only during 8 months (January 2024 – August 2024), were these services provided during construction. The average hours contributed for Task 800 for those months was 60 hours per month.*
- 2. The proposed scheduled start date for this Amendment No. 3 is January 1, 2026, because construction for CCR Phase 3C is expected to begin in January or February 2026. The proposed completion date for this Task 800 is estimated to be December 31, 2028; 36 months.*
- 3. Therefore, we assume that 2,160 hours will be required to complete Task 800 through the proposed end of this extension.*
- 4. Using current staffing, proposed billing rates, and other direct costs the estimated total to complete Task 800 is \$375,770.*

TASK 900 – Full Time Construction Inspection

Continues in support of construction oversight efforts defined for Task 900 in the previous contract and amendments.

Assumptions:

- 1. Assume the average effort per month for full time construction inspection for CCR Phases 3 and 4/5 will be approximately the same as for CCR Phases 1 & 2.*
- 2. The average number of hours spent by CHA (formally CECS) for CCR Phases 1 & 2 is 200 hours per month.*
- 3. The proposed scheduled start date for this Amendment No. 3 is January 1, 2026, because construction for CCR Phase 3C is expected to begin in February 2026. The proposed completion date for this Task 900 is December 31, 2028; 36 months. We assume the construction will be on-going through the end of this time extension.*
- 4. Therefore, we assume that \$1,069,208 is required to complete Task 900 through the estimated end of the extension for work to be performed by CHA at their proposed billing rates and markup when the work is completed.*

TASK 1000 – Project Closeout

1010 Record Drawings

Not Used. Record drawings will be the responsibility of the Design-Build Team engineer.

1020 Punch List and Final Inspection

- These services are covered under Task 800.

1030 O&M Submittals

- At the conclusion of the project, CONSULTANT will receive, review and transmit to the CITY with written comments guarantees, Bonds, and certificates that are required by the Contract Documents and provided by the Contractor.

1040 Digital Information Submittals

Not Used. Record drawings will be the responsibility of the Design-Build Team engineer.

1050 Final Notice of Acceptability of the Work

- These services are covered under Task 800. Based upon periodic observation, observation during a final walk through of the project site, and construction records the CONSULTANT will provide written notice to the CITY when the CONSULTANT deems the work to be complete and acceptable.

1060 SCDES Permits to Operate

Not Used. SCDES permits will be the responsibility of the Design-Build Team engineer.

Assumptions:

1. *No Phase 3 work in Task 1000 has been expended to date; therefore no additional effort is required for CCR Phase 3.*
2. *Assume the closeout efforts for CCR Phases 4/5 will be approximately the same as for CCR Phase 3; 75 hours, \$13,200.*
3. *Closeout efforts will not be ongoing; they will occur only at the completion of construction of each individual water or sewer relocation phase.*

TASK 1100 – Additional Services - Not Used

FIGURE 1 - LOCATION MAP

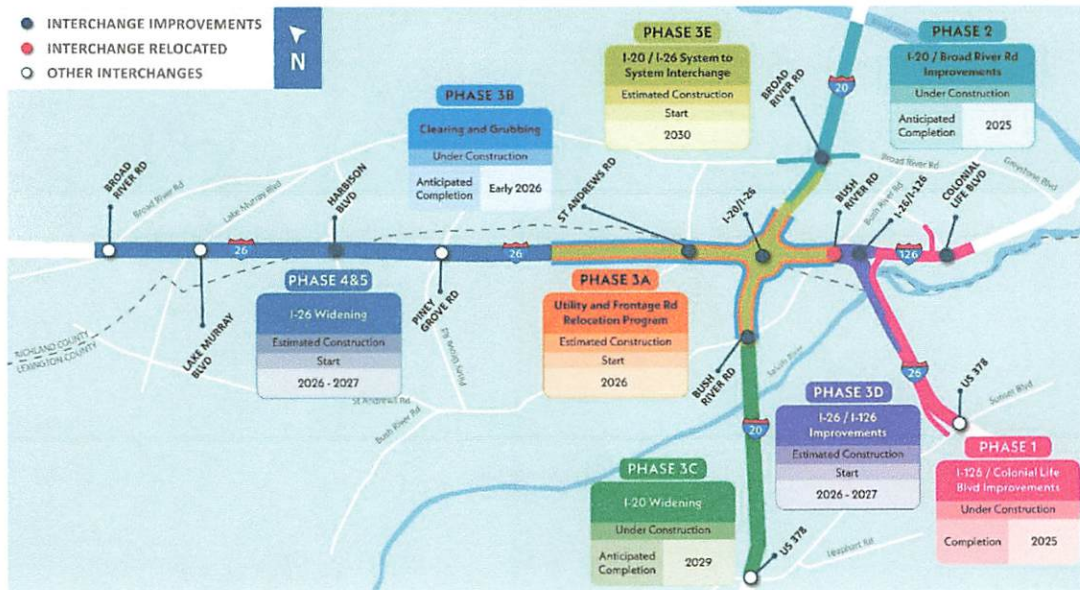


EXHIBIT B

COMPENSATION

City of Columbia

CIP # WM4453/SS7460

Carolina Crossroads Utility Relocation and Coordination

Compensation for services provided under Tasks 100 through 1000 as outlined in Exhibit A, Scope of Services, for this Amendment is estimated to be a total of \$1,985,278. This includes \$0.00 of lump sum tasks, as well as \$1,985,278 of hourly tasks and \$0.00 of tasks billed per each. Lump sum, hourly, and per each tasks are clearly labeled in the chart below. Please see attached Hourly Rate Sheet.

An estimated breakdown of the fee is shown in the following table, because of variability between task efforts the task values are not upper limits and funding may be moved between tasks if needed (please see the project schedule to understand the duration and intent of the hourly fee):

Task	Description	Water, CIP # WM4453			Sewer, CIP # SS7460		
		Hours	Subconsultants	Total	Hours	Subconsultants	Total
Task 100	Eval & Design Phase Admin (Hourly)	960	N/A	\$189,098	480	N/A	\$94,407
Task 200	Prelim Plan, Engr & Alt Anal (Hourly)	80	N/A	\$17,009	40	N/A	\$8,492
Task 300	Survey and Utility Mapping (Hourly)	N/A	\$0	\$0	N/A	\$0	\$0
Task 400	Geotechnical Investigations (Hourly)	N/A	N/A	N/A	N/A	N/A	N/A
Task 500	Final Design (Hourly)	832	N/A	\$145,469	416	N/A	\$72,626

Task 600	Permits and Property (Hourly)	TBD	TBD	TBD	TBD	TBD	TBD
Task 700	Not Used	N/A	N/A	N/A	N/A	N/A	N/A
Task 800	Engr Serv During Construct (Hourly)	1,441	TBD	\$250,639	719	TBD	\$125,131
Task 900	Full Time Construction Inspection (Hourly)	N/A	\$713,162	\$713,162	N/A	\$356,046	\$356,046
Task 1000	Project Closeout (Hourly)	50	N/A	\$8,804	25	N/A	\$4,396
Task 1100	Not Used	N/A	N/A	N/A	N/A	N/A	N/A
Task 1200	PER for P.S. Relocate (Lump Sum)	N/A	N/A	N/A	N/A	N/A	N/A
Task 1300	Survey/Map for PS Relocate (Lump Sum)	N/A	N/A	N/A	N/A	N/A	N/A
Task 1400	Geotech Invest P.S. Relocate (Lump Sum)	N/A	N/A	N/A	N/A	N/A	N/A
	Total of Contract	3,364	\$713,162	\$1,324,180	1,679	\$356,046	\$661,098
	% of Contract to Sub-consultants		36%			18%	
	% of Contract to Protégé		36%			18%	

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

7.5% Markup on Subcontracts

Total of Contract Amendment No. 3 for WORK ORDER 2 for CCR Phases 3, 4, & 5	
Time & Materials Total	\$1,985,278
Total Not-to-Exceed Amount this Amendment	\$1,985,278
Total Not-to-Exceed Amount of Total Amended WORK ORDER NUMBER TWO	\$4,742,159

Billing Rate Schedule with Anticipated Annual Increase of 4%

<i>Labor Rate Classification</i>	<i>2025 Billing Rate</i>	<i>2026 Billing Rate</i>	<i>2027 Billing Rate</i>	<i>2028 Billing Rate</i>
Officer	\$245	\$ 255	\$ 265	\$ 276
Principal / Associate	\$225	\$ 234	\$ 243	\$ 253
Senior Professional	\$200	\$ 208	\$ 216	\$ 225
Professional IV	\$195	\$ 203	\$ 211	\$ 219
Professional III	\$180	\$ 187	\$ 194	\$ 202
Professional II	\$155	\$ 161	\$ 167	\$ 174
Professional I	\$135	\$ 140	\$ 146	\$ 152
Designer	\$115	\$ 120	\$ 125	\$ 130
Sr Support Services	\$140	\$ 146	\$ 152	\$ 158
Sr Resident Proj Rep	\$145	\$ 151	\$ 157	\$ 163
GIS Specialist	\$115	\$ 120	\$ 125	\$ 130
Resident Project Rep	\$105	\$ 109	\$ 113	\$ 118
Project Administration	\$105	\$ 109	\$ 113	\$ 118
Survey Manager	\$160	\$ 166	\$ 173	\$ 180
Staff Surveyor	\$100	\$ 104	\$ 108	\$ 112
Intern	\$60	\$ 62	\$ 64	\$ 67

As this is a multi-year Contract, CONSULTANT Proposes to have defined billing rate increases for each year from the period July 1 to June 30 each year.

Project expenses to be invoiced at cost. Mileage to be invoiced at the current IRS approved rate per mile.

Improvement Plan
The Vista
Business Improvement District
Columbia, SC

Prepared pursuant to the State of South Carolina

Municipal Improvement Act

To authorize an improvement district in

The Vista, Columbia

March 6, 2026

Improvement Plan
The Vista Improvement District
Columbia, South Carolina

CONTENTS

1. Why an Improvement District for The Vista?
2. What is a Business Improvement District?
3. Improvement Plan Summary
4. The Vista Improvement District Boundary Map
5. Programs and Services to Be Provided
6. Operating Budget
7. Assessment Methodology
8. Governing the Business Improvement District
9. Continuation of City Services

Section 1: Why a Business Improvement District for The Vista?

To catalyze new investment while safeguarding existing assets, property owners in The Vista are initiating a private-sector, self-governance model to help fund enhanced services beyond those already provided by the City of Columbia. By utilizing the South Carolina Municipal Improvements Act, these stakeholders are proposing the establishment of a Business Improvement District (BID), a locally and nationally proven mechanism designed to provide a competitive edge through dedicated funding and professional place management. This strategic move is driven by a collective commitment to ensuring The Vista remains a destination rooted in the uniqueness of its history, leisure and hospitality offerings, and public programming. Property owners in The Vista are taking action for several key reasons.

1. Generate Consistent Funding to Improve the Health and Safety of The Vista

Over the years, cleanliness and quality of life issues have become primary pain points for property owners, businesses, tenants, residents, and visitors to The Vista. A primary goal of the Improvement District is to create a professional, visible "Clean and Safe" program. This program would include the hiring of ambassadors to support supplemental services such as cleaning, litter removal, graffiti abatement, and others that help retain existing and attract new users to the district, protect property values, beautify streetscapes, and improve the daily pedestrian experience. A well executed clean and safe program assists in visibly signaling that The Vista is a safe and healthy place to live, work, play, and invest.

2. Provide a More Vibrant District Experience that Strengthens The Vista's Identity

The proposed BID will act as a strategic steward of The Vista's brand, actively reinforcing its unique historic, arts, hospitality, and entertainment identity. With consistent and sustainable year over year funding, the BID will be equipped to create a more vibrant public realm through curated activities, including marketing, district promotion, and events, that strengthen the experience of the district, attracting new users and investment while ensuring the district's uniqueness remains consistent and compelling.

3. Foster Economic Growth and Enhance Property Values

Across the country, business improvement districts have been shown to help facilitate the financial and professional resources that equip property owners and community members with the tools to collaborate and act as strategic partners in the success of their districts. BIDs bring a stable financial and governance model that helps to both protect and enhance investments while providing leadership capabilities that influence the implementation of new development. A BID in The Vista helps partners collaborate, lead, and shape the district's future, ensuring challenges will be addressed.

As Columbia and South Carolina continue to attract new, and many young, residents to the state, The Vista needs to continue to compete for new investment, residents, and businesses. With recent and future investments in the pipeline, including Finlay Park, the Waterfront, student housing, and many adaptive reuse projects, The Vista is at a strategic moment to capitalize on existing energy and

attract investment in a coordinated way. A business improvement district provides the financial resources to develop and implement an economic development strategy that will capitalize on new investment to increase economic growth, enhance property values, and bring development to underutilized spaces across the district.

4. Establish Unified Leadership to Further District Priorities

The proposed Vista BID is expected to be managed by a new non-profit, 501(c)(3) established to manage the funding generated by the properties within the district. District work plans and budgets, based upon this ten-year plan, will be refined annually by a board of directors representative of the property owners who are paying the assessment with direct accountability to those who are paying into the district. The BID will operate under private-sector performance standards, ensuring every dollar is tied to measurable results.

As a nonprofit dedicated to achieving success within the Vista, the organization will also act as its champion, creating lasting working relationships with partners, including property owners, residents, business owners, other nonprofits, the City Council, and other public stakeholders. Specifically, the nonprofit will work closely with the Main Street BID creating a shared experience within Columbia's commercial core from Downtown to the waterfront. By unifying our stakeholders, the BID will serve to champion the interests of Vista property owners and other community members with City, County, and State partners.

Section 2: What Is a Business Improvement District?

The International Downtown Association estimates about 4,000+ place management organizations exist globally, 2,500 of which function in North America. These organizations are also known as Business Improvement Districts (BIDs), Business Improvement Areas (BIAs), Partnerships and Alliances. Led by the private sector, these organizations are typically nonprofits primarily supported by special assessments within specific geographies. BIDs exist in nearly every state at a diversity of sizes. According to the IDA, each organization on average “provides \$1.2 million in services to their districts to help businesses thrive and to make the district a great place for workers, residents and visitors.” These enhanced improvements and activities, which can include security, cleanliness, maintenance, and marketing, are **in addition** to those provided by the local government.

A Property-Based Business Improvement District (BID) is based upon the “benefit assessment district” concept, which provides for an assessment on real property and improvements upon real property to be raised within a specific geographic district with the proceeds directed back to the district to provide **enhanced services** that benefit the district and properties located within the district boundaries.

BIDs allow for a wide range of service options, including security, cleanliness, maintenance, marketing, economic and housing development, special events, etc.

BIDs offer a number of unique advantages. They are:

- Designed and created by those who will pay the assessment
- Governed by those who pay through a property and business board that supervises operations and submits a yearly implementation plan.
- Implemented by those who pay through a non-profit, private sector, management organization.
- Established through the support of the property owners who will pay the proposed property assessments.
- Established for a predetermined number of years with a sunset clause that requires a new approval by those who pay to renew the BID

Section 3: Vista Improvement Plan Summary

Improvement Plan Summary

Developed by property owners in The Vista, the Vista Improvement District Plan conveys special benefits to properties within the proposed BID. The District provides enhanced improvements and activities, including maintenance, public space cleaning, security, homeless outreach, marketing, and economic development, above and beyond the baseline services provided by the City of Columbia.

Location

An area defined in Section 4 of this plan, bounded generally by Taylor Street (North), Blossom Street (South), Assembly Street (East), and the Congaree River (West). (See Exhibit 1).

Value of District

The total estimated fair market value of the private, non-exempt properties within the proposed district as appraised by the Richland County Assessor as of February 2026 was \$755,537,100.

Improvements, Activities, Services

- **Public Space Management:** Enhanced security patrols (Ambassadors), visitor assistance, and improvements to street lighting/parking.
- **Enhanced Maintenance:** 16/7 cleaning, graffiti removal, pressure washing, and specialized trash/cigarette debris collection.
- **Landscape Programs:** Tree grate maintenance, seasonal flower planters, and sidewalk weeding.
- **District Marketing:** Marketing campaigns, visitor guides, business recruitment, market research, and public art installations.
- **Quality of Life & Planning:** Grant writing, residential recruitment, and improved connectivity to neighboring districts.

Method of Financing:

A levy of assessments upon real property and buildings which benefit from the improvements and activities.

Budget:

Anticipated district budget contribution from private property assessment for the year 2027 of operation is **\$1,464,844**.

Cost:

Annual assessments are based upon an allocation of specific program costs. Two property assessment variables, appraised value and street frontage on Gervais and Lady between Assembly and Huger, and on the side streets between Gervais and Lady: Huger, Pulaski, Gadsden, Lincoln, and Park, are used in the calculation.

The annual yearly assessments are not expected to exceed the rates listed below during the full term of the BID unless specifically authorized by City Council.

Assessment Rate

Per Dollar of Fair Market Value: \$.001844

Per Foot of Property Frontage: \$4.01

- Gervais and Lady between Assembly and Huger, and on the side streets between Gervais and Lady: Huger, Pulaski, Gadsden, Lincoln, and Park. (See Exhibit 2).

Properties fronting these streets are subject to both assessments.

City Services:

The City has agreed that existing City services will continue to be provided within the BID District at the same level as before the BID was created, consistent with City services provided in other areas. BID services are in addition to existing City services.

District Formation:

A District may be formed by either of two processes.

1. Submission of signed petitions from property owners who represent a majority per capita of all owners of real property within the district, which is not exempt from ad valorem taxation.
2. The City may create an improvement district through an ordinance adopted by a majority of council after a public hearing at which the plan is presented, including the proposed basis and amount of assessment.

This plan anticipates that the City will form the district using Process No. 2.

Duration:

The Business Improvement District will have a 10-year life (January 1, 2027 through December 31, 2036). After nine years, a new implementation plan must be developed, and the approval process must be repeated in order to continue beyond the tenth year.

Governance:

The City of Columbia as the governing body must approve the 10-year implementation plan. The Vista Improvement District budgets may be refined annually within the limitations set forth in the district implementation plan, by the Board of the private sector management/implementation organization. Any changes to the implementation plan during the term of the district that are not within the limitations set forth for changes in the plan, must be approved by the City Council acting as the governing body.

Through a contract with the governing body (i.e., City of Columbia), a property owner-led, private sector, non-profit district management/implementation organization is expected to implement the improvements and activities defined in the Plan and to manage the day-to-day operations of the District. To ensure immediate impact and fiscal efficiency, the BID can contract with an established management entity to jumpstart services and reduce administrative overhead. On a yearly basis a report summarizing the accomplishments of the District as well as a report of the financial activities of the District will be submitted to the governing body and to each assessment-paying property owner.

Section 4: Vista Improvement District Boundaries

The area within the following district boundaries have been identified for the Vista Improvement District. The map on Exhibit 1 of this report identifies these district boundaries. These boundaries

were determined by the Vista Property Owners group.

District Boundaries

The District includes all properties within an area defined by the following boundaries:

The southwest corner of Taylor Street and Assembly Street intersection shall serve as the point of beginning. From the point of beginning, proceed South on Assembly Street five city blocks to the north side of Senate Street. Follow Senate Street in a westerly direction one city block to the southwest corner of Park Street, then south one city block along Park Street to the northwest corner of Park Street and Pendleton Street. Continue west three city blocks on Pendleton Street to northwest corner of Pendleton and Wayne Streets, thereafter continue south five city blocks along the railroad tracks to the northwest of Wheat Street. Thereafter three blocks west to northeast of Wheat and Williams Street and one block north to the northeast corner of Williams and Blossom Street. Follow Blossom Street west to the east bank of the Congaree River and proceed north following the shore of the Congaree River for eleven city blocks to the corner of the southside of Blanding Street. At which point, follow Blanding Street to the southeast corner of Gist Street then north one city block to Laurel Street. Turn east on the south side of Laurel and proceed to the southwest corner of Laurel and Huger Street. At Huger Street, proceed one city block south then travel southeast along the railroad tracks from Huger at Blanding Streets toward the southwest corner of Pulaski and Taylor Streets. Continue east along Taylor Street to the point of origin at Assembly Street. The eastern boundary of the district is to adjoin the western boundary of the City Center Business Improvement District. The properties on the eastern side of Assembly Street with frontage on Assembly Street will not be assessed by or included in the Vista BID boundaries due to their existing inclusion in the Main Street District.

For a graphic representation of the boundaries of the Vista Improvement District see the map labeled “Exhibit 1.”

Exhibit 1: The Vista BID Proposed Boundaries

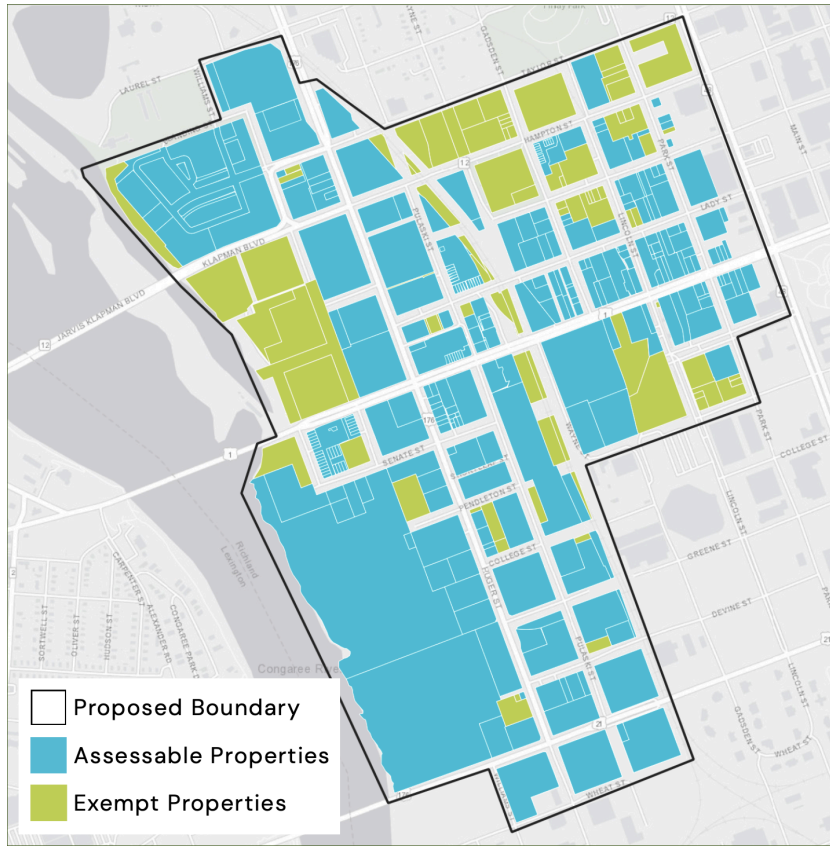


Exhibit 2: The Vista BID Proposed Boundaries of Additional Assessment Frontage



Section 5: Programs And Services To Be Provided

Process to Establish the Improvement District Plan

Through stakeholder engagement in the Vista, priority improvements and programming activities to be delivered by the Vista Business Improvement District were determined to be clean and safe, maintenance, marketing/communications, and economic development.

All properties within the Vista BID will receive a core level of all the district's services. In addition, Gervais and Lady between Assembly and Huger, and on the side streets between Gervais and Lady: Huger, Pulaski, Gadsden, Lincoln, and Park is expected to receive a higher level of maintenance. The additional frontage assessment on these streets reflects the increased level of services provided.

PUBLIC SPACE DEVELOPMENT & MANAGEMENT

- **Public Safety Program**

- **Integration with the Columbia Police Department:** The Vista public security program is expected to work closely with The Columbia Police Department and integrate the Vista program with that of the Department. The public safety program's mission is to support the police department, property owners, and tenants in overall crime prevention efforts and reduction in street disorder, while offering a customer service orientation to pedestrians and motorists. It provides highly visible security and is intended to supplement the individual building security and the Columbia Police Department already provided
- **Foot Patrol:** The patrol program is expected to help deter aggressive panhandling and other anti-social street behavior. The goal of this patrol is to help deter and report illegal street vending, illegal dumping, and street code violations. They will handle a myriad of quality of life problems including: drinking in public, urinating in public, indecent exposure, trespassing, prostitution observations, among others. They will perform goodwill gestures such as escorting employees, helping lost persons, and retrieving keys from locked cars. The patrol program also can assist with traffic control in the event of accidents, fires, or unusual occurrences. They will patrol assigned routes, covering all in the district. They will be professional, assertive, friendly, courteous, people-oriented individuals in excellent physical condition. The patrol program officers will complete customized classroom district training and additional hours of field training.
- **Evening Safety Patrol:** The evening patrol program will increase the sense of safety for the nighttime users of the restaurants, churches, hospital, hotels, and all businesses that cater to a nighttime clientele. The evening patrol program has the same mission and receives the same training as the foot patrol program.

- **Maintenance Program**

- **Vista Clean Team:** In order to deal effectively and consistently with maintenance issues, a Vista Maintenance Plan will be established. A multi-dimensional approach will consist of the following elements:
 - **Sidewalk Maintenance:** Uniformed, radio-equipped personnel sweep litter,

debris and refuse from sidewalks and gutters of the district. Personnel also collect trash and debris as necessary, including maintaining pet “comfort stations.”

- **Graffiti Removal:** Removal of graffiti by using solvent and pressure washing. The District will maintain a zero tolerance graffiti policy. All tags will be removed within 24 hours once the team is notified of the presence of graffiti.
 - **Sidewalk Pressure Washing:** The district standard is to have all sidewalks cleaned at least every other month with high use areas cleaned more frequently.
 - **Paper Sign and Handbill Removal:** Paper signs and handbills taped or glued on public property, utility boxes, poles and telephones are removed by hand or when necessary by high-pressure hose.
 - **Special Collections:** A district truck will be available to collect items illegally dumped in the district.
 - **Maintenance Problems Requiring Third Party Intervention:** Problems that create blighted or unsafe conditions in the district, but are outside of the jurisdiction of the district to repair will be monitored, and the responsible party to be contacted and asked to deal with the issue. These types of problems include blocked or damaged sewers or drains, damaged sidewalks/streets/alleys, non-operating streetlights, damaged or missing street signs, etc.
- **Landscape Maintenance Program**
 - **Litter/Weed Removal:** Public landscape areas, tree wells and planters will be maintained and kept free of litter and weeds.
 - **Seasonal Planting:** A program of seasonal plantings of colorful flowers will be developed.
 - **Special Projects Program:**
 - **Signage:** A Vista Wayfinding program will be developed to improve the ability of users to find destinations within the district as well as increase the ease of pedestrian use of the district.
 - **Public Art:** A program will be developed to facilitate the installation of public art within the district.
 - **Street Furniture:** A program will be developed to provide additional street furniture such as trashcans, benches and children's play areas.

DISTRICT MARKETING

1. Communications/Marketing

- An integral piece of the improvement plan is to create a program to tell the story of change and improvement in The Vista. The program that will be developed by the

property owners is expected to maintain, create, or improve upon:

- Street Banner Program
- Visitor Guides and Parking Map
- Business Directory
- Public and Media Relations
- Special Events
- Improved Signage
- Regional Marketing Campaign

2. Business Development

- Several tools will be developed to support the efforts of individual property owners and brokers to attract and retain tenants. Some of these tools are:
 - Market Research & Data Collection
 - Defined Business Recruitment and Retention Strategy
 - Investor, Tenant and Broker Recruitment Support Packets
 - Residential Recruitment and Demographics Development
 - Building Improvement Programs
 - One Stop, Available Space Resource Center
 - Business Attraction, Support, and Retention
 - Façade or Other Business Improvement Programs

3. Planning

- Public/Private Planning Activities
- Economic Development Studies (e.g., market, zoning and land use, parking)
- Resource Sourcing
- Grant Writing

ADMINISTRATION

1. Management Personnel

- A professional staff with centralized administrative support is expected to manage the Vista improvements and activities. This staff will be responsible for representing the property owners before public agencies and advocating on behalf of business and property owners. District services are estimated to be delivered 16 hours a day, seven days a week, requiring management staff 16 hours a day, seven days a week.
- To ensure immediate impact and fiscal efficiency, the BID can contract with an established management entity. This approach bypasses the overhead of a dedicated internal staff while providing consistent representation before public agencies. By leveraging existing infrastructure, the BID will deploy 16/7 district services and management oversight from day one, ensuring property owners receive professional advocacy without the delay of a centralized startup phase.

Section 6: Operating Budget

FY 2027 Operating Budget Summary

The summary of the FY 2027 operating budget for the Vista Business Improvement District is provided. The total improvement and activity plan budget for 2027 is projected at the expected assessment of **\$1,464,844** and made up of the following components:

PUBLIC SPACE MANAGEMENT

A public clean and safe program is an essential component of BID activities.

- **Enhanced Security Programs:** The public safety programs are designed to improve both the reality and the perception of safety in the Vista. Individual public safety programs are detailed in Section 5.
- **Enhanced Maintenance:** In order to establish and maintain cleanliness throughout the District the Maintenance program will remove trash, debris, and graffiti, provide sidewalk maintenance and pressure washing, and other services as detailed in Section 5.
- **Enhanced Landscape Services:** To provide a more positive perception of the Vista an enhanced landscape program will be provided as detailed in Section 5.
- **Special Projects:** Special projects are projects that are important to increasing the quality of life in the public environment, but do not fit within one of the other categories. Special project details are found in Section 5.

The budget for the public safety program is **\$878,907 or 60%** of the **total District budget**.

DISTRICT MARKETING

In order to tell the story of The Vista, and continue to build upon the positive changes in both perception and reality, the Vista BID will implement a district marketing and communications program as detailed in Section 5.

The budget for the district marketing program is **\$292,969 or 20%** of the **total District budget**.

ADMINISTRATION

In order to manage the day-to-day activities of the BID a professional administrative staff and office are necessary to ensure the delivery of quality services.

The budget for administration is **\$292,969 or 20%** of the **total District budget**.

Section 7: Assessment Methodology

Assessment Methodology

Vista property owners and stakeholders have emphasized that the assessment formula for the District must be fair, balanced and have a direct relationship between benefits received and costs.

Calculation of Assessments

The preceding methodology is applied to a database that has been constructed by the Vista property owners and its consultant team. The property data was obtained from the County Assessor's Office.

Based upon the methodology as set forth above, property data compiled by the Vista property owners and the District budget is expected to yield the following assessments for each benefit zone.

The annual yearly assessments are not expected to exceed the rates listed below during the first year of the BID.

- **Assessment Rate:** \$.001844

Per Dollar of Fair Market Value

- **Frontage Assessment Rate:** \$4.01

Per Foot Frontage on Gervais and Lady between Assembly and Huger, and on the side streets between Gervais and Lady: Huger, Pulaski, Gadsden, Lincoln, and Park

In future years, assessments may change, up or down, if appraised value information changes. We do not anticipate any increases in the assessment rates unless unforeseen circumstances occur.

Budget Adjustments

If there is a budget surplus, it will be rolled into the following year's District budget. Yearly expenditures and budgets shall be set so that at the end of each year there will not be a planned deficit at the end of any year.

Time and Manner for Collecting Assessments

As provided by state law, the Vista BID assessment will appear as a separate line item on annual property tax bills.

Government Assessments

The Vista Improvement District plan assumes that the City, County and Federal Government will pay fair-share assessments for property owned within the boundaries of the District.

It is the intent of the improvement district law to provide services only to those properties that pay assessments. District services will not be provided to government properties that do not pay District assessments. All reasonable efforts will be made to include government properties on a voluntary basis in the District assessment.

Residential Assessments

Owner occupied residential property which is taxed under Section 12-43-220 (c) will not be assessed unless the owner gives the governing body written permission to include the property within the improvement district. Multi-unit residential property and non-owner occupied horizontal property regime units which are not taxed or will not be taxed pursuant to Section 12-43-220 (c) will be assessed.

Non-profit Assessments

Property held in a non-profit status that does not currently pay ad valorem taxes will not be required to pay District assessments by the Vista Partnership Board of Directors. All reasonable efforts will be made to include non-profit properties on a voluntary basis in the District assessment.

Section 8: Governing The Business Improvement District

Private Sector, Management/Implementation Organization

Through a contract with the governing body (i.e., City of Columbia), a property owner-led, private sector, non-profit district management/implementation organization is expected to implement the improvements and activities defined in the Plan and to manage the day-to-day operations of the District. This group's professional management staff is expected to handle communications and administration for the District. The Board of this non-profit organization will be representative of property owners within the district. Upon creation of the non-profit district management organization, the Board may choose to contract with an established management entity to jumpstart services and reduce overhead.

The City of Columbia as the governing body, must approve the 10-year implementation plan. The Vista Business Improvement District budgets and policies may be refined annually within the limitations set forth in the district implementation plan, by the board of the private sector management/implementation organization. During the term of the District, any changes to the implementation plan that are not within the limitations set forth for changes in the plan must be approved by the City Council.

On a yearly basis the management/implementation organization will issue a report summarizing the accomplishments of the district as well as a report of the financial activities of the district. The report will be submitted to the City Council as the governing body and to each assessment-paying property owner.

Section 9: Continuation Of City Services

All BID services are supplemental. They are designed to enhance—not replace—existing municipal services. The City of Columbia maintains existing services at verifiable “baseline” service levels.

ORDINANCE NO.: 2026-023

Establishing the Vista Business Improvement District

BE IT ORDAINED by the Mayor and Council this ___ day of ____, 2026, that the Vista Business Improvement District is hereby established as follows:

Section 1. Authority.

Pursuant to the authority derived from South Carolina Code § 5-37-10, there is hereby established an improvement district to be known as the Vista Business Improvement District (hereinafter “BID”).

Section 2. Findings of Fact

Columbia City Council finds that (i) improvements would be beneficial within the BID; (ii) the improvements would preserve and increase property values within the district; (iii) in absence of improvements, property values within the area will be likely to depreciate and that the proposed improvements will be likely to encourage development in the BID; (iv) the general welfare and tax base of the City will be maintained or improved by the creation of the BID; and (v) it is fair and equitable to finance the improvements by an assessment upon the real property within the district.

Section 3. District Boundaries

The BID shall include all properties within a boundary of (with the exception of predetermined exempted properties based on use [i.e. agricultural and industrial uses and owner-occupied properties]):

The southwest corner of Taylor Street and Assembly Street intersection shall serve as the point of beginning. From the point of beginning, proceed South on Assembly Street five city blocks to the south side of Senate Street. Follow Senate Street in a westerly direction one city block to the southeast corner of Park Street, then south one city block along Park Street to the southeast corner of Park Street and Pendleton Street. Continue west three city blocks on Pendleton Street to southeast corner of Pendleton and Wayne Streets, thereafter continue south five city blocks along the railroad tracks to Wheat Street. Thereafter three blocks west to Williams Street and one block north to Blossom Street. Follow Blossom Street west to the east bank of the Congaree River and proceed north following the shore of the Congaree River for eleven city blocks to the corner of Blanding Street. At which point, follow Blanding Street to the corner of Williams Street then north one city block to Laurel Street. Turn east on Laurel and proceed to Huger Street. At Huger Street, proceed one city block south then travel southeast from Huger at Blanding Streets toward the corner of Pulaski and Taylor Streets. Continue east along Taylor Street to the point of origin at Assembly. The eastern boundary of the district is to adjoin the western boundary of the City Center Business Improvement District.

Section 4. Adoption of Improvement Plan

The Vista Business Improvement District (BID) Improvement Plan dated March 6, 2026, a copy of which is attached hereto and made a part hereof by reference as the “Vista Improvement Plan”, is hereby adopted.

Section 5. Assessments Imposed

An initial annual assessment equal to .001844 per dollar of the fair market value (as established by the Richland County Assessor) of each parcel along with an additional assessment of \$4.01 per foot of frontage on Gervais and Lady Streets between Assembly and Huger, along with such side streets between them as listed: Huger, Pulaski, Gadsden, Lincoln, and Park be imposed for the purpose of funding the services and improvements contemplated by the Improvement Plan. For properties that have received approval under the Bailey Bill to have their appraised taxable frozen, the annual assessment shall be applied against the

LEGAL DEPARTMENT DRAFT

Bailey Bill appraised value. Properties that are exempt from paying property taxes shall be exempt from the additional annual assessment. Owner-occupied residential property that is taxed, or will be taxed pursuant to Section 12-43-220(c) of the South Carolina Code of Laws shall be exempt from the additional annual assessment.

Section 6. Baseline of Services

No services provided by the City within the District shall be terminated as a result of the enactment of this ordinance. There shall be no reduction in the level of any service provided by the City within the District as a result of the enactment hereof.

Section 7. Termination of Assessments

The district hereby created and the assessments hereby imposed shall terminate on December 31, 2036, or upon the adoption of an ordinance otherwise terminating the district, whichever shall first occur.

Section 8. Contracts for Management

Contracts for the management and oversight for the delivery of services to the BID are hereby authorized. The City Manager is authorized to execute such contract upon approval by City Council.

This ordinance is effective as of May 21, 2026.

Requested by:

Councilmember ? _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST



Deputy City Attorney

City Clerk

Public Hearing:

Introduced:

Final Reading:



Meeting Date: May 5, 2026
Department: Legal
From: Jeff Palen, Assistant City Manager / CFO

Ordinance No.: 2026-025 - Authorizing the Exchange of Properties at 742 Wilkes Road, Richland County TMS# R11813-05-18 and 5111 Spalding Avenue, Richland County TMS# R11701-04-01

First reading approval was given on April 21, 2026.

Background Summary:

Attachments:

1. 2026-025 - Ordinance

ORDINANCE NO.: 2026-025

Authorizing the Exchange of Properties at 742 Wilkes Road, Richland County TMS# R11813-05-18 and 5111 Spalding Ave, Richland County TMS# R11701-04-01

WHEREAS, the City of Columbia is supportive of increasing the affordable housing numbers throughout Columbia for residents; and,

WHEREAS, the Housing Assistance Program (HAP) has been active for many years and has resulted in the rehabilitation of 65 existing homes and construction of 6 new homes; and,

WHEREAS, CEBA has been tasked with managing the HAP Program which includes site evaluations, home inspections, and other such work necessary to move a project forward with rehabilitation or new construction; and,

WHEREAS the property at 742 Wilkes Road was identified as a project through the HAP Program; and,

WHEREAS, it was determined rehabilitation of the home at 742 Wilkes Road was not practical due to existing conditions; and,

WHEREAS, it was determined that replacement of the home at 742 Wilkes Road was not feasible due to on-site flooding conditions; and;

WHEREAS, the property at 5111 Spalding Ave was identified as an alternate location for a replacement home, and,

WHEREAS the construction of the home at 5111 Spalding Ave is complete, and;

WHEREAS, the homeowner of 742 Wilkes Road has agreed to transfer said property to the City, and;

WHEREAS, the City will transfer the property at 5111 Spalding Ave to the homeowner of 742 Wilkes Road in exchange for the property at 742 Wilkes Road; and,

WHEREAS, the City intends to demolish the home at 742 Wilkes Road; and,

WHEREAS, the CEBA will evaluate the site at 742 Wilkes Road to determine if drainage improvements can be made that result in the property being suitable for a future building site; and,

WHEREAS, that determination will be made following further site evaluations; and,

WHEREAS the decision regarding the future use of the property at 742 Wilkes Road will be made by the City with the input from CEBA; and,

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NOW and THEREFORE, BE IT RESOLVED by the Mayor and Council on this ____ day of _____, 2026, that the City Manager is hereby authorized to execute Quitclaim Deeds and any other documents necessary, on a form approved by the City Attorney, to effect the exchange of the two properties identified above.

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



CITY COUNCIL

April 21, 2026 at 4:00 P.M.

City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

ZONING MAP AMENDMENT CASE SUMMARY

84, 92, 94, 100 and 108 Bluff Road
TMS#s 11204-02-40, 11204-02-39 and 11204-02-38

Council District: 3

Proposal: Request to rezone the properties from Residential Two-Family - Mill Village District (RD-MV) to Residential Mixed District (RM-1), portions of the property are within the Floodplain Overlay District (OV-FP) and Floodway Overlay District (OV-FW).

Applicant: Jason Holliday, Sandlapper Management Company, LLC

Staff Recommendation: Approval

PC Recommendation: 3/12/2026; Recommend Approval (6-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 3.34 acres

Current Use: Undeveloped

Proposed Use: Residential

Future Land Use Classification: Urban Core Mixed Residential Type 3 (UCMR-3).

Current Zoning: Residential Two-Family - Mill Village District (RD-MV) portions within the Floodplain Overlay District (OV-FP) and Floodway Overlay District (OV-FW)

Proposed Zoning: Residential Mixed District (RM-1), portions within the Floodplain Overlay District (OV-FP) and Floodway Overlay District (OV-FW)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The future land use classification assigned to the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Core Mixed Residential Type 3 (UCMR-3).

Refer to the attached land use classification descriptions.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the [Capital City Mill District Area & Corridor Plan](#) (2017), developed and adopted jointly by the City of Columbia and Richland County. The property falls within the Olympia Neighborhood sub area (pages 12 and 15-16), and the plan proposed a future land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) for the property (page 32). Specific Mill District Characteristics were provided related to each recommended future land use classification, and for UCMR-3, these were: “mill vernacular architecture; predominantly single-family; tertiary commercial uses should be limited to corridors with appropriate scale (Olympia Avenue + Whaley Street)” (page 32).

The [Greening America’s Communities Rocky Branch Greenway](#) charrette and plan document (2018) considered how the property owned by the City immediately northeast of the subject property along Bluff Road might be restored and redeveloped to provide access to natural spaces and recreation while also connecting to the Rocky Branch Greenway. While the majority of recommendations focused on the City-owned property, the plan did make recommendations for neighborhood connections – including the installation of a sidewalk along the east side of Bluff Road adjacent to the property under consideration for rezoning.

ZONING

These three parcels are currently zoned Residential Two-Family - Mill Village District (RD-MV); the northern portions are in the Floodplain Overlay District (OV-FP), and the northernmost corner (+/- 10,000 sq. ft.) is within the Floodway Overlay District (OV-FW). The OV-FP and OV-FW overlays are unaffected by the applicant’s request.

The parcels were annexed in September of 2024 and June of 2025 and assigned the RD-MV district (with overlays) at the time of annexation. At the time of the most recent annexation in 2025, the developer was proposing a multifamily development consisting of duplexes, and the County had placed a moratorium on development within the Olympia area.

Since that time, the moratorium has been lifted and the County has created a [neighborhood character zoning overlay for the Olympia Mill Village](#) that functions similarly to the City’s historic overlays. This neighborhood character overlay was largely applied to the historic mill village grid and not extended to any of the unincorporated properties on the east side of Bluff Road. Also, the City has clarified the distinction between duplexes (a two-unit building on a single lot) and multifamily (three or more units on a single lot), and the originally requested RD-MV district no longer accommodates the proposed development.

The City-owned parcel to the due north along Bluff Road is zoned LL-R: [Large Lot – Reserve District](#), and the site of the former baseball stadium to the northeast is zoned CAC: [Community Activity Center/Corridor District](#).

To the southeast on the same side of Bluff Road as the subject property, the properties are in unincorporated Richland County and are zoned Residential 6 (R6). Across Bluff Road, the properties are also zoned R6 but are subject to the above-mentioned Olympia Mill Village Neighborhood Character overlay. The County’s R6 district has a density slightly higher than the City’s RM-2 district (18 units/acre vs 17.2 units/acre), but with a lot width more in line with the City’s RM-1 district (50 feet).

The proposed City of Columbia zoning is Residential Mixed District (RM-1); again, the OV-FP and OV-FW overlays are unaffected by the applicant’s request and will remain.

Refer to the attached zoning district descriptions for more information on the existing and proposed City of Columbia zoning.

STAFF RECOMMENDATION

At the time of annexation, staff found the request for RD-MV to be appropriate in light of existing plans and surrounding development context, and finds that RM-1 is also appropriate for this site on the same basis.

The development pattern on this side of Bluff Road is a mixture of reserved lands, single-family residences, and duplex-style multifamily development in a non-gridded development pattern. The RD-MV district is best suited for a gridded block pattern of small residential lots, and though an extension of the grid to mirror the historic development pattern across Bluff Road would be welcome, RM-1, which permits a lower density (8.7 units/acre) than RD-MV (13.2 u/a), is also appropriate in light of the aforementioned surrounding development context, floodplains, and topography of the site. Thus, staff finds that the proposed RM-1 District is consistent with the surrounding uses and the future land use classification in the *Columbia Compass* comprehensive plan, and recommends approval of this request.

Future Land Use Classification

Current Zoning District

Proposed Zoning District

ORDINANCE NO.: 2026-029

Amending the Official Zoning Map to modify the zoning for 84, 92, 94, 100 and 108 Bluff Road, Richland County TMS # 11204-02-40, 11204-02-39 and 11204-02-38

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 84, 92, 94, 100 and 108 Bluff Road, Richland County TMS # 11204-02-40, 11204-02-39 and 11204-02-38; 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 _____, 2026, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 84, 92, 94, 100 and 108 Bluff Road, Richland County, Richland County TMS# 11204-02-40, 11204-02-39 and 11204-02-38 as shown in Attachment A, is hereby rezoned from Residential Two-Family - Mill Village District (RD-MV) to Residential Mixed District (RM-1), portions of the property are within the Floodplain Overlay District (OV-FP) and Floodway Overlay District (OV-FW). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

LEGAL DEPARTMENT DRAFT

Requested by:

Assistant City Manager Palen

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



CITY COUNCIL

April 21, 2026 at 4:00 P.M.

City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE Urban Design Review Commission Membership

Proposal:	Request to amend the Unified Development Ordinance, Chapter 17- Article 2: Administration, Sec. 17-2.3 Advisory and Decision-Making Bodies and Persons (e.) Design Development Review Commission; (2) Membership and Terms, to amend the number of appointed members.
Applicant:	Andrew Livengood, Zoning Administrator
Staff Recommendation:	Staff Sponsored
PC Recommendation:	04/09/2026; recommended approval with amendment (7-0)

DETAILS

City Council approved a Text Amendment to the UDO on January 6, 2026 to divide the Design/Development Review Commission (D/DRC) into two separate boards, which was a recommendation of the recently adopted Downtown Strategic Plan (adopted June 2025).

The adopted text amendment specified that the proposed Historic Preservation Design Review Commission (HP/DRC) would consist of seven (7) members, and would hear cases related to historic districts and landmarks and that the Urban Design Review Commission (U/DRC) would consist of five (5) members and would hear cases related to urban design districts. Each board would have a number of members with expertise specific to the case types they consider.

At the meeting on February 17th, City Council voted unanimously to increase the number of members on the U/DRC from five to seven. The proposed amendment herein is to reflect that change in the text of the Unified Development Ordinance. By specifying "at least five" members, the U/DRC can accommodate the seven appointees but remains flexible if a smaller U/DRC is needed in the future.

NOTE: At its April 9, 2026 meeting, the Planning Commission voted 7-0 to recommend an amended approval of this request to include a maximum of seven (7) members, changing the language to read:

"The HP/DRC shall consist of seven members, and the U/DRC shall consist of **at least 5 but no more than 7** members, all appointed by the City Council. No member shall hold any other public office or position in the City or County."

- e. Engage in educational activities related to promoting appropriate urban design, historic preservation, and the conservation of historic or aesthetic features of the City.
- f. Advise and assist the City Council, at the Council's request, to further the purposes of this Ordinance.

(2) Membership and Terms

a. Number, Appointment, and Qualifications

1. The HP/DRC shall consist of seven members, and the U/DRC shall consist of **at least** 5 members, all appointed by the City Council. No member shall hold any other public office or position in the City or County.

- (i) Of the members appointed to the HP/DRC, at least one shall be an architect registered in the State, at least one shall be an individual with demonstrated preservation experience, at least one shall be a contractor or crafts person with hands-on experience working on historic structures, one shall be an architect with historic preservation experience, and the remainder, if any, shall be persons who, by reason of other experience or education, shall be qualified for service on the DRC.
- (ii) Of the members appointed to the U/DRC, at least one member shall be an architect registered in the State of SC, at least one shall be an urban planner, at least one shall be a landscape architect or urban design professional, and at least one shall be a real estate developer or licensed real estate broker.

b. Terms

Members shall be appointed for three-year terms. Members may continue to serve until their successors are appointed.

c. Current Members

Members of the HP/DRC and the U/DRC on January 1, 2026 who have been appointed to continue serving from the 2025 DDRC shall continue to serve at the pleasure of the City Council until their respective terms expire according to the rules in place when they were appointed, unless they are removed in accordance with subsection d below.

d. Removal

The City Council may remove a member of the DRC for cause, after written notice and a public hearing. Cause may include, but is not limited to, nonattendance at meetings.

e. Vacancies

Vacancies, for whatever reason, shall be filled by the City Council for the balance of an unexpired term.

ORDINANCE NO.: 2026-030

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Article 2: Administration, Sec. 17-2.3 Advisory and Decision-Making Bodies and Persons, (e) Design Development Review Commission

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2026, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Article 2: Administration, Sec. 17-2.3 Advisory and Decision-Making Bodies and Persons, (e) Design Development Review Commission is amended to read as follows:

Sec. 17-2.3 Advisory and Decision-Making Bodies and Persons

(2) Membership and Terms

a. Number, Appointment, and Qualifications

1. The HP/DRC shall consist of seven members, and the U/DRC shall consist of **at least** five members, all appointed by the City Council. No member shall hold any other public office or position in the City or County.

(i) Of the members appointed to the HP/DRC, at least one shall be an architect registered in the State, at least one shall be an individual with demonstrated preservation experience, at least one shall be a contractor or crafts person with hands-on experience working on historic structures, one shall be an architect with historic preservation experience, and the remainder, if any, shall be persons who, by reason of other experience or education, shall be qualified for service on the DRC.

(ii) Of the members appointed to the U/DRC, at least one member shall be an architect registered in the State of SC, at least one shall be an urban planner, at least one shall be a landscape architect or urban design professional, and at least one shall be a real estate developer or licensed real estate broker.

b. Terms

Members shall be appointed for three-year terms. Members may continue to serve until their successors are appointed.

c. Current Members

Members of the HP/DRC and the U/DRC on January 1, 2026 who have been appointed to continue serving from the 2025 DDRC shall continue to serve at the pleasure of the City Council until their respective terms expire according to the rules in place when they were appointed, unless they are removed in accordance with subsection d below.

d. Removal

The City Council may remove a member of the DRC for cause, after written notice and a public hearing. Cause may include, but is not limited to, nonattendance at meetings.

LEGAL DEPARTMENT DRAFT

Requested by:

Assistant City Manager Palen

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



Meeting Date: May 5, 2026
Department: Legal
From: Jeff Palen, Assistant City Manager / CFO

Ordinance No.: 2026-031 — Authorizing the City Manager to execute a Deed and any closing documents necessary for the sale of 1601 Assembly Street, Richland County TMS# 09014-01-02, pursuant to the United States Postal Service exercise of its purchase option under the current lease

First reading approval was given on April 21, 2026.

Background Summary:

Attachments:

1. 2026-031 - 1601 Assembly St
2. Limited Warranty Deed (1601 Assembly)(66957463.1)

ORDINANCE NO.: 2026-031

Authorizing the City Manager to execute a Deed and any closing documents necessary for the sale of 1601 Assembly Street, Richland County TMS # 09014-01-02, pursuant to the United States Postal Service exercise of its purchase option under the current lease

WHEREAS, on September 6, 2019, the City of Columbia purchased the above property from Honolulu Rapid Transit Company, Ltd., n/k/a HRT Realty, LLC, for the purpose of including that parcel in the Finlay Park revitalization project(s) with said property being under lease to the United States Postal Service ("USPS"), and said lease containing an option to purchase by the USPS; and

WHEREAS, the USPS has now indicated its intent to exercise its option to purchase the property according to the terms contained in that lease; now

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2026, that the City Manager is authorized to execute the attached Deed and any other documents necessary, as may be on a form approved by the City Attorney to consummate the sale of 1601 Assembly Street, Richland County TMS # 09014-01-02 from the City of Columbia to United States Postal Service, or its designee, for the sum of Three Million One Hundred Eighty Thousand and No/100 (\$3,180,000.00) Dollars.

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

EXHIBIT A

Legal Description

All that piece, parcel or lot of land situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, beginning at a point eight-tenths (0.8') of one foot N 20-00' W of the northwestern corner of the intersection of Taylor and Assembly Streets; thence S 71°-00' W a distance of six hundred eleven and two-tenths (611.2') feet along the northern right-of-way line of Taylor Street to an iron pin located seven and four-tenths (7.4') feet north of the old northern line of Taylor Street; thence running N 20°-00' W a distance of five hundred twelve and seven-tenths (512.7') feet to an "X" mark in a concrete slab; thence N 37°-41' E a distance of five hundred fifty-nine and seven-tenths (559.7') feet to an iron on the northeastern property line of the property herein conveyed, and continuing a distance of five and three-tenths (5.3') feet to an offset line. Bearings and distance along the offset line:

S 71°-50' E Eleven and seven-tenths (11.7') feet;
S 67°-50' E Fifty-four and five-tenths (54.5') feet;
S 65°-37' E Forty-five and seven-tenths (45.7') feet;
S 57°-26' E Fifty-two and five-tenths (52.5') feet;
S 52°-51' E Forty-one and six-tenths (41.6') feet;
S 20°-00' E Nine and two-tenths (9.2') feet

to an iron on the eastern line of the property, the same being the western line of Assembly Street; thence continuing along the eastern property line and the western right-of-way line of Assembly Street S 14°-42' E a distance of fifty-six and twenty-four one-hundredths (56.24') feet to an iron; thence S 5°-54' W a distance of thirty-eight and ninety-one one-hundredths (38.91') feet to an iron; thence S 26°-51' E a distance of one hundred and seventy-two one-hundredths (100.72') feet to an iron; thence S 22°-17' E a distance of one hundred and seventeen one-hundredths (100.17') feet to an iron; thence S 20°-00' E a distance of one hundred (100') feet to an iron; thence S 18°-51' E a distance of one hundred and two one-hundredths (100.2') feet to an iron; thence S 18°-20' E a distance of sixty-nine and three one-hundredths (69.03') feet to an iron; thence N 70°-00' E a distance of ten and five-tenths (10.5') feet to an iron; thence S 20°-00' E a distance of one hundred two and seven-tenths (102.7') feet to an iron, the point of beginning.

The lot of land herein described, containing approximately nine and fifty-three one-hundredths (9.53) acres, is more clearly shown and delineated on a "Plat of Property Surveyed for City of Columbia, Richland County, S.C." made by William Wingfield, Registered Surveyor, dated December 1, 1961 and revised January 10, 1963 to show changes to eastern lines.

Derivation: This being the same property conveyed to the City of Columbia, South Carolina by deed of HRT LTD., formerly known as Honolulu Rapid Transit Company, Limited, dated September 6, 2019, and recorded on September 6, 2019, in Book 2426, Page 1834 in the Richland County, South Carolina Register of Deeds.

TMS No.: 09014-01-02

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: \$3,180,000.00

(b) Place the amount listed in item 5 above here: \$ _____
(If no amount is listed, place zero here.)

(c) Subtract Line 6(b) from Line 6(a) and place result here: \$3,180,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$11,766.00

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Name: _____

Its: _____

SWORN to before me this _____
day of _____, 2026.

Notary Public for South Carolina

Print Name: _____

My Commission Expires: _____

INFORMATION

Except as provided in this paragraph, the term “value” means “the consideration paid or to be paid in money or money’s worth for the realty.” Consideration paid or to be paid in money’s worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money’s worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, “value” means the realty’s fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitutes a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee’s interest in the partnership or trust. A “family partnership” is a partnership whose partners are all members of the same family. A “family trust” is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. “Family” means the grantor and the grantor’s spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A “charitable entity” means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitutes a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceeding;
- (14) transferring realty from an agent to the agent’s principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.



Meeting Date: May 5, 2026
Department: Legal
From: Jeff Palen, Assistant City Manager / CFO

Ordinance No.: 2026-014 - Granting an encroachment to the University of South Carolina for the use of the right of way area of the 300 block of Main Street for the installation and maintenance of a raised pedestrian crosswalk adjacent to 300 and 315 Main Street, Richland County TMS# 11302-03-02 and 11302-04-02

Background Summary:

Attachments:

1. 2026-014 - Sumwalt Main St Encroachment Case packet
2. 2026-014 - Encroachment USC Main St Ordinance

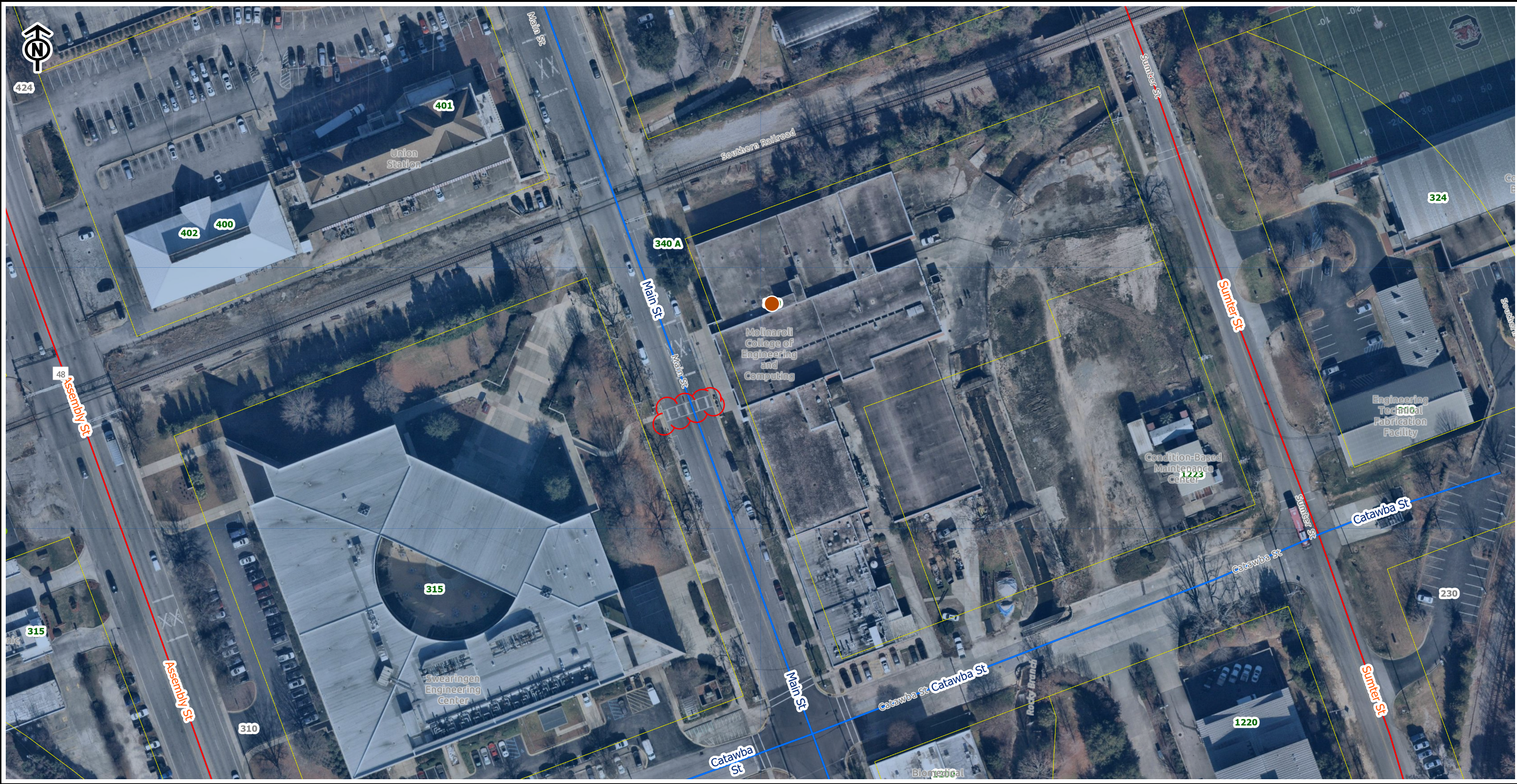
**CITY COUNCIL
ENCROACHMENT SUMMARY
2026-014**



**300 BLOCK OF MAIN STREET
ADJACENT TO 300 AND 315 MAIN STREET
RAISED PEDESTRIAN CROSSWALK**

Subject Property:	Right-of-way adjacent to 300 and 315 Main Street
Council District:	3
Proposal:	The applicant is requesting an encroachment for installation and maintenance of a raised pedestrian crosswalk.
Applicant:	University of South Carolina
Staff Recommendation:	Approval.

Detail:	<p>The applicant is requesting an encroachment for the installation and maintenance of a raised pedestrian crosswalk measuring approximately fifty (50') feet in length twenty (20') feet in width six (6") inches in height adjacent to 300 and 315 Main Street, as shown on the attached drawings; and,</p> <p>Conditions of the proposed encroachment are as follows:</p> <ol style="list-style-type: none"> 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
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Citywide GIS Viewer Map

This map was prepared using the City GIS Viewer
 City of Columbia - GIS Division
 2/5/2026 10:04 AM



Address Point

- Single Family
- Tax Parcel
- InActive
- Multi Unit
- Others
- Interstate

Custom

Street & Ownership

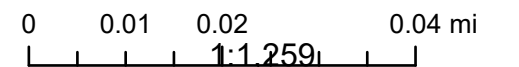
CFCC,Ownership

- Highway
- City Maintained
- State Maintained
- Private
- Others
- Columbia City Limits

Imagery 2025

- Red: Band_1

- Green: Band_2
- Blue: Band_3



1:1,259

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



Permanent Encroachment

Application and Checklist

4. Project Description

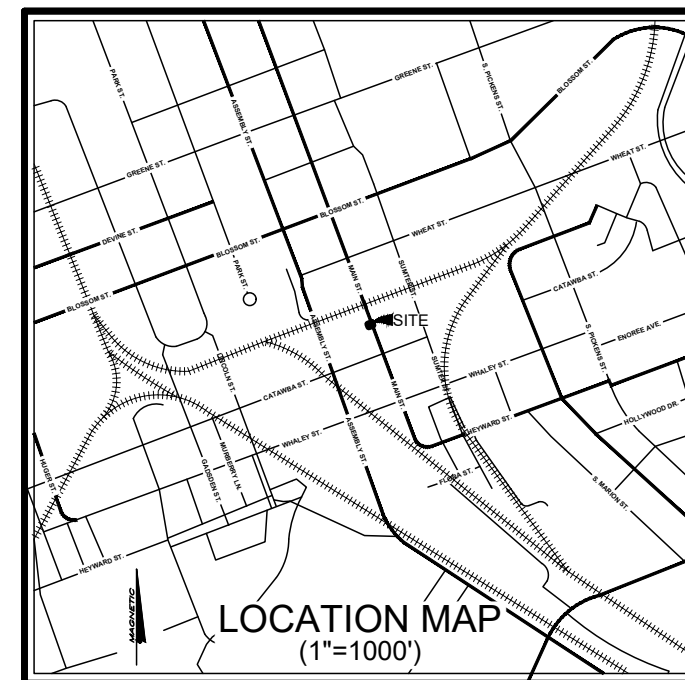
Provide a brief description of the project and list all items that will be placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

The intent of the project is to enhance pedestrian safety at the crossing between Swearingen and 300 Main. The scope will generally consist of a striped/stamped crossing, 2 pedestrian activated flashing beacon signs, expansion of curbed areas, and drainage improvements necessary to maintain positive drainage in the area. Project consists of (2) RRFB - Rectangular Rapid Flashing Beacons, (1) Bidirectional in-street crossing sign, Curb expansion, ramps, milling and repaving, striping, (3) catch basins.

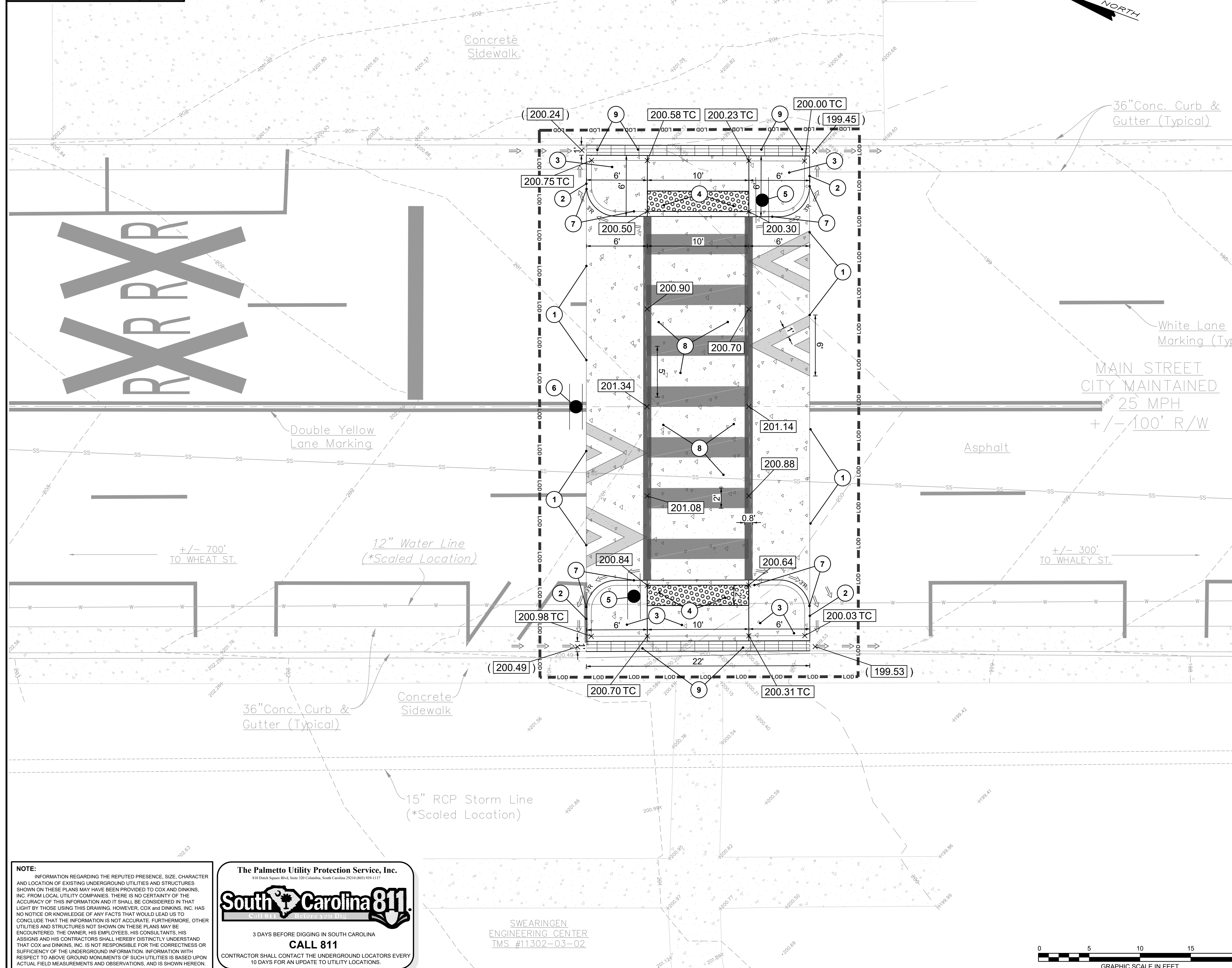
For staff use only

Date received (M/D/Y): ____/____/____

By: _____



USC COLLEGE OF
ENGINEERING & INFORMATION TECHNOLOGY
TMS #11302-04-02



PAVEMENT LEGEND

	STANDARD DUTY CONCRETE PAVEMENT (SEE DETAIL)		DETECTABLE WARNING SURFACE (SEE DETAIL)	
	CROSSWALK GRATE (SEE DETAIL)			

CODED NOTES

- CONTRACTOR SHALL TIE NEW CONCRETE PAVEMENT INTO EXISTING ASPHALT ALONG THIS LINE.
- FURNISH AND INSTALL NEW CONCRETE "L" TYPE CURB. INSTALL CONTROL JOINTS AT 10.0' O.C. AND EXPANSION JOINTS AT 50.0' O.C. SEAL ALL EXPANSION JOINTS. (TYPICAL) (SEE DETAIL)
- FURNISH AND INSTALL 4" THICK 3000 PSI CONCRETE SIDEWALK. (WIDTH OF WALK VARIES AS SHOWN ON PLAN) CONTRACTOR SHALL INSTALL CONTROL JOINTS AT 6.0' O.C. AND AT BENDS IN THE CONCRETE. INSTALL EXPANSION JOINTS AT JUNCTIONS BETWEEN WALKS. SEAL ALL EXPANSION JOINTS. (TYPICAL) (SEE DETAIL)
- 2' WIDE DETECTABLE WARNING SURFACE. (SEE DETAIL)
- INSTALL RECTANGULAR RAPID FLASHING BEACON (RRFB) SIGNAGE. AV-400 OR APPROVED EQUAL. PER MANUFACTURER'S RECOMMENDATIONS. (SEE DETAIL) RRFB AND CROSSING SIGNAGE ON BOTH SIDES OF POLE. MUST INCLUDE PUSH BUTTON ACTIVATION. SIGNAGE TO BE FURNISHED BY OWNER.
- INSTALL BIDIRECTIONAL IN-STREET CROSSING SIGN, PER MANUFACTURER'S RECOMMENDATIONS. YIELD FOR PEDESTRIANS WITHIN CROSSWALK SIGNAGE, R1-6. (TYPICAL) SIGNAGE TO BE FURNISHED BY OWNER. (SEE DETAIL)
- INSTALL FEATHER CURB. (SEE DETAIL)
- APPLY THERMOPLASTIC OR APPROVED PERMANENT WHITE SCHOOL CROSS WALK STRIPING PER SCODT STANDARD DRAWING 625-305-00.
- CONTRACTOR SHALL INSTALL 14" ADA / HEEL PROOF SLOTTED GRATE. CONTRACTOR TO SUBMIT ADEQUATE GRATE FRAME SHOP DRAWING FOR APPROVAL. SEE SHEET C4 FOR MORE INFORMATION.

NOTES REGARDING STRIPING:

- ALL PAVEMENT MARKINGS WITHIN THE RIGHT-OF-WAY SHALL BE THERMOPLASTIC OR APPROVED PERMANENT EQUIVALENT.
- ITEMS THAT SHALL BE WHITE INCLUDE: ALL PEDESTRIAN CROSS WALKS.

GRADING LEGEND

	LOD	LIMITS OF DISTURBANCE		EXISTING SPOT ELEVATION
	-200	EXISTING INDEX CONTOUR		FLOW ARROW INDICATING DIRECTION OF FLOW
	-199	EXISTING INTERMEDIATE CONTOUR		PROPOSED SPOT ELEVATION TOP OF CURB
	200.70	PROPOSED SPOT ELEVATION		

**TOTAL DISTURBED AREA
1,700 SQ FT**

REFERENCES:

- TOPOGRAPHIC MAP PERFORMED BY COX AND DINKINS, INC. ON OCTOBER 29TH, 2025 FOR THE UNIVERSITY OF SOUTH CAROLINA

GENERAL NOTES:

- THE SUBJECT PROPERTY IS IDENTIFIED AS CITY OF COLUMBIA TAX MAP PARCEL TMS# 11302-03 & 04-02
- TOTAL AREA OF SUBJECT PROPERTY IS APPROXIMATELY 2,600 SQ. FT.
- CONTOUR INTERVAL ELEVATIONS ARE ONE (1) FOOT. ELEVATIONS SHOWN ARE NAVD 88 DATUM.
- THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE. THE LOCATIONS OF OTHER UNDERGROUND UTILITIES AND THEIR SERVICES ARE UNKNOWN. CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
- IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THAT THEY AND THEIR SUBCONTRACTORS HAVE THE CORRECT/MOST UP-TO-DATE PLANS AVAILABLE.

COX AND DINKINS
ENGINEERS - SURVEYORS - LANDSCAPE ARCHITECTS
724 BELTLINE BLVD.
COLUMBIA, SC 29205
803.254.0518
COXANDDINKINS.COM

Professional Engineer Seal for Laura M. Baeber, No. 27748, 12/29/2025.

Certificate of Authorization Seal for Cox and Dinkins, Inc., No. C00294.

NO.	DATE	DESCRIPTION

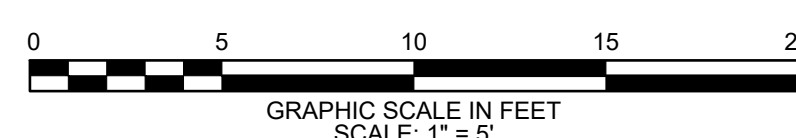
PRIMARY PERMITTEE:
MR. JUSTIN SHINTA
1206 FLORA ST.
COLUMBIA, SC 29208
803-260-5918
email: justin.shinta@sc.edu

UNIVERSITY OF SOUTH CAROLINA 300 MAIN PEDESTRIAN SAFETY IMPROVEMENTS
LOCATED IN CITY OF COLUMBIA
RICHLAND COUNTY, SOUTH CAROLINA
PROJECT NO. 25072
SHEET NO. **C3 of 4**

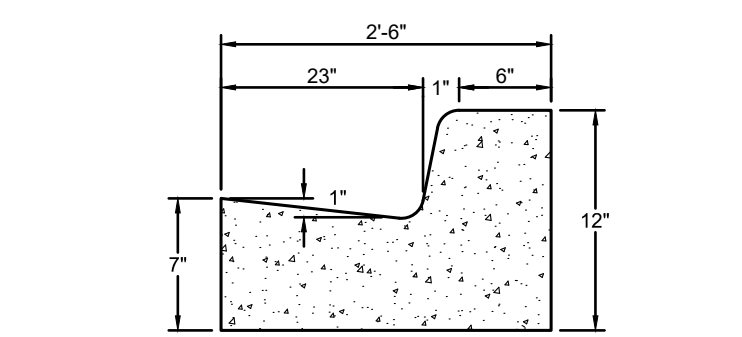
NOTE:
INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES SHOWN ON THESE PLANS MAY HAVE BEEN PROVIDED TO COX AND DINKINS, INC. FROM LOCAL UTILITY COMPANIES. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. HOWEVER, COX AND DINKINS, INC. HAS NO NOTICE OR KNOWLEDGE OF ANY FACTS THAT WOULD LEAD US TO CONCLUDE THAT THE INFORMATION IS NOT ACCURATE. FURTHERMORE, OTHER UTILITIES AND STRUCTURES NOT SHOWN ON THESE PLANS MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS ASSIGNS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT COX AND DINKINS, INC. IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THE UNDERGROUND INFORMATION. INFORMATION WITH RESPECT TO ABOVE GROUND MONUMENTS OF SUCH UTILITIES IS BASED UPON ACTUAL FIELD MEASUREMENTS AND OBSERVATIONS, AND IS SHOWN HEREON.

The Palmetto Utility Protection Service, Inc.
100 Dash Square Blvd, Suite 120 Columbia, South Carolina 29209 (803) 939-1117
South Carolina 811
3 DAYS BEFORE DIGGING IN SOUTH CAROLINA
CALL 811
CONTRACTOR SHALL CONTACT THE UNDERGROUND LOCATORS EVERY 10 DAYS FOR AN UPDATE TO UTILITY LOCATIONS.

SWEARINGEN
ENGINEERING CENTER
TMS #11302-03-02

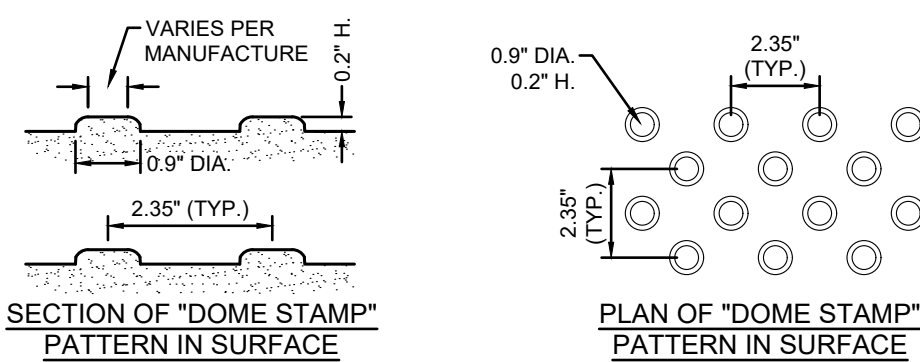


COPYRIGHT © 2025 COX AND DINKINS, INC. ALL RIGHTS RESERVED. G:\Proj\25072 USC 300 Main Pedestrian Safety Improvements DRAWINGS\25072_Site.dwg, Plotted By: jkb, Plotted: Dec 29, 2025 - 1:53pm



"L" TYPE CURB AND GUTTER

NTS
MIN. CONCRETE STRENGTH = 3,000 P.S.I.



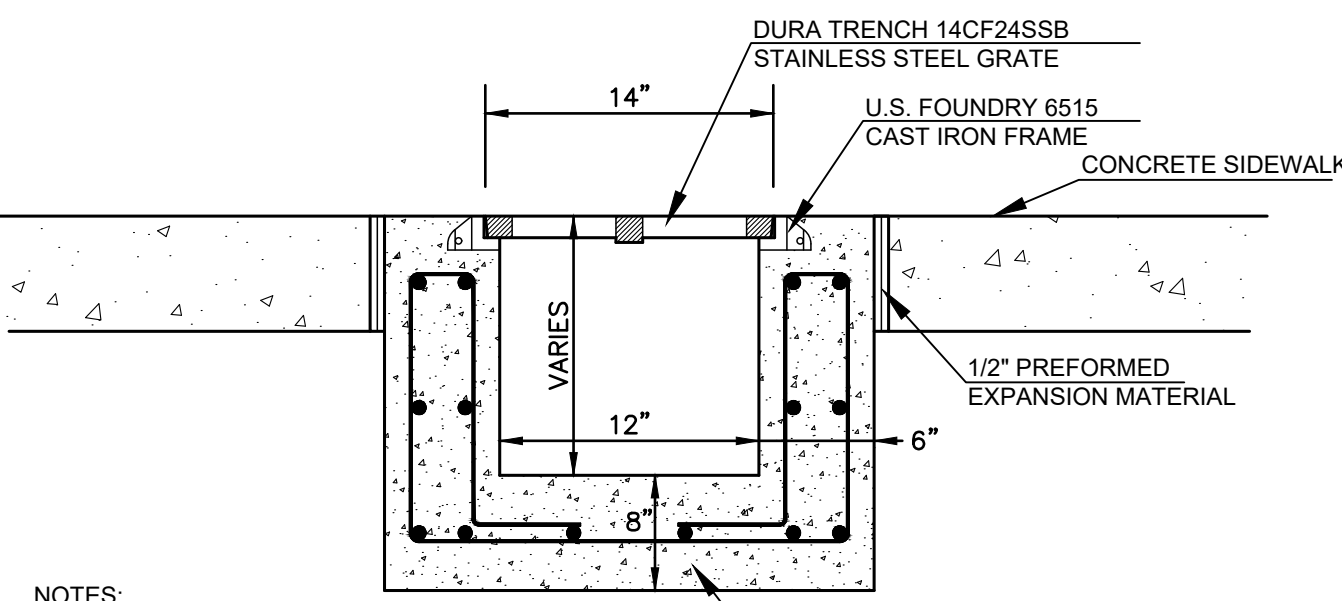
SECTION OF "DOMESTAMP" PATTERN IN SURFACE

PLAN OF "DOMESTAMP" PATTERN IN SURFACE

NOTES:
1. CURB RAMPS HAVE A MAXIMUM RISE OF 6" AND DO NOT REQUIRE HANDRAILS. ANY RAMP WITH GREATER THAN A 6" RISE SHALL HAVE HANDRAILS ON BOTH SIDES AND CURBED EDGE PROTECTION ON BOTH SIDES. EDGE PROTECTION CONSISTS OF CURBS, WALLS, RAILINGS, OR PROJECTION SURFACES THAT PREVENT PEOPLE FROM SLIPPING ON THE RAMP.
2. CURB RAMPS MUST HAVE A DETECTABLE WARNING FEATURE EXTENDING 24 INCHES MINIMUM, MEASURED FROM THE BACK OF THE CURB ON THE RAMP SURFACE. THE DETECTABLE SURFACE MUST CONSIST OF RAISED OR TRUNCATED DOMES WITH A DIAMETER OF NOMINAL 0.9 INCHES, A HEIGHT OF NOMINAL 0.2 INCHES AND A CENTER-TO-CENTER SPACING OF NOMINAL 2.35 INCHES. THE TEXTURE OF THE DETECTABLE WARNING FEATURE MUST CONTRAST WITH THE SURROUNDING SURFACES (EITHER LIGHT-ON-DARK OR DARK-ON-LIGHT). SEE ABOVE.

DETECTABLE WARNING SURFACE

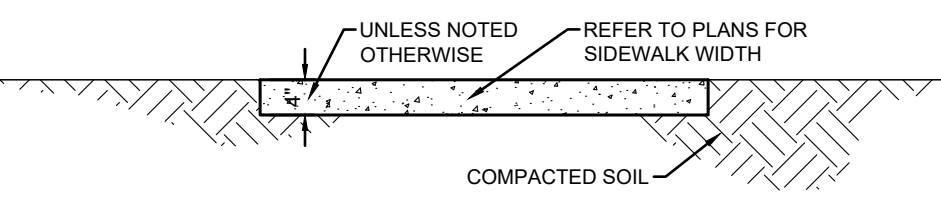
NTS



NOTES:
1. INSTALL ENDPLATES AT EACH END AS NEEDED
2. IT IS RECOMMENDED THAT THE BOLTED CAST IRON FRAME AND GRATE BE USED.
3. VERIFY ALL DIMENSIONS OF THE FRAME AND GRATE PRIOR TO INSTALLATION.

TRENCH DRAIN DETAIL

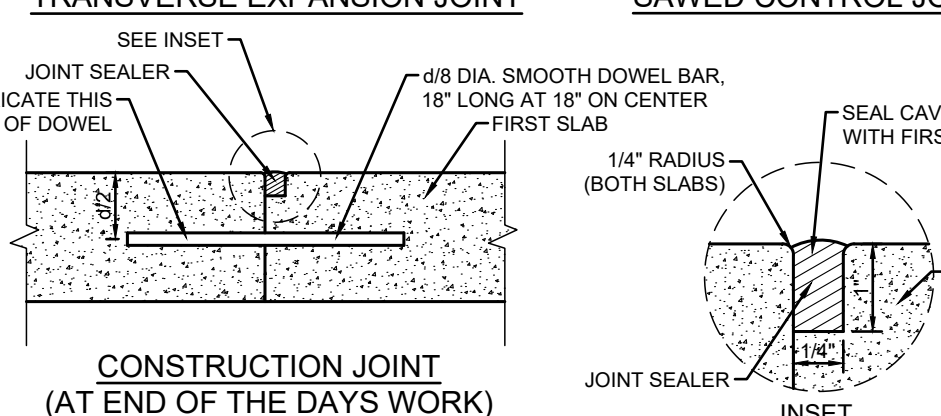
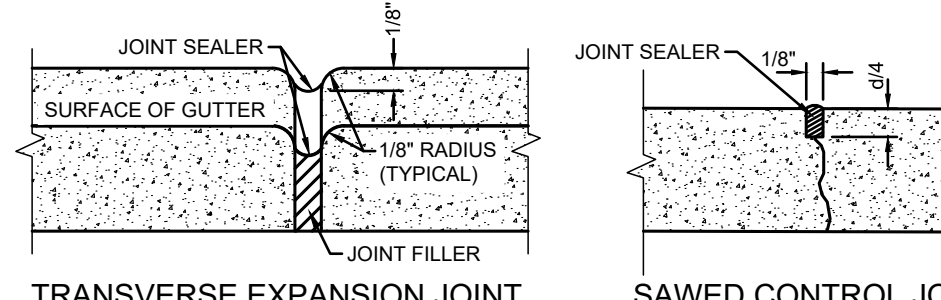
NTS



NOTES:
1. CONTRACTOR SHALL INSTALL CONTRACTION JOINTS AT 6' O.C. AND AT BENDS IN THE CONCRETE.
2. SIDEWALK CROSS SLOPES SHALL NOT EXCEED 2.0%.

CONCRETE SIDEWALK DETAIL

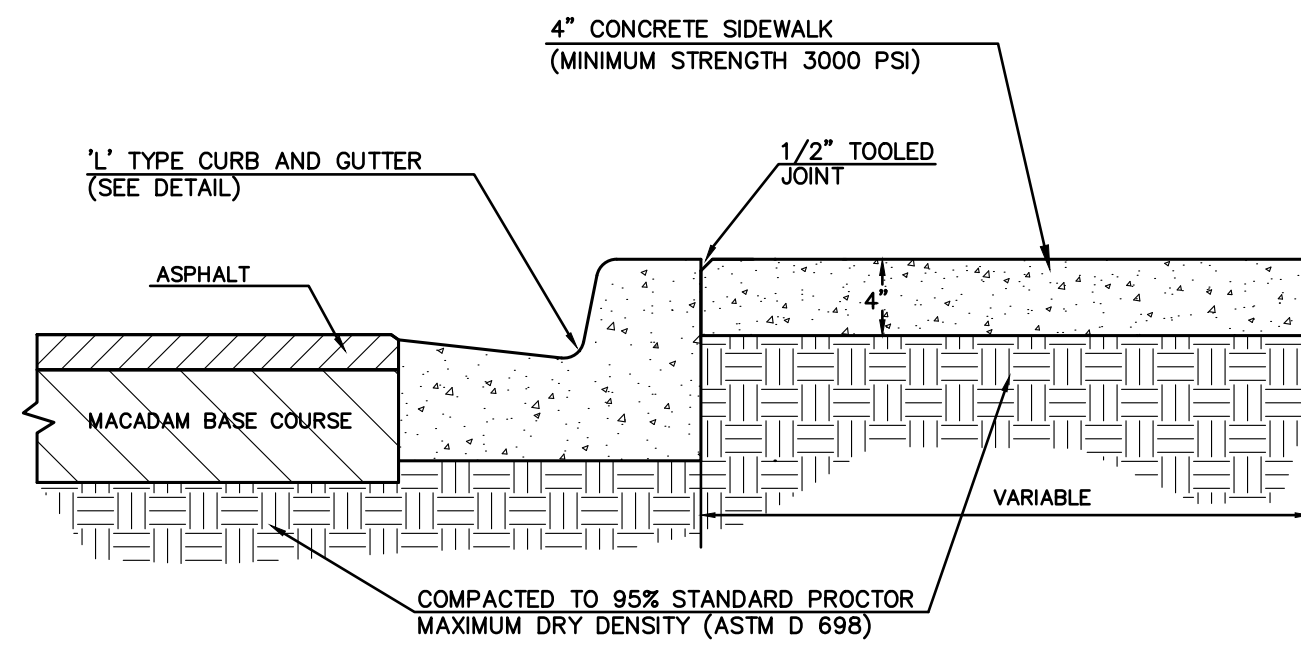
NTS



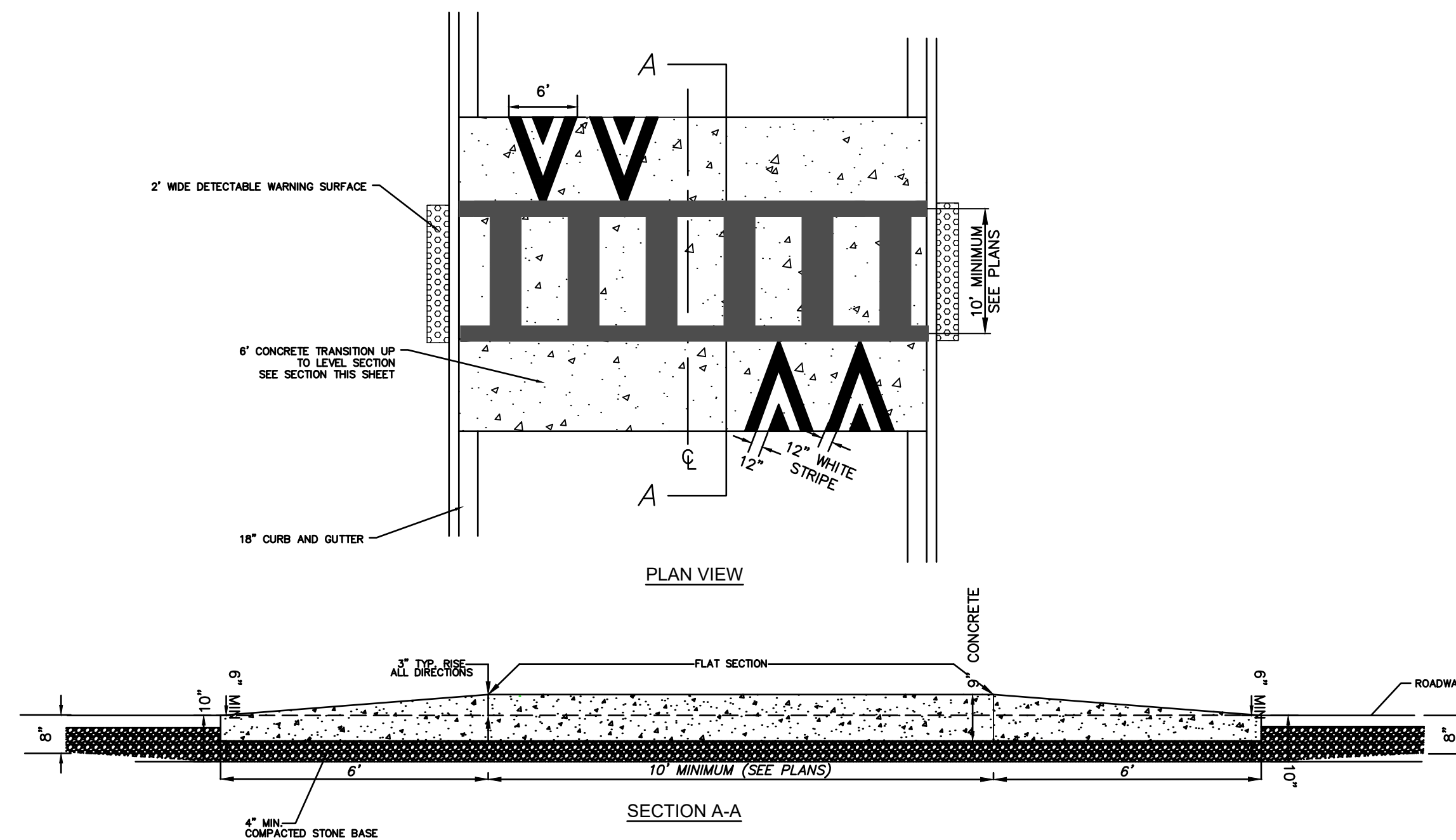
NOTES:
1. CONTRACTION JOINTS SHALL BE SPACED AT 10-FOOT INTERVALS. JOINT SPACING MAY BE ALTERED BY THE ENGINEER TO PREVENT UNCONTROLLED CRACKING.
2. CONTRACTION JOINTS MAY BE INSTALLED BY THE USE OF TEMPLATES OR FORMED BY OTHER APPROVED METHODS, WHERE SUCH JOINTS ARE NOT FORMED BY TEMPLATES, A MINIMUM DEPTH OF 1-1/2" SHALL BE OBTAINED.
3. ALL EXPANSION JOINTS SHALL BE SPACED AT 50-FOOT INTERVALS, AND ADJACENT TO ALL RIGID OBJECTS. JOINTS SHALL MATCH LOCATIONS WITH JOINTS IN ABUTTING SIDEWALK.
4. SEE CONCRETE PAVEMENT DETAILS FOR PAVEMENT THICKNESS AND COMPRESSIVE STRENGTH.
5. VERIFY ALL OF THESE REQUIREMENTS WITH THE PROJECT GEOTECHNICAL ENGINEER.

CONCRETE JOINT DETAILS

NTS



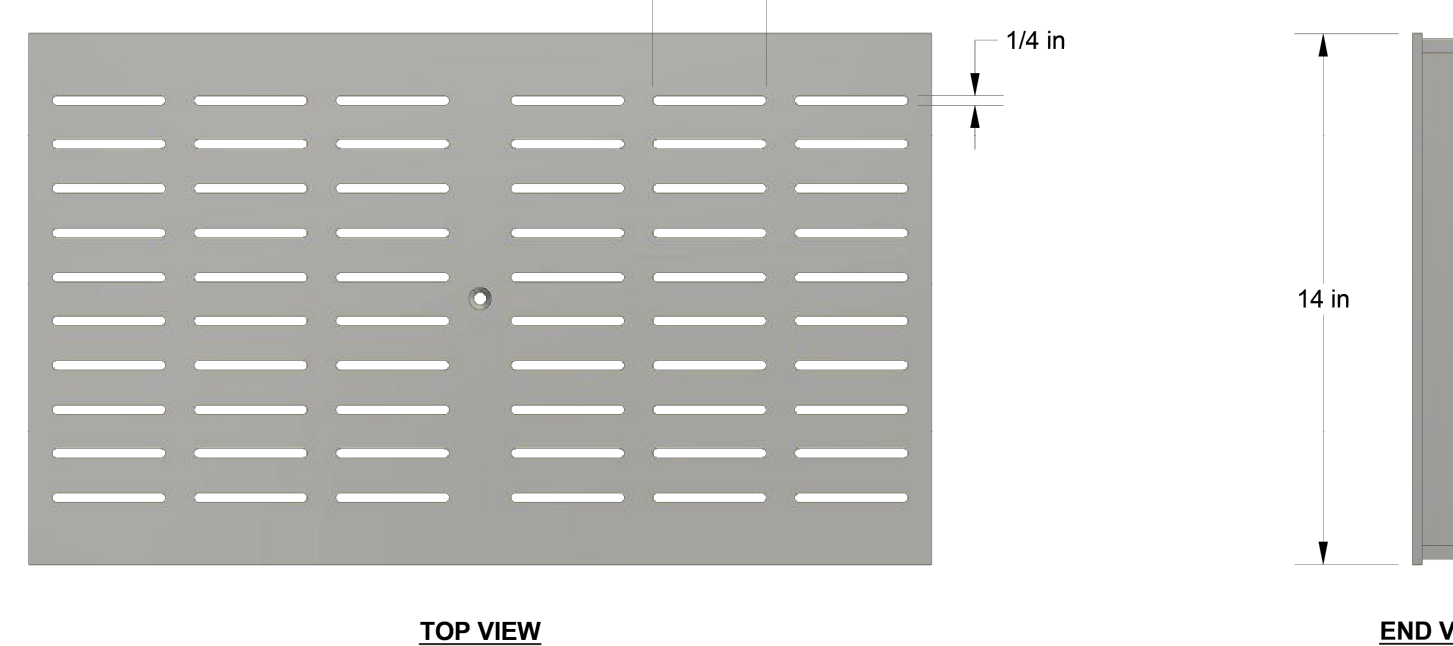
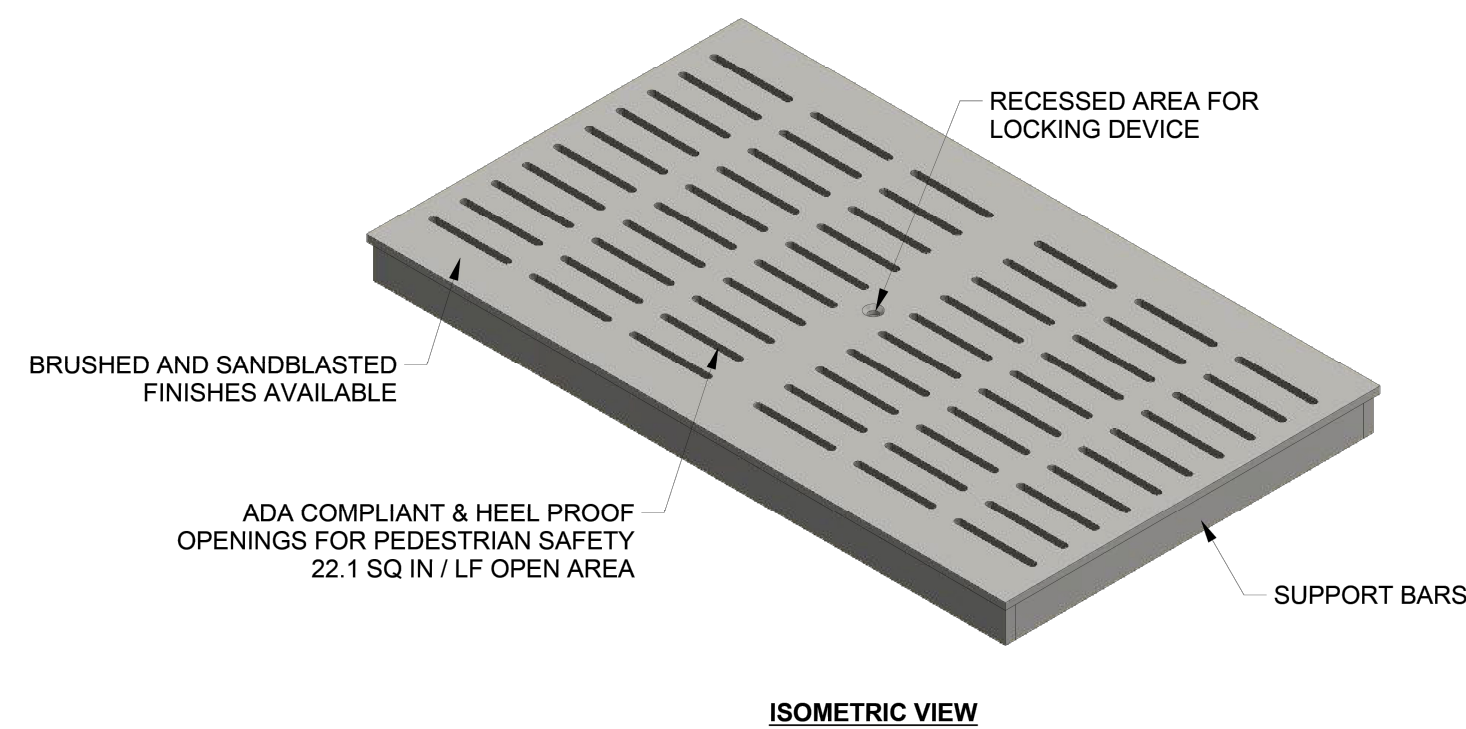
CONCRETE SIDEWALK DETAIL WHEN ADJACENT TO CURB



RAISED CONCRETE PEDESTRIAN PATHWAY

NTS

14CF245SB 14" ADA / HEEL PROOF SLOTTED GRATE



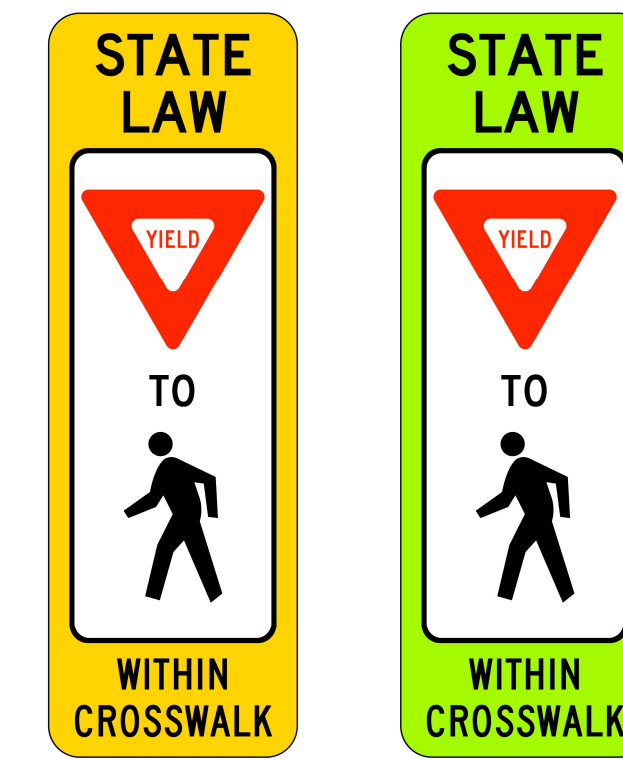
MATERIAL	T304 STAINLESS STEEL
COATING	NONE
LOCKING	BOLT AND TOGGLE
LOAD RATING	DIN CLASS B
ADA / HEEL GUARD	YES

STANDARD TOLERANCES
± = +0.25
0.0 = +0.25
0.00 = +0.13



574c Industrial Way N.
Dolice, GA 30132
PH: 770-505-6575
www.trenchdrain.net

OWNER TO FURNISH NECESSARY SIGNAGE



R1-6
In-Street Pedestrian Crossing (Yield)
Sign images from the Manual of Traffic Signs - <http://www.traffic signs.us/>
These sign images copyright Richard C. Mowat. All rights reserved.

OWNER TO FURNISH NECESSARY SIGNAGE

AVAILED TECHNOLOGIES CORP.

AV-400
Rectangular Rapid Flashing Beacon (RRFB)

Purpose built from the ground up, the AV-400 has raised the bar for RRFBs.

Every aspect of the design from the controller to the mounting brackets incorporate features to minimize installation time and expense.

High efficiency LED modules and an ultra-low power purpose-built controller deliver dependable year-after-year operation.

Performance

- High intensity light output exceeds MUTCD requirements by up to five times
- Rated operating capacity exceeds 300 activations per day

Solar Engine Design

- Compact, low profile design ideal for aesthetically significant streetscapes
- Solar engine housing with hinged solar panel mount, battery compartment, controller, and integrated pole mount
- Thermally isolated solar panel reduces battery ambient temperature to maximize battery life
- Install-ready universal pole mount system
- Designed for quick and simple installation; complete system installs on standard sign poles in under 15 mins

Lightbar Design

- Three-point pivoting mounting bracket provides superior holding strength
- Easily bolts or bands to any pole size
- Powder coated black or yellow front panel
- Innovative single circuit system for RRFB module and pedestrian confirmation*

Wireless Operation

- Push button actuation of one system activates all other systems wirelessly, no configuration required.
- Field adjustable channel selection for independent operation of multiple crosswalks in proximity

AVAILED TECHNOLOGIES | www.availedtechnologies.com | P: 877-738-6700 | E: sales@availedtechnologies.com

Specifications

- Adjustable mounting bracket with superior holding strength
- Bolt or band to all pole types
- Pre-wired, sun cable system for lightning
- Integrated pedestrian confirmation lights (both ends)

1. Configuration-free wireless connection between units
2. Adjustable switches for flash duration, channel, night intensity
3. Easy-install batteries with quick connectors
4. Pre-wired, sun cable system for lightning
5. Factory-installed universal pole mount for rapid installation

Operational

- Dual (back-to-back) or single lighter configuration
- MUTCD compliant
- WW - 5 (w/peg plus simultaneous) flash pattern
- Exceeds SAE J2958 Class 1 specifications
- Automatic night dimming
- Meets SAE J2978 chromaticity specifications
- Field adjustable flash duration, channel, night intensity
- 300, 20 second activations per day
- 30 day system autonomy

System

- 20W high efficiency monocrystalline solar panel
- 40° tilt angle, 360° rotation
- 12V 14-18 Ah battery capacity, AGM sealed lead acid
- Ultra low power controller with integrated processor
- Maximum Power Point Tracking (MPPT) charger wireless module, and field configuration
- 2.4 GHz wireless mesh network, 16 channel, 1000' range
- Synchronized wireless activation under 150ms
- Weight (including mount and batteries): 19 lbs

Activation

- Compatible with Polaris BESP-014 BullDog III, Cambell 4 EVR MCAB, and Polaris NX / DX Push Button Station

Installation

- Pre-wired post-top solar engine assembly
- Hinged solar panel for easy front access to install batteries
- Quick connect battery connections
- Simple two wire run, one wire to the lightbars and one wire to the push button
- Quick connect wire terminal at lightbar

Pole Mount

- Universal pole mount for solar engine and lightbar compatible with 2" x 1 1/2" square hollow, 2.36" x 1.12" round pole
- Side of pole mount option

Environmental

- System operating temperature: -40 to 160° F (-40 to 74° C)
- Battery operating temperature: -40 to 140° F (-40 to 60° C)
- Compliant to NEMA TS-2, Sections 2.2.7, 2.2.8, and 2.2.9 for temperature/humidity, vibration, and shock

3 year limited warranty | Patent Pending | Specifications subject to change | Rev 1.2

AVAILED TECHNOLOGIES | www.availedtechnologies.com | P: 877-738-6700 | E: sales@availedtechnologies.com

COX AND DINKINS
ENGINEERS - SURVEYORS - LANDSCAPE ARCHITECTS
724 BELTLINE BLVD.
COLUMBIA, SC 29205
803.254.0518
COXANDDINKINS.COM

No. 27748
12/29/2025
Laura M. Bajer
LAURA M. BAJER
LICENSED PROFESSIONAL ENGINEER
NO. 27748

COX AND DINKINS, INC.
No. C00294
SOUTH CAROLINA BOARD OF ARCHITECTURE

CERTIFICATE OF AUTHORIZATION SEAL

NO.	DATE	DESCRIPTION

PRIMARY PERMITTEE:
MR. JUSTIN SHINTA
1206 FLORA ST.
COLUMBIA, SC 29208
803-260-5918
email: justin.shinta@sc.edu

UNIVERSITY OF SOUTH CAROLINA 300 MAIN PEDESTRIAN SAFETY IMPROVEMENTS
LOCATED IN CITY OF COLUMBIA
RICHLAND COUNTY, SOUTH CAROLINA

DETAILS

TMS: 11302-03-02 & 11302-04-02
BOOK: 62L-130 & 62L-P-136
DATE: 12/29/2025
SHEET NO. **C4 of 4**

ORDINANCE NO.: 2026-014

Granting an encroachment to the University of South Carolina for the use of the right of way area of the 300 block of Main Street for the installation and maintenance of a raised pedestrian crosswalk adjacent to 300 and 315 Main Street, Richland County TMS# 11302-03-02 and 11302-04-02

WHEREAS, the University of South Carolina (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 300 block of Main Street for the installation and maintenance of a raised pedestrian crosswalk measuring approximately fifty (50') feet in length twenty (20') feet in width six (6") inches in height adjacent to 300 and 315 Main 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 _____, 2026, that Grantee is hereby granted the right to use the right of way area of the 300 block of Main Street adjacent to 300 and 315 Main Street, Richland County TMS# 11302-03-02 and 11302-04-02, for the installation and maintenance of a raised pedestrian crosswalk measuring approximately fifty (50') feet in length twenty (20') feet in width six (6") inches in height, 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.
- 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
- 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
- 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
- 7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Jeff Palen, Assistant City Manager

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:
Final Reading:



Meeting Date: May 5, 2026
Department: Legal
From: Jeff Palen, Assistant City Manager / CFO

Ordinance No.: 2026-032 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (DeBartolo Development 1214 through 1236 Gregg Street, 1912 through 1924 Lady Street, 1221 Gregg Street, and 1306 Barnwell Street, TMS# 11406-14-01, 11406-14-05, 11406-14008, 11406-14-09, 11406-14-10, 11406-14-11, 11406-14-28, 11406-14-29, 11406-14-30, 11406-16-16, 11406-16-17, and 11406-16-26)

Endorsed by the Economic Development and Infrastructure Committee on April 14, 2026.

Background Summary:

Attachments:

1. 2026-032 - Project DeBartolo City MCIP Ordinance (draft)

ORDINANCE NO.: 2026-032

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(DeBartolo Development 1214 through 1236 Gregg Street, 1912 through 1924 Lady Street, 1221
Gregg Street, and 1306 Barnwell Street, TMS# 11406-14-01, 11406-14-05, 11406-14008,
11406-14-09, 11406-14-10, 11406-14-11, 11406-14-28, 11406-14-29, 11406-14-30, 11406-16-
16, 11406-16-17, and 11406-16-26)*

WHEREAS, the City of Columbia, South Carolina ("City"), is a body, politic and corporate located in Richland County, South Carolina ("County"); and,

WHEREAS, through Columbia City Council ("Council"), the City is entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina; and,

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, "MCIP Act"), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County's discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County and Fairfield County, South Carolina ("Fairfield County"), entered into an Agreement for Designation of the I-77 Corridor Regional Industrial Park dated as of April 15, 2003 (the "Original Agreement"), which Original Agreement was amended and restated pursuant to the Amended and Restated Master Agreement dated as of September 1, 2018 (as so amended and restated, the "Park Agreement"); and,

WHEREAS, pursuant to Section 1.02 of the Park Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinance of the County Council of the County and delivery of notice of such enlargement to Fairfield County; and,

WHEREAS, pursuant to the Park Agreement, the expansion of the Park's boundaries and the amendment to the Park Agreement is complete on adoption of an ordinance by the County Counsel of the County and delivery of written notice to Fairfield; and,

WHEREAS, DeBartolo Development, LLC, a limited liability company, or assigns, (the "Company"), desires to establish a multi-use commercial venue on parcels located in the City as more particularly described on Exhibit A attached hereto (the "Property," and together with the proposed development, the "Project") consisting of investment in real and personal property of not less than \$80,000,000 in hard costs; and

WHEREAS, the Company plans to redevelop multiple parcels into 314 units of multifamily apartments consisting of two 5-story multifamily apartment buildings, one 3-story multifamily apartment building, a 586 space structured parking garage, surface parking and outdoor amenity area; and,

LEGAL DEPARTMENT DRAFT

WHEREAS, the County has agreed to offer an infrastructure credit to reduce the property taxes due on the Project ("Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act") and an infrastructure credit agreement between the County and the Company ("Credit Agreement") to provide Credits against certain of the Company's payments in lieu of taxes with respect to the Project for the purposes of assisting in paying certain costs of designing, acquiring, constructing, improving or expanding public infrastructure and for improved and unimproved real estate and personal property, including, but not limited to, machinery and equipment, used in the operation of the Project (collectively, "Infrastructure"); and,; and,

WHEREAS, to grant the Company the full value of the Credit, the County desires to locate the Project in the Park; and,

WHEREAS, pursuant to the MCIP Act and the Park Agreement, following application of the Credit, the payments in lieu of taxes generated from the Project will be distributed as set forth in the Park Agreement; and,

WHEREAS, pursuant to the MCIP Act, because the Project is located within the City's geographical borders, the City must consent to the inclusion of the Project within the boundaries of the Park; NOW, THEREFORE,

BE IT ORDAINED, by the Mayor and City Council this ____ day of _____, 2026, that the City hereby consents to the inclusion of the Property in the Park, which consent is conditioned upon the following:

1. The County's adoption, by resolution or ordinance, authorizing the inclusion of the Property in the Park and delivery of written notice to Fairfield, pursuant to the Park Agreement; provided, the Property shall not be removed from the Park for so long as the Company is receiving Credits as a result of inclusion of the Property within the Park.
2. The County's approval, execution and delivery of the Credit Agreement with the Company related to the Project.
3. The Credit Agreement will provide that (a) the Company will make payments in lieu of taxes related to the Project ("FILOT") during the term of the Credit Agreement; (b) the annual payments in lieu of taxes due with respect to the Project will be subject to reduction by the Credit, which is equal to the amount necessary to reduce the payments in lieu of taxes to the amounts and for the periods provided in the Credit Agreement, beginning with the first full year for which the Company owes a payment in lieu of tax with respect to the Project; (c) the City will be entitled to receive a portion of the payments in lieu of taxes as provided in the Park Agreement; and (d) the Project will be deemed removed from the Park on the expiration or earlier termination of the Credit Agreement.
4. The City Manager is authorized to execute any documents and take any further action as may be reasonably necessary to further the intent of this Ordinance.

5. Approval of this Ordinance does not constitute a development approval, as all regulatory permitting and approval requirements remain in effect, the requirement of such is not altered in any way by the approval of this Ordinance.

6. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Requested by:

Jeff Palen, Assistant City Manager

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2026-032
EXHIBIT A
PROPERTY DESCRIPTION

1214 THROUGH 1236 GREGG STREET, 1912 THROUGH 1924 LADY STREET, 1221 GREGG STREET, AND 1306 BARNWELL STREET, TMS# 11406-14-01, 11406-14-05, 11406-14008, 11406-14-09, 11406-14-10, 11406-14-11, 11406-14-28, 11406-14-29, 11406-14-30, 11406-16-16, 11406-16-17, AND 11406-16-26

a) The "Municipal Building":

The land referred to herein below is situated in the County of Richland, State of South Carolina, and is described as follows:

Parcel 1:

All that certain piece, parcel or lot of land, being now known as 1307 Gregg Street, situate, lying and being on the Western Side of Gregg Street, between Gervais Street and Washington Street, in the City of Columbia, in the County of Richland and State of South Carolina, being in shape of rectangle, measuring on its northern and southern sides one hundred (100') feet and on its eastern and western sides twenty-three (23) feet, and being bounded on the north by property of Baxley; on the east by said Gregg Street; on the south and west by property formerly of Henrietta B. Singletary now of Richland county.

FOR INFORMATIONAL PURPOSES ONLY:

Address: 1307 Gregg Street, Columbia, SC
29201 TMS No.: 11406-16-16

Parcel 2:

All that certain piece, parcel, or a lot of land, together with the improvements thereon, situate, lying, and being on the Western Side of Gregg Street, between Gervais and Washington Streets, in the City of Columbia, County of Richland, State of South Carolina; being a irregular in shape and being more particularly shown and delineated as parcel a on a plat thereof prepared for Richland County by William Wingfield, registered surveyor, dated September 15, 1958, recorded October 25, 1958 in the office of the register of Deeds for Richland County in Plat Book 11 at Page 514, and described thereon as follows:

Beginning at a point on the Western Side of Gregg Street Two Hundred Seven and Five-Tenths (207.5') feet north 19 degrees 17 minutes west from the northwestern corner of the intersection of Gervais and Gregg Streets. Thence turning and extending therefrom south 70 degrees 55 minutes west fifty-one and five-tenths (51.5') feet, along Parcel B, to a point; thence turning and extending therefrom south 19 degrees, 33 minutes east six and seven-tenths (6.7') feet, along parcel b to a point; thence turning extending therefrom south 71 degrees, 0 minutes west fifty-two and two-tenths (52.2') feet, along Parcel B, to a point; thence turning and extending therefrom south 19 degrees, 33 minutes east thirty-eight and three-tenths (38.3') feet, along parcel b to a point; thence turning extending therefrom south 71 degrees, 0 minutes west ninety-two and sixth-tenths (92.6') feet, along property of Blackmon, to an iron; thence turning and extending therefrom south 66 degrees, 35 minutes west sixteen and eight-tenths (16.8') feet, along property now or formally of Weinsel, to an iron; thence turning and extending therefrom north 18 degrees, 33 minutes west ninety-eight and one-tenth (98.1') feet, along property now or formally of Tate, to

LEGAL DEPARTMENT DRAFT

an iron; thence turning and extending therefrom north 70 degrees, 47 minutes east twenty-seven (27') feet, along property of Swaffield, to an iron; then turning and extending therefrom north 19 degrees, 33 minutes west one hundred eighty and four-tenths (180.4') feet, along the property of Swaffield, to an iron; thence turning and extending therefrom north 70 degrees, 43 minutes east one hundred eighty-four and nine-tenths (184.9') feet, along other property of Pressley Holding Company, to an iron; thence turning and extending therefrom south 19 degrees, 17 minutes east two hundred thirty-two and seven-tenths (232.7') feet, along the Western Side of Gregg Street, to the point of commencement.

LESS AND EXCEPT:

All that certain piece, parcel or lot of land with the improvements thereon, If any, situate, lying and being in the county of Richland, state of South Carolina, being 0.43 acre which constitutes a portion of the 0.55 acre tract shown on a plat prepared for Richland County and Wesley United Methodist Church by United Design Services, Inc., dated October 16, 2007, and recorded on December 19, 2008 in the Richland County rod Office in Book 1482 at Page 1438.

And

All that certain piece, parcel or lot of land with the improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, being 0.12 acre which constitutes a portion of the 0.55 acre tract shown on a plat prepared for Richland County and Wesley United Methodist Church by United Design Services, Inc., dated October 16, 2007, and recorded on December 19, 2008 in the Richland County rod office in Book 1482 at Page 1438.

And

All that certain piece, parcel or lot of land with improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, the same being shown as 0.06 acre in Marshall Alley, on a plat prepared for Richland County and Wesley United Methodist Church by United Design Services. Inc., dated October 16, 2007, and recorded on December 19, 2008 in the Richland County rod Office in Book 1482 at Page 1438.

FOR INFORMATIONAL PURPOSES ONLY:

Address: 1221 Gregg Street, Columbia, SC 29201

TMS No.: 11406-16-17

Parcel 3:

All that certain piece, parcel or lot of land with improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, the same being shown as 0.43 acre on a plat prepared for Richland County and Wesley United Methodist Church by United Design Services, Inc., dated October 26, 2007, and recorded on December 19, 2008 in the Richland County rod Office in Book 1482 at Page 1438.

b) The "Church":

The land referred to herein below is situated in the County of Richland, State of South Carolina, and is described as follows:

Parcel 1:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being at the Southeastern corner of the intersection of Lady and Gregg Streets, in the City of Columbia, in Richland County, South Carolina, being in shape a rectangle measuring on its Northern and Southern sides eighty-seven (87') feet, more or less, and on its Eastern and Western sides one hundred forty-three (143') feet, more or less, being bounded on the North by said Lady Street, on the East by lots now or formerly of Dennison and of Beard, on the West by said Gregg street and the buildings on such premises being also known as 1234 and 1236 Gregg Street and 1904 Lady Street.

FOR INFORMATION PURPOSES ONLY

Address: 1236 Gregg Street, Columbia, SC 29201

TMS No. 11406-14-1

Derivation: 0538/0927

Parcel 2:

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being on the South side of Lady Street, between Gregg and Laurens Streets, in the City of Columbia, County of Richland, State of South Carolina, being bounded and measuring as follows: on the North by Lady Street whereon it measures eighty-four (84') feet; On the South by lot now or formerly of Jonus Beard whereon it measures thirty-two (32') feet, five (5") inches; And on the West by lot now or formerly of Andrew Curtis whereon it measures eight-four (84') feet.

FOR INFORMATION PURPOSES ONLY

Address: LADY ST., COLUMBIA, SC 29201

TMS No. 11406-14-05

Derivation: 1076/667

Parcel 3:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, being on the Western side of PORTEE ALLEY, South from Lady Street between Gregg and Laurens Streets, and having the following measurements: on the Northern and Southern sides whereon it measures 83 feet; And on the Eastern and Western sides whereon it measures 22 feet.

FOR INFORMATION PURPOSES ONLY

Address: LADY ST., COLUMBIA, SC 29201

TMS: R11406-14-08

Derivation: R1989/0568

Parcel 4:

All that lot, piece or parcel or land, with the improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina on PORTEE ALLEY, said alley running South from Lady Street between Gregg and Laurens Streets, measuring on its Northern and Southern sides eighty three feet, more or less and bounded as follows: North by lot now or formerly of Eriah Portee; East by said PORTEE ALLEY; South by lot of Leila B. Middlebrooks; West by lot now or formerly Nelson Williams.

FOR INFORMATION PURPOSES ONLY

Address: PORTEE ALLEY, Columbia, SC 29201

TMS: R11406-14-09

Derivation: D1432/0358

Parcel 5:

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being on the South side of Lady Street, in the City of Columbia, County of Richland, State of South Carolina, being more particularly shown and delineated as numbers 1914 and 1916 (Duplex) Lady Street, as shown on a plat of the property of John L. M. Tobias, made by Buford Jackson, surveyor, August 26, 1947, recorded in the Office of the Clerk of Court for Richland County in Plat Book "L" at Page 199, and bounded and measuring as follows: on the North by Lady Street, whereon said lot fronts and measures forty-three and four-tenths (43.4') feet; On the East by property now or formerly of Johnny Reese, et al., whereon said lot measures one hundred ten and five tenths (110.5') feet; On the South by property now or formerly of Rebeca Jackson, whereon said lot measures forty-two (42') feet, and on the West by property of New EBENEZER BAPTIST CHURCH, whereon said lot measures one hundred three (103') feet.

FOR INFORMATION PURPOSES ONLY

Address: 1916 LADY ST., COLUMBIA, SC 29201

TMS: R11406-14-10

Derivation: D0485/0967

Parcel 6:

All that certain piece, parcel or lot of land, together with the improvements thereon (known as nos. 1918 and 1920 Lady Street), situate, lying and being at the Southwestern corner of the intersection of Lady Street and PORTEE ALLEY, in the City of Columbia, County of Richland, State of South Carolina, being more particularly shown and delineated as nos. 1918-1920 Lady Street, as shown on a plat of the property of John L. M. Tobias, made by Buford Jackson Surveyor, dated August 26, 1947, recorded in the Office of the Clerk of Court for Richland County, South Carolina in Plat Book "L" at Page 199; And according to the Aforesaid plat, knowing the following boundaries and measurements to wit: on the North by the said Lady Street, whereon it fronts and measures thirty-eight and six tenths (38.6') feet; On the East by the said PORTEE ALLEY, whereon it measures one hundred ten and five tenths (110.5') feet; On the South by property now or formerly of Rebecca Jackson, whereon it measures one hundred seven (107') feet; And on the West by other property of John L. M. Tobias, whereon it measures one hundred seven (107') feet; Be all the said measurements a little more or less.

FOR INFORMATION PURPOSES ONLY

Address: LADY ST., COLUMBIA, SC 29201

TMS: R11406-14-11

Derivation: D0519/0518

Parcel 7:

All that certain piece, parcel or lot of land, with improvements thereon. Situate lying and being in the County of Richland, State of South Carolina and being more particularly shown as being on the

Northern side of Lady Street between Gregg and Laurens streets and bounded and measuring as follows:

Bounded on the North by lands now or formerly of Thomas Johnson whereon it measures 83.0 feet

Bounded on the East by lands now or formerly of trustees of EBENEZER BAPTIST CHURCH whereon it measures 104.0 feet

Bounded on the South by Lady Street whereon it measures 83.0 feet

Bounded on the West by lands now or formerly of Harriet Stoudemeyer whereon it measures 104.0 feet, be all measurements more or less.

FOR INFORMATION PURPOSES ONLY

Address: 1921 Lady Street, Columbia, SC 29201

TMS No. 11406-15-14

Derivation: R0525/0665

Parcel 8:

All that certain, piece, parcel or lot of land with improvements thereon, situate, lying and being on the Northern side of Gervais street, between Gregg street on the West and Laurens Street on the East, in the City of Columbia, County of Richland, State of South Carolina, designated as 1905-1907-1909. Gervais

street, fronting on Gervais street ninety-seven and 5/10 (97.5') feet, bounded on the East of the property now or formerly of Daugherty and EBENEZER BAPTIST CHURCH whereon it measures three hundred twelve (312') feet, more or less, on the North by property now or formerly of Stanley's China hall whereon it measures sixty-six and 5/10 (66.5') feet, more or less, on the West by property now or formerly of lock and turner whereon it measures two hundred twelve (212') feet, more or less, and ninety-eight and 8/10 (98.9') feet, more or less. A small Northern boundary, being the rear of 1906 Gervais street, being bounded by the property now or formerly of turner and measuring thereon twenty-five (25' feet); Property being a little more or less.

FOR INFORMATION PURPOSES ONLY

Address: 1905, 1907 and 1909 Gervais Street, Columbia, SC 29201

TMS No. 11406-14-30

Derivation: R2942/1244

Parcel 9:

All that certain, piece, parcel or lot of land with any improvements thereon, situate, lying and being in the City of Columbia, South Carolina, consisting of 0.9000 acres, more or less. Said property is shown in the tax map books of Richland County on Page 11406, in Block 14, as Lots 6, 27, and 28. Alos further shown on a plat prepared for New EBENEZER BAPTIST CHURCH by cox and Dinkins, Inc. Dated November 18, 1990 and recorded in Plat Book 53 at Page 3034 in the Office of the register of Deeds for Richland County.

FOR INFORMATION PURPOSES ONLY

Address: 1200 Gregg Street, Columbia, SC 29201

TMS No. 11406-14-28

Derivation: D1009/0511

c) The "8-Plex":

The land referred to herein below is situated in the County of Richland, State of South Carolina, and is described as follows:

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, on the Eastern side of Gregg Street between Lady and Gervais Street, and bounded and measuring as follows: On the West by Gregg Street fronting and measuring 137.0 feet; on the North by Lot now or formerly of W.H. Turner measuring thereon 87.0 feet; on the East by Lot now or formerly of Bessie N. Coates measuring thereon 137.0 feet; and on the south by Lot now or formerly of W.H. Turner measuring thereon 87.0 feet. Be all measurements a little more or less.

FOR INFORMATIONAL PURPOSES ONLY:

Address: 1214 Gregg Street, Columbia, SC 29201

TMS No.: 11406-14-29

EXHIBIT B (See Section 2.2)

DESCRIPTION OF PUBLIC INFRASTRUCTURE

1. Parking deck \$12,250,000
2. Gregg, Barnwell and Gervais St. – Mill, overlay, and stripe \$255,000
3. Utilities Construction \$1,102,000
4. Streetscape/hardscape/irrigation - \$463,000
5. Gregg St. lights \$204,000
6. Electric Grid Improvements \$298,000
7. Streetscape Civil – sidewalks, curb, gutter, paving \$450,000
8. Abatement/Demolition/Blight Eradication - \$744,000

TOTAL \$15,755,000 Public Infrastructure Estimate

Notwithstanding anything above or in this Agreement to the contrary, the Company and the County acknowledge and agree that: (i) the Public Infrastructure shall, subject to the provisions of Section 2.2(c) of this Agreement, include, in addition to that described and delineated above, any Public Infrastructure invested, or caused to be invested, in, in the aggregate, by the Company in connection with the Project and consisting of improvements or infrastructure included within the description of Public Infrastructure set forth in Section 2.2 of this Agreement; and, (ii) the total cost of the Public Infrastructure, as well as the specific line item budget amounts, listed above are current estimates and the actual expenditures made by, or at the direction of, the Company with respect to the Public Infrastructure may fluctuate as the Project develops.



Meeting Date: May 5, 2026
Department: Legal
From: Jeff Palen, Assistant City Manager / CFO

Ordinance No.: 2026-033 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Congaree Riverfront District Business Park)

Endorsed by the Economic Development and Infrastructure Committee on April 14, 2026.

Background Summary:

Attachments:

1. 2026-033- (Riverfront)_ Master Park Agreement
2. 2026-033 - IGA - Riverfront Park
3. 2026-033 - Riverfront Park MCIP Ordinance v6

MASTER AGREEMENT

Governing the

CONGAREE RIVERFRONT DISTRICT BUSINESS PARK

Between

Richland County, South Carolina

and

Fairfield County, South Carolina

Dated as of June __, 2026

Prepared By:

**Parker Poe Adams & Bernstein LLP
Columbia, South Carolina**

Instructions for County Auditor and County Treasurer

The real and personal property located within the Congaree Riverfront District Business Park (the “Park”) is exempt from ad valorem taxes. The owners or lessees of the real and personal property located in the Park are obligated instead, under the terms of the State Constitution, to pay an amount equivalent to the taxes or other in-lieu-of payment that would have been due on the real and personal property located in the Park except for the exemption provided by the State Constitution.

The payments due on the real and personal property located in the Park may be lower than the otherwise payable ad valorem tax if the property is subject to a negotiated fee in-lieu-of taxes arrangement with either Richland or Fairfield County or is the beneficiary of a special source revenue or infrastructure credit. Therefore, when preparing the annual bills for the real and personal property located in the Park, please ensure that all applicable incentives have been applied and correctly calculated, including the use of a reduced assessment ratio and alternate millage rates.

Once a bill has been paid by an owner or lessee of real or personal property located in the Park, the provisions of this Agreement (together with the provisions of the Riverfront IGA, as defined herein) will govern how the payments are to be distributed between Richland and Fairfield Counties and then among the various taxing entities within each County and the other recipients identified in this Agreement. The Counties are permitted by law to distribute the payments among the taxing entities in a manner and proportion different than the ad valorem tax revenues would have been distributed if the real and personal property located in the Park were taxable.

**MASTER AGREEMENT GOVERNING THE
CONGAREE RIVERFRONT DISTRICT BUSINESS PARK**

THIS MASTER AGREEMENT (this “*Agreement*”) is entered into as of the ____ day of June, 2026 (the “*Effective Date*”), by and between **Richland County, South Carolina**, a body politic and corporate and political subdivision of the State of South Carolina (“*Richland*”), and **Fairfield County, South Carolina**, a body politic and corporate and political subdivision of the State of South Carolina (“*Fairfield*” and, together with Richland, the “*Counties*” and each, a “*County*”), pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, as amended, and Title 4, Chapter 1, Section 170 of the Code of Laws of South Carolina, 1976, as amended (collectively, the “*Act*”).

RECITALS:

WHEREAS, the City of Columbia, South Carolina (the “*City*”) desires to create a public amenity to attract visitors to the greater Columbia metropolitan area and to stimulate commercial development adjacent to the riverfront, and to that end has determined to establish a riverfront park within the jurisdictional limits of the City along the portion of the Congaree River located between Catawba Street and the Gervais Street Bridge (the “*Project*”); and

WHEREAS, the City has designated certain tax map parcels within the areas adjacent to the riverfront as the Congaree Riverfront District (the “*District*”), which parcels are more particularly identified on Exhibit A hereto (the “*Property*”); and

WHEREAS, in furtherance of the Project and to provide a funding mechanism to offset the costs of operating and maintaining the Project, Richland and the City have entered into that certain Intergovernmental Agreement, dated as of the Effective Date, a copy of which is attached hereto as Exhibit B and incorporated herein by reference (the “*Riverfront IGA*”), pursuant to which, among other things, (i) Richland has agreed to develop a new multi-county business park to include the Property, (ii) the City has consented to the inclusion of the Property in such park, and (iii) the parties have established a waterfall for the allocation and distribution of the fee in lieu of ad valorem tax revenues paid by taxpayers that own qualifying commercial properties located in such park; and

WHEREAS, in accordance with the authority granted to the Counties by the Act, and in order to promote the economic welfare of their citizens and to fulfill Richland’s commitments under the Riverfront IGA, the Counties wish to jointly create the Congaree Riverfront District Business Park (the “*Riverfront Business Park*” or, for ease of reference in this Agreement, the “*Park*”) and to govern its operation pursuant to this Agreement; and

WHEREAS, the City Council of the City of Columbia has, by ordinance, consented to the inclusion of the Property within the Park to the extent the Property is located within the corporate limits of the City; and

WHEREAS, the Counties intend that this Agreement, together with the Riverfront IGA, govern the operation of the Park as of the Effective Date.

NOW, THEREFORE, on the basis of the premises and mutual covenants herein contained, the sufficiency of which consideration is acknowledged, the parties agree as set forth below:

**ARTICLE I
PARK BOUNDARIES**

Section 1.01. *Park Boundaries.* The Park consists of the real property identified on Exhibit A and all personal property located on such real property or otherwise identified on Exhibit A. As of the Effective Date, all of the Property comprising the Park is located within Richland.

Section 1.02. *Modification of Park Boundaries.*

(a) The Counties may enlarge the boundaries of the Park from time to time to include additional real or personal property. To enlarge the boundaries of the Park, the County in which the real or personal property to be included in the Park is located (the “Host County”) shall adopt a resolution or ordinance authorizing the inclusion of such additional property in the Park. This Agreement is automatically amended to reflect the enlargement of the Park’s boundaries without further action by the governing bodies of either County upon delivery of written notice to the non-Host County (the “Companion County”) of the inclusion of the additional real or personal property in the Park. The written notice shall include a copy of the resolution or ordinance approving the inclusion of the property in the Park and a description or identification of the property included in the Park. To the extent any property to be added to the Park is situated within the geographical boundaries of any municipality, the Host County shall obtain the written consent of such municipality in accordance with the Act prior to including such property in the Park.

(b) The Counties may diminish the boundaries of the Park from time to time to remove real or personal property from the Park. To diminish the boundaries of the Park, the Host County and the Companion County shall each adopt a resolution or ordinance authorizing the removal of property from the Park. This Agreement is automatically amended to reflect the diminishment of the Park’s boundaries once each County has adopted its approving resolution or ordinance. Each County shall deliver a copy of its resolution or ordinance approving the diminishment of the boundaries of the Park to the other County. The Counties acknowledge that, with respect to any Property included in the Park as of the Effective Date, removal of such Property from the Park is subject to the terms of the Riverfront IGA.

(c) Each County shall annually update Exhibit A to reflect the inclusion in or removal from the Park of any property for which such County is the Host County and shall deliver such update to the other County in accordance with Section 3.04 of this Agreement. The initial Exhibit A attached to this Agreement reflects the property located in the Park as of the Effective Date.

**ARTICLE II
TAX STATUS; PAYMENTS IN-LIEU-OF TAXES**

Section 2.01. *Constitutional Exemption from Taxation.* The Counties acknowledge that, under the provisions of the Act, all real and personal property located in the Park is exempt from all ad valorem taxation.

Section 2.02. *Payment in-Lieu-of Taxes.*

(a) The owners or lessees of any property situated in the Park shall pay an amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of such property within the Park (the “PILOT”).

(b) The amount of the annual PILOT may be reduced if the owner or lessee of property located in the Park (i) has negotiated a fee in-lieu-of taxes arrangement with respect to the property with the Host County pursuant to the provisions of Sections 12-44-10, et seq., 4-12-30, or 4-29-67 of the Code of Laws of South Carolina 1976, as amended, or any successor provisions thereto as may be provided under South Carolina law, or (ii) receives a special source revenue or infrastructure credit with respect to the property under the provisions of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended, or any successor provisions thereto as may be provided under South Carolina law (collectively, (i) and (ii), a “Negotiated PILOT”). In either case, the terms of the agreement between the owner or lessee of the property and the Host County with respect to the Negotiated PILOT govern the calculation of the annual PILOT due with respect to the property located in the Park.

ARTICLE III

SHARING OF EXPENSES AND REVENUES OF THE PARK

Section 3.01. *Expense Sharing.* The Counties shall share the expenses relating to the Park, which may include expenses relating to the development, operation, maintenance, and promotion of the Park. For the property comprising the Park for which Fairfield is the Host County, Fairfield shall bear 100% of the expenses of such portion of the Park. For the property comprising the Park for which Richland is the Host County, Richland shall bear 100% of the expenses of such portion of the Park. The Counties shall negotiate on a case-by-case basis the sharing of any other expenses that may arise from the Park.

Section 3.02. *Revenue Sharing Between Richland and Fairfield.*

(a) The Counties shall share all of the revenues received from the PILOT or Negotiated PILOT due with respect to the real and personal property located in the Park (the “Park Revenues”).

(b) For Park Revenues received from property for which Fairfield is the Host County, after reimbursing itself for expenditures made to attract to and locate any particular property in the Park, Fairfield shall remit one percent (1%) of such Park Revenues to Richland as the Companion County.

(c) For Park Revenues received from property for which Richland is the Host County, Richland shall remit one percent (1%) of such Park Revenues to Fairfield as the Companion County. The amount remitted to Fairfield pursuant to this subsection (c) corresponds to, and satisfies, the allocation set forth in subsection (a) of the Park Revenues waterfall in Section 3 of the Riverfront IGA.

Section 3.03. *Distribution of Revenues Within Each County.*

(a) For Park Revenues received by Fairfield as the Host County and remaining after distribution to Richland as the Companion County pursuant to Section 3.02(b), Fairfield elects to retain all such Park Revenues. Fairfield may unilaterally amend its distribution scheme by adopting a resolution or ordinance authorizing the amendment, which amendment shall automatically modify this Agreement upon delivery of written notice to Richland that includes a copy of the amending resolution or ordinance.

(b) For Park Revenues received by Richland as the Host County, Richland elects to distribute such Park Revenues each year in the following waterfall, which is intended to track and implement the waterfall set forth in Section 3 of the Riverfront IGA, a copy of which is attached as Exhibit B to this Agreement and incorporated herein by reference:

FIRST One percent (1%) of the Park Revenues shall be remitted to Fairfield as the Companion County in accordance with Section 3.02(c) of this Agreement, in satisfaction of subsection (a) of the waterfall set forth in Section 3 of the Riverfront IGA;

SECOND Seven percent (7%) of the Park Revenues remaining after the allocation in FIRST shall be deposited in the Richland County Economic Development Fund (the “Economic Development Fund”);

THIRD From the Park Revenues remaining after the allocations in FIRST and SECOND, an amount equal to the respective Base Revenue (as defined in the Riverfront IGA) shall be paid to each Taxing Entity (as defined in the Riverfront IGA);

FOURTH The Park Revenues remaining after the allocations in FIRST, SECOND and THIRD, if any, constitute New Revenue (as defined in the Riverfront IGA) and shall be allocated as follows:

(i) For New Revenue generated by the Property with respect to the property tax year corresponding to the record date of December 31, 2026, through the first Fiscal Year of Operation (as such terms are defined in the Riverfront IGA) of the Project, an amount equal to fifty percent (50%) of the New Revenue shall be allocated to and deposited in the Riverfront Park Account (as defined in the Riverfront IGA) created and held by the Richland County Treasurer until the amount on deposit in the Riverfront Park Account equals \$5,000,000, and thereafter any remaining New Revenue shall be allocated to and deposited in the Riverfront Park Reserve Account (as defined in the Riverfront IGA) created and held by the Richland County Treasurer until the amount on deposit in the Riverfront Park Reserve Account equals \$10,000,000; and

(ii) From and after the first Fiscal Year of Operation of the Project through the end of the term of this Agreement, an amount equal to the lesser of (A) fifty percent (50%) of the New Revenue and (B) the Project Expense Cap (as defined in the Riverfront IGA) shall be allocated to and deposited in the Riverfront Park Account, and thereafter any remaining New Revenue shall be allocated to and deposited in the Riverfront Park Reserve Account until the amount on deposit in the Riverfront Park

Reserve Account equals the then-current Project Expense Reserve Cap (as defined in the Riverfront IGA);

FIFTH New Revenue remaining after the allocations in FIRST through FOURTH may, at the written request of the City and upon the written consent of Richland, be utilized to pay for the operation, maintenance, or construction of projects that provide or enhance pedestrian, bicycle, or vehicular connectivity to the Project; and

SIXTH All Park Revenues remaining after the allocations in FIRST through FIFTH shall be distributed, on a pro rata basis according to millage, to the Taxing Entities in accordance with each Taxing Entity’s pro rata portion of the millage levied on the Property in the most recent property tax year (each, a “Pro-Rata Portion”). Any such distribution to a school district shall be further divided on a pro rata basis according to the operating and debt service millage levied by or collected on behalf of the school district.

(c) The release, use, audit, and reconciliation of funds on deposit in the Riverfront Park Account and the Riverfront Park Reserve Account shall be governed by the Riverfront IGA. Notwithstanding anything to the contrary in this Agreement, Richland may amend the distribution scheme set forth in Section 3.03(b) only if and to the extent permitted by, and in compliance with, the Riverfront IGA. Subject to the foregoing, Richland may unilaterally amend the distribution scheme applicable to its Park Revenues by adopting a resolution or ordinance authorizing the amendment, which amendment shall automatically modify this Agreement upon delivery of written notice to Fairfield that includes a copy of the amending resolution or ordinance.

Section 3.04. Annual Report and Disbursement. Not later than July 15 of each year, commencing July 15, 2027, each County shall prepare and submit to the other County a report detailing the Park Revenues received by such County and any amounts owed to the other County under the terms of this Agreement during the immediately preceding Fiscal Year. A check (or other payment in immediately available funds) for the amount reflected in the report shall be delivered at the same time. The report shall also include the annual updates to Exhibit A described in Section 1.02(c).

ARTICLE IV MISCELLANEOUS

Section 4.01. Term. Unless earlier terminated as provided in this Agreement or in the Riverfront IGA, the term of this Agreement and of the Park shall commence on the Effective Date and shall continue for a period of twenty-five (25) years. The term of this Agreement may be extended by three (3) successive ten (10)-year periods through the adoption of an ordinance or resolution by each of Richland, Fairfield, and the City prior to the commencement of each ten (10)-year extension period, with notice of such extension delivered to the other parties to this Agreement and to the City. Notwithstanding the foregoing, if the City has not certified to Richland that the Commencement of Construction (as defined in the Riverfront IGA) of the Project has occurred by December 31, 2031 (or such later date as Richland and the City may agree pursuant to a written amendment to the Riverfront IGA), Richland shall deliver written notice to Fairfield specifying (i) the City’s failure to so certify and (ii) that this Agreement is terminated in accordance with this

Section 4.01, and this Agreement shall terminate effective upon Richland's delivery of such notice to Fairfield.

Section 4.02. *Termination; Effect.* Upon expiration or earlier termination of this Agreement, (i) the Park shall automatically dissolve, (ii) the Property shall be relocated, in accordance with the Riverfront IGA, to the I-77 Corridor Regional Industrial Park established under that certain Amended and Restated Master Agreement, dated as of September 1, 2018, between Richland and Fairfield, as the same may be amended from time to time, and (iii) any funds remaining on deposit in the Riverfront Park Account or the Riverfront Park Reserve Account shall be paid to the Taxing Entities in accordance with each Taxing Entity's Pro-Rata Portion.

Section 4.03. *Assessed Valuation.* For the purpose of bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to the Counties and to each of the taxing entities within the Counties must be identical to the percentage of Park Revenues received by each County and taxing entity in the preceding Fiscal Year.

Section 4.04. *Records.* Each Host County covenants and agrees that, on request by the Companion County, the Host County will provide copies of the records of the annual levy, bills, and Park Revenues for the property located in the Park for which it is the Host County as such records become available in the normal course of the Host County's procedures. Richland shall additionally maintain records of all allocations and disbursements made pursuant to Section 3.03(b) of this Agreement and shall make such records available to Fairfield in accordance with this Section.

Section 4.05. *Applicable Law.* In order to avoid any conflict of laws or ordinances between the Counties, the ordinances of the Host County will be the applicable regulations or laws governing the property comprising the Park for which such County is the Host County. Nothing herein shall be construed to supersede any state or federal law or regulation. The Host County may adopt restrictive covenants and land use requirements with respect to the property comprising the Park for which such County is the Host County. This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with, South Carolina law, without giving effect to any choice of law provision or rule.

Section 4.06. *Consent by the City and Other Municipalities.* In accordance with the Act and the Riverfront IGA, the City has, by City ordinance, consented to the location of the Property within the Park to the extent the Property is situated within the City's geographical boundaries. In connection with the enlargement of the Park's boundaries pursuant to Section 1.02(a), the Host County shall obtain the consent of any municipality prior to locating any property in the Park that is situated within such municipality's geographical boundaries.

Section 4.07. *Relationship to Riverfront IGA.* This Agreement is intended to operate in conjunction with the Riverfront IGA. The Counties acknowledge that the Riverfront IGA contains additional terms governing, among other things, the creation of the Riverfront Park Account and the Riverfront Park Reserve Account, the release and use of funds on deposit therein, audit rights, default and remedies, and termination. In the event of any conflict or inconsistency between this Agreement and the Riverfront IGA with respect to the allocation, distribution, release, or use of

funds on deposit in the Riverfront Park Account or the Riverfront Park Reserve Account, the Riverfront IGA shall control as between Richland and the City. Nothing in the Riverfront IGA shall be deemed to amend or modify the rights and obligations of Fairfield under this Agreement without Fairfield's express written consent.

Section 4.08. *Binding Effect of Agreement.* This Agreement serves as a written instrument that is binding upon the signatory parties and their respective successors and permitted assigns.

Section 4.09. *Severability.* In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

Section 4.10. *Complete Agreement; Amendment.* Subject to Section 4.07 of this Agreement (regarding the supremacy of the Riverfront IGA as set forth therein), and except as may be stated in future agreements executed by and binding upon Richland and Fairfield, this Agreement constitutes the entire agreement between Richland and Fairfield with respect to the subject matter hereof, and no party hereto shall be bound by any oral or written agreements, statements, promises, or understandings not specifically set forth in this Agreement. Except for the amendments provided for in Article I and Section 3.03 of this Agreement, this Agreement may be amended only on the adoption of an ordinance by the governing bodies of Richland and Fairfield.

Section 4.11. *Counterpart Execution.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, with the same effect as if the signatures hereto were upon the same instrument. Signatures delivered by facsimile, by electronic mail (including in PDF format), or through any electronic signature service or platform (including, without limitation, DocuSign or any other equivalent service) shall be deemed valid and binding for all purposes and shall have the same force and effect as original ink signatures.

Section 4.12. *Termination Limitation.* Notwithstanding any provision of this Agreement to the contrary, but subject to Section 4.01 and Section 4.02, Fairfield and Richland agree that this Agreement may not be terminated by either County for the initial twenty-five (25)-year term, except as expressly contemplated by this Agreement or the Riverfront IGA.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Chair, Richland County Council

Attest:

Clerk to County Council

FAIRFIELD COUNTY, SOUTH CAROLINA

By: _____
Chair, Fairfield County Council

Attest:

Clerk to County Council

EXHIBIT A

Property Comprising the Congaree Riverfront District Business Park

[To be attached — list of tax map parcels comprising the Property as of the Effective Date, as identified in the Riverfront IGA.]

EXHIBIT B
Riverfront IGA

A copy of the Riverfront IGA, including the Park Revenues Waterfall Illustration attached as Exhibit C thereto, is attached hereto as Exhibit B and incorporated herein by reference. [Riverfront IGA to be attached.]

**INTERGOVERNMENTAL AGREEMENT
CONGAREE RIVERFRONT DISTRICT
MULTI-COUNTY BUSINESS PARK**

This **INTERGOVERNMENTAL AGREEMENT** (“*Agreement*”) is entered into this __ day of June, 2026 (“Effective Date”), by and between the City of Columbia, South Carolina, a municipal corporation and political subdivision of the State of South Carolina (hereinafter referred to as “*City*”), and Richland County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (hereinafter referred to as the “*County*” and together with the City, the “*Parties*” and each a “*Party*”). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in **Exhibit A: Definitions**.

RECITALS

WHEREAS, the City desires to create a public amenity to attract visitors to the greater Columbia area and stimulate commercial development adjacent to the riverfront;

WHEREAS, the City has determined to establish a riverfront park within the jurisdictional limits of the City along the portion of the Congaree River located between Catawba Street and the Gervais Street Bridge (“*Project*”);

WHEREAS, the City has designated certain tax map parcels within the areas adjacent to the riverfront as the Congaree Riverfront District (“*District*”), which parcels are more particularly identified on **Exhibit B: Congaree Riverfront District Property** (the “*Property*”);

WHEREAS, to accomplish the purposes described in this Agreement, the City has requested the County and the County desires to develop a new multi-county business park known as the “Congaree Riverfront District Business Park” (the “*Riverfront Business Park*”) and locate the Property in the Riverfront Business Park;

WHEREAS, the Parties intend to establish a funding mechanism to offset the costs of operating and maintaining the Project (the “*Project Expenses*”) through an allocation of a portion of the fee in lieu of ad valorem tax revenues paid by taxpayers that own qualifying commercial properties located in the Riverfront Business Park (the “*Park Revenue*”);

WHEREAS, the Parties intend that the taxing entities with taxing jurisdiction over the Property as of the Effective Date (“*Taxing Entities*”) do not experience a decrease in the amounts of their respective property tax collections from the Property as of December 31, 2024 (the “*Base Revenue*”);

WHEREAS, the Parties intend that the Project Expenses be paid only from the portion of annual Park Revenues representing increased collections over and above Base Revenue (the “*New Revenue*”);

WHEREAS, the County is authorized pursuant to Article VIII, Section 13 of the Constitution and in accordance with §4-1-170, Code of Laws of South Carolina, 1976, as amended, to jointly develop the Riverfront Business Park with a contiguous county (the “*Partner County*”);

WHEREAS, the City must consent to the creation of the Riverfront Business Park because the Property is located within its corporate limits; and

WHEREAS, the County desires to create the Riverfront Business Park by executing and delivering a master agreement (the “*Park Agreement*”) with a Partner County and locate the Property therein.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Creation of Riverfront Business Park. The County shall create the Riverfront Business Park through the negotiation and execution of a Park Agreement with a Partner County by no later than December 31, 2026. The City shall consent to the location of the Property in the Riverfront Business Park subject to the terms provided herein. Notwithstanding any other provision of this Agreement or the description of the Property set forth on **Exhibit B**, any tax map parcel that, as of the Effective Date or at any time during the term of this Agreement, includes one or more structures that constitute owner-occupied residential property assessed at 4% (or such other assessment ratio as may from time to time be applicable to owner-occupied residential property under South Carolina law) (each such parcel, “**Residential Property**”) shall be excluded from, and shall not be deemed to constitute part of, the District or the Property for any purpose under this Agreement; provided, however, that any such tax map parcel that, at any time during the term of this Agreement, ceases to be Residential Property shall be automatically included within, and shall be deemed to constitute part of, the District and the Property for purposes under this Agreement. The City and the County shall cooperate in good faith to effect any such exclusion or inclusion, and to update **Exhibit B** accordingly.

Section 2. Term of Riverfront Business Park.

(a) Unless earlier terminated as described in this Agreement, the Park Agreement establishing the Riverfront Business Park shall have a term of 25 years. Following expiration of the initial 25-year term, the term of the Park Agreement shall automatically renew for up to three successive 10-year periods, unless (i) either the County or the City adopts a resolution to terminate the Park Agreement and delivers written notice of such resolution to the other Party at least one year prior to the expiration of the then-current term, or (ii) the County and the City mutually agree, in writing, at any time, to terminate the Park Agreement.

(b) If the City has not certified to the County that the Commencement of Construction has occurred by December 31, 2031, then the Park Agreement shall automatically terminate, unless prior to such date the County and the City have executed a written amendment to this Agreement extending the date by which Commencement of Construction shall occur.

(c) On the expiration of the term of the Park Agreement, or the prior termination thereof pursuant to the terms of this Agreement, (i) the Riverfront Business Park shall automatically dissolve, (ii) the Relocated Property (as defined in Section 6) shall be transferred to the I-77 Corridor Regional Industrial Park, and (iii) any funds held in the Riverfront Park Operating Account or the Riverfront Park Reserve Account shall be distributed in accordance with Sections 4(f) and 5(f).

Section 3. Allocation and Payment of Park Revenues. Each year, Park Revenues shall be allocated and paid by the Richland County Treasurer utilizing the following waterfall as illustrated on **Exhibit C: Park Revenues Waterfall Illustration:**

(a) 1% of the Park Revenues shall be paid to the Partner County;

(b) 7% of the remaining Park Revenues shall be allocated to the County’s Economic Development Fund;

(c) From the Park Revenues remaining after the allocations and payments in (a) and (b), an amount equal to the respective Base Revenue shall be paid to each Taxing Entity;

(d) The Park Revenues remaining after the allocations and payments in (a) through (c), if any, constitute New Revenue. New Revenue shall be allocated as follows:

(i) For New Revenue generated by the Property with respect to the property tax year corresponding to the record date of December 31, 2026, through the first Fiscal Year of Operation (as defined herein) of the Project, all New Revenue shall be transmitted by the County Treasurer to the City for deposit into the Riverfront Park Reserve Account until the amount on deposit in the Riverfront Park Reserve Account equals \$10 million; and

(ii) From the first Fiscal Year of Operation of the Project through the end of the term of the Park Agreement, all New Revenue shall be transmitted by the County Treasurer to the City for deposit into the Riverfront Park Reserve Account until the amount on deposit in the Riverfront Park Reserve Account equals the then-current Project Expense Reserve Cap.

(e) New Revenue remaining after the allocations and payments in (a) through (d), may, at the written request of the City and upon the written consent of the County be utilized to pay for the operation, maintenance or construction of projects that provide or enhance pedestrian, bicycle or vehicular connectivity to the Project.

(f) New Revenue remaining after the allocations and payments in (a) through (e) shall be paid to the Taxing Entities in accordance with each Taxing Entity's pro-rata portion of the millage levied on the Property in the most recent property tax year ("***Pro-Rata Portion***").

Section 4. Release of Funds from the Riverfront Park Operating Account.

(a) *Annual Budgeted Project Expenses Certification.* No later than April 30 of each year, the City shall submit to the County a detailed, proposed annual budget of Project Expenses for County review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed, and which review and approval may be performed administratively by the County Administrator without further action of County Council. The County shall provide its written response to the proposed annual budget within 30 days of receipt of the proposed annual budget from the City. If the County does not respond within 30 days of receipt, the proposed budget shall not be deemed approved, and the City may deliver to the County a second written request clearly captioned as such and referencing this Section 4(a), in which case if the County fails to respond within 15 days of receipt of such second request, the proposed budget shall be deemed approved. The City shall not release funds from the Riverfront Park Reserve Account or expend funds from the Riverfront Park Operating Account in excess of the Project Expenses set forth in the approved annual budget, except as expressly permitted under Section 5.

(b) *Mechanics for Release.* The Riverfront Park Operating Account and the Riverfront Park Reserve Account shall each be created and held by the City. Upon the County's approval of the annual budget pursuant to Section 4(a), the City may release from the Riverfront Park Reserve Account to the Riverfront Park Operating Account an amount up to the aggregate Project Expenses set forth in the approved annual budget for the applicable Fiscal Year. If the amount so released is less than the Project Expenses set forth in the approved annual budget, the City may make additional transfers from the Riverfront Park Reserve Account to the Riverfront Park Operating Account during the Fiscal Year, in amounts up to such shortfall, as and to the extent the County Treasurer transmits funds to the City for deposit into the Riverfront Park Reserve Account pursuant to Section 3. If, in any Fiscal Year, the amounts on deposit in the Riverfront Park Reserve Account are insufficient to fund in full the Project Expenses set forth in the approved annual budget for such Fiscal Year, the City shall be responsible for the resulting shortfall, and the County shall have no obligation in respect thereof. Within 30 days following the end of each Fiscal Year, the City shall transfer any unspent funds in the Riverbank Park Operating Account as of the end of such Fiscal Year to the Riverfront Park Reserve Account, and, following such transfer, to the extent the amount then on deposit in the Riverfront Park Reserve Account exceeds the then-current Project Expense Reserve Cap, transmit any funds in the Riverfront Park Reserve Account in excess of the then-current Project Expense Reserve Cap to the County Treasurer for distribution to the Taxing Entities in accordance with each Taxing Entity's Pro-Rata Portion.

(c) *Annual Reporting of Project Expenses.* By December 31 of each year, the City shall provide the County with a written report including: (i) a detailed report of all Project Expenses incurred in the immediately preceding Fiscal Year; (ii) supporting documentation reasonably satisfactory to the County of such Project Expenses; (iii) a reconciliation of amounts disbursed for each category of Project Expenses in such Fiscal Year against amounts budgeted for each category of Project Expenses; and (iv) a statement of the balances on deposit in the Riverfront Park Operating Account and the Riverfront Park Reserve Account

as of the end of such Fiscal Year, together with a statement of all transfers between such accounts and all remittances to the County Treasurer pursuant to Section 4(b) during such Fiscal Year.

(d) *County Audit Rights.* The County shall have the right, upon 20 days' prior written notice, to audit the City's books and records relating to the Riverfront Park Operating Account, the Riverfront Park Reserve Account, and Project Expenses no more than once per Fiscal Year, and at any time following a Default by the City, which audit shall be conducted by an independent third party certified public accountant or firm of certified public accountants selected by the County and reasonably acceptable to the City (except that the County may select the auditor in its sole discretion following a Default by the City). The cost of such audit shall be paid from funds on deposit in the Riverfront Park Reserve Account, and the City shall release such funds to the County (or directly to the auditor) upon written request. If an audit reveals that funds were expended or released for purposes other than Project Expenses, then the City shall repay, subject to annual appropriation, such amounts to the Riverfront Park Reserve Account within 60 days of written demand. If the City does not appropriate funds for such repayment, then the County may direct the County Treasurer to suspend further transmittals to the City for deposit into the Riverfront Park Reserve Account until the repayment obligation is satisfied, and to apply the Park Revenues that would otherwise have been so transmitted to the Taxing Entities in accordance with each Taxing Entity's Pro-Rata Portion. The County may also withhold its approval of any annual budget pursuant to Section 4(a) or consent to any Supplemental Release pursuant to Section 5, pending repayment of such funds.

(e) *Interest.* The City may invest funds in the Riverfront Park Operating Account and the Riverfront Park Reserve Account in accordance with applicable South Carolina law governing the investment of public funds. All interest and investment earnings on amounts held in such accounts shall accrue to the benefit of the respective account in which they were earned and shall be treated as additional New Revenue for purposes of paying Project Expenses or Unbudgeted Expenses (as defined herein).

(f) *Distribution on Termination.* Upon termination of this Agreement for any reason, the City shall, within 30 days following such termination, transfer to the County Treasurer all amounts remaining on deposit in the Riverfront Park Operating Account. The County Treasurer shall thereupon distribute such amounts in accordance with the applicable termination provision of this Agreement. If no specific termination provision addresses the distribution of such funds, the County Treasurer shall pay such amounts to the Taxing Entities in accordance with each Taxing Entity's Pro-Rata Portion.

Section 5. Supplemental Release of Funds from the Riverfront Park Reserve Account.

(a) *Purpose.* Commencing with the Fiscal Year following the first Fiscal Year of Operation of the Project, the City may, with the prior written consent of the County, release funds from the Riverfront Park Reserve Account to the Riverfront Park Operating Account as a supplemental release (a "***Supplemental Release***") solely to fund Project Expenses that (i) were not included in the City's annual budget approved pursuant to Section 4(a) and (ii) could not reasonably have been known or anticipated at the time of submission of the annual budget for County approval (collectively, "***Unbudgeted Expenses***"). The County shall have no obligation to consent to a Supplemental Release for any purpose other than Unbudgeted Expenses.

(b) *Request and Documentation.* The City shall submit a written request to the County for the County's written consent to a Supplemental Release, accompanied by: (i) a detailed description of the Unbudgeted Expenses for which the Supplemental Release is sought; (ii) documentation reasonably satisfactory to the County evidencing the nature, necessity, and amount of such Unbudgeted Expenses; (iii) a certification by the City Manager that the expenses constitute Project Expenses as defined herein and were not reasonably foreseeable at the time the annual budget was submitted to the County for its review and approval; and (iv) an explanation of why the Unbudgeted Expenses cannot be deferred until the next Fiscal Year without material harm to the Project. The County shall have 30 days following receipt of a complete request (or such longer period as is reasonably necessary to review such request) to approve, modify, or deny such request or to request additional information from the City. A failure by the County to

respond within such 30 day (or longer) period shall not constitute consent, but the County agrees to cooperate with the City and work in good faith to review and promptly respond to such request.

(c) *Frequency Limitation.* Supplemental Releases shall be made no more than once per Fiscal Year, unless (1) the County, in its sole discretion, determines that an emergency exists posing an imminent threat to public health, safety or welfare at or arising from the Project (an “**Emergency**”) or (2) the City and the County mutually agree to more frequent Supplemental Releases because of the timing and availability of New Revenue during the Fiscal Year. The City shall bear the burden of demonstrating the existence of an Emergency to the County’s reasonable satisfaction with supporting documentation.

(d) *Audit Rights.* All Supplemental Releases from the Riverfront Park Reserve Account shall be subject to the County’s audit rights as set forth in Section 4(d). If the final results of an audit reveal that any released funds were used for purposes other than the Unbudgeted Expenses for which the County consented to the Supplemental Release, the City shall repay, subject to annual appropriation, such amounts to the Riverfront Park Reserve Account within 60 days of written demand. If the City does not appropriate funds for such repayment to the Riverfront Park Reserve Account, then the County may direct the County Treasurer to suspend further transmittals to the City for deposit into the Riverfront Park Reserve Account until the repayment obligation is satisfied. The County may withhold its consent to further Supplemental Releases, and may direct the City to suspend further expenditures from the Riverfront Park Operating Account, pending repayment and delivery by the City to the County of assurances acceptable to the County that future expenditures and Supplemental Releases will only be made for Project Expenses or Unbudgeted Expenses, as applicable.

(e) *Interest.* The balance of the Riverfront Park Reserve Account shall include all interest and investment earnings accrued thereon in accordance with Section 4(e).

(f) *Distribution on Termination.* Upon termination of this Agreement for any reason, the City shall, within 30 days following such termination, transfer to the County Treasurer all amounts remaining on deposit in the Riverfront Park Reserve Account. The County Treasurer shall thereupon distribute such amounts in accordance with the applicable termination provision of this Agreement. If no specific termination provision addresses the distribution of such funds, the County Treasurer shall pay such amounts to the Taxing Entities in accordance with each Taxing Entity’s pro-rata portion of the millage levied on the Property in the most recent property tax year.

Section 6. City Consent. The City shall consent to the inclusion of the Property within the Riverfront Business Park. The City’s consent is a limited consent and is deemed to be consent only to the inclusion of the Property in the Riverfront Business Park solely for the specific purposes as set forth in this Agreement. The City’s consent shall not be deemed to be consent to the location of the Property within the Riverfront Business Park for any other purpose, including specifically consent for purposes of any special source revenue credit or special source revenue bond applicable to any parcel of Property. Notwithstanding the foregoing, for any Property that is relocated from one multi-county business or industrial park to the Riverfront Business Park, the City is deemed to give its full consent, for all intents and purposes, to the location of such Property in the Riverfront Business Park.

The City’s execution of this Agreement shall also constitute its consent to the relocation, on termination of the Riverfront Business Park as described in Section 2 of this Agreement, of only those portions of the Property that, as of the date of such termination, are subject to an incentive agreement with the County (including, without limitation, any fee in lieu of tax agreement or any agreement providing for a special source revenue credit or special source revenue bond) that requires the location of the subject Property in a multi-county business or industrial park as a condition to the effectiveness, validity, or continuation of such incentive agreement (collectively, the “**Relocated Property**”) to the I-77 Corridor Regional Industrial Park. All portions of the Property that do not qualify as Relocated Property shall, as of the date of termination, cease to be located in any multi-county business or industrial park.

Section 7. Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect and for any reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In the event any such provision is held to be invalid, illegal or unenforceable, the parties hereto shall make their best efforts to agree on a provision in substitution for such invalid, illegal or unenforceable provision that is as near in economic benefit as possible to the provision found to be invalid, illegal or unenforceable.

Section 8. Waiver. Any party may waive compliance by any of the other parties with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 9. Entire Agreement; Amendment. Except as stated to the contrary herein, or except as may be stated in future agreements executed by and binding upon the parties to this Agreement, this Agreement constitutes the entire understanding among the parties with respect to the subject matter hereof. None of the parties shall be bound by any terms, conditions, statements or representations (oral or written) not herein contained. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated, and signed by all parties to this Agreement.

Section 10. Time of Essence. Time is expressly declared to be of the essence with respect to the matters addressed in this Agreement.

Section 11. Governing Law. The governing law of this Agreement shall be the laws of the State of South Carolina without giving effect to any choice of law provision or rule.

Section 12. Incorporation by Reference. All Exhibits referred to in this Agreement are to be considered as if they are attached to and completely incorporated in this Agreement by reference.

Section 13. Default.

(a) *Notice of Default.* Upon the occurrence of any Default, the non-defaulting Party shall provide the defaulting Party with written notice specifying in reasonable detail the nature of the Default (a “**Default Notice**”). The defaulting Party shall have 10 days following receipt of the Default Notice to deliver written notice to the non-defaulting Party disputing whether a Default has occurred. If the defaulting Party does not timely dispute the Default, or if the Parties are unable to resolve any such dispute within 20 days of the Default Notice, the defaulting Party shall have 30 days from the expiration of the applicable dispute period to cure the Default (the “**Cure Period**”).

(b) *Extended Cure Period.* If the Default is not reasonably susceptible to cure within the Cure Period, the Cure Period shall be extended for such additional time as is reasonably necessary, provided that: (i) the defaulting Party commences cure within the initial 30 day Cure Period; (ii) the defaulting Party diligently pursues cure to completion; and (iii) in no event shall the extended Cure Period exceed 90 days from the original Default Notice.

(c) *Remedies.* If a Default is not cured within the applicable Cure Period, the non-defaulting Party may, at its election, exercise any one or more of the following remedies:

1. Suspend its obligations under this Agreement, including, in the case of the County, the County’s direction to the County Treasurer to transmit Park Revenues to the City for deposit into the Riverfront Park Reserve Account and the County’s consent to any Supplemental Release, until the Default is cured;
2. Terminate this Agreement upon 30 days’ written notice to the defaulting Party;
3. Seek specific performance of the defaulting Party's obligations; or
4. Pursue any other remedy available at law or in equity.

The remedies set forth herein are cumulative and not exclusive of any other remedy available to the non-defaulting Party.

(d) *Consequences of Termination Due to Default.* Upon termination of this Agreement pursuant to this Section 13, the City shall, within 30 days of such termination, transfer to the County Treasurer all funds held in the Riverfront Park Operating Account and the Riverfront Park Reserve Account, and the County Treasurer shall distribute such funds to the Taxing Entities in accordance with each Taxing Entity's pro-rata portion of the millage levied on the Property in the most recent property tax year, except to the extent any such funds are subject to a pending dispute or claim by either Party.

(e) *Limitation on Damages.* Notwithstanding anything to the contrary herein, neither Party shall be liable to the other for consequential, indirect, punitive, or speculative damages arising out of or related to a Default under this Agreement.

(f) *No Waiver.* The exercise of any remedy by the non-defaulting Party upon the occurrence of a Default shall not constitute a waiver of any other right or remedy available to it. The failure to exercise any remedy upon the occurrence of a Default shall not constitute a waiver of the right to exercise such remedy upon the occurrence of any subsequent Default.

Section 14. Notices. All notices, requests, demands, consents, approvals, and other communications required or permitted under this Agreement shall be in writing and shall be deemed duly given: (i) upon delivery, if delivered by hand; (ii) one business day after deposit with a nationally recognized overnight courier service, addressed to the recipient with charges prepaid; or (iii) upon transmission, if sent by email with confirmation of receipt (followed by hard copy sent by overnight courier). Notices shall be addressed as follows:

If to the City:
City Manager
City of Columbia
1737 Main Street
Columbia, South Carolina 29201
Email:

With a copy to:
City Attorney
City of Columbia
1737 Main Street
Columbia, South Carolina 29201
Email:

If to the County:
County Administrator
Richland County
2020 Hampton Street
Columbia, South Carolina 29204
Email:

With a copy to:
County Attorney
Richland County
2020 Hampton Street
Columbia, South Carolina 29204
Email:

and

Parker Poe Adams & Bernstein LLP
1221 Main Street, Suite 1100
Columbia, South Carolina 29201
Email: Columbiabondteam@parkerpoe.com

Either Party may change its notice address by providing written notice to the other Party in accordance with this Section.

Section 15. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were upon the same instrument.

IN WITNESS WHEREOF, this Agreement has been duly signed, sealed and delivered by the parties hereto as of the Effective Date.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
[Mayor][City Manager]

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
[Chair, County Council][County Administrator]

EXHIBIT A

DEFINITIONS

“Commencement of Construction” shall mean the execution of one or more contracts for the construction of the Project and substantial completion of at least 20% of the scope of work provided under such contract(s).

“Default” shall mean any material failure by a Party to perform or observe any obligation, covenant, or condition required to be performed or observed by such Party under this Agreement.

“Fiscal Year” shall mean the fiscal year of the County, currently July 1 through June 30 of each year, as may be modified by applicable law.

“Operation” shall mean the first Fiscal Year that the Project is open and available to the public for its intended purposes.

“Project Expenses” shall mean the reasonable and necessary ongoing direct and proximate costs of operating, maintaining, and repairing the Project in its ordinary course, including without limitation: (i) routine operations and maintenance expenses, including landscaping, groundskeeping, cleaning, trash removal, security, utilities, and pest control; (ii) costs of ordinary repairs and preventive maintenance necessary to keep the Project in safe, functional, and publicly accessible condition; (iii) personnel and contractor costs directly attributable to Project operations, including wages, benefits, payroll taxes, and management or service fees paid to unrelated third parties providing direct Project services; (iv) insurance premiums, administrative expenses, permits, licenses, and compliance costs related solely to the Project; (v) the cost of materials, supplies, and equipment used for ongoing Project operations and maintenance; and (vi) capital expenditures for emergency repairs and for repairs required as a result of a catastrophic weather event or other natural disaster, regardless of whether such capital expenditures would otherwise be required to be capitalized under generally accepted accounting principles. Project Expenses shall expressly exclude: (i) costs of initial construction or development of the Project; (ii) capital improvements, replacements, or expansions that are required to be capitalized under generally accepted accounting principles, other than capital expenditures described in clause (vi) of the immediately preceding sentence; (iii) debt service or financing costs; and (iv) any costs unrelated to the ownership, operation, or maintenance of the Project.

“Project Expense Cap” shall mean, initially, an amount equal to \$5 million, subject to an increase of 3% each Fiscal Year following commencement of Operation. The City and the County may mutually agree to adjust the Project Expense Cap at any time based on the anticipated Project Expenses following completion of the master plan for the District. The adjusted Project Expense Cap shall continue to increase by 3% each Fiscal Year.

“Project Expense Reserve Cap” shall mean an amount equal to twice the then-current Project Expense Cap.

EXHIBIT B

CONGAREE RIVERFRONT DISTRICT PROPERTY



EXHIBIT C
PARK REVENUES WATERFALL ILLUSTRATION

ORDINANCE NO.: 2026-033

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(Congaree Riverfront District Business Park)*

WHEREAS, the City of Columbia, South Carolina ("City"), is a body, politic and corporate located in Richland County, South Carolina ("County"); and,

WHEREAS, through Columbia City Council ("Council"), the City is entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina; and,

WHEREAS, the City has prioritized the development of the Congaree Riverfront District that includes the establishment of a riverfront park along the portion of the Congaree River located between Catawba Street and the Gervais Street Bridge to create a public amenity, attract visitors, and stimulate commercial development adjacent to the riverfront ("Riverfront Park Project"); and,

WHEREAS, the City and the County wish to establish a mechanism to fund certain costs associated with the Projects through the creation of a new multi-county business park pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, as amended, and South Carolina Code Annotated Section 4-1-170 (collectively, the "Act") and the distribution of fee in lieu of ad valorem tax revenues generated by qualifying property located within such park; and,

WHEREAS, the County has committed to include the real property comprising the Riverfront Park Project, on parcels located in the City as more particularly described on Exhibit A attached hereto (collectively, "Riverfront Property"), in a multicounty business park known as the "Congaree Riverfront District Business Park" (the "Riverfront Business Park"); and,

WHEREAS, the County desires to create the Riverfront Business Park by executing and delivering a master agreement with a contiguous county (a "Partner County") (the "Riverfront Park Agreement") and incorporating the Riverfront Property therein; and,

WHEREAS, the provisions of the Riverfront Master Agreement will govern the operation of the Riverfront Business Park, including the sharing of expenses and revenues of the Riverfront Business Park, and the manner in which the revenue is to be distributed to each of the taxing entities within each of the County and the Partner County (the "Counties"); and

WHEREAS, the Riverfront Park Project is located within the geographical jurisdiction of the City and the City is required to provide its consent with respect to the creation of the Riverfront Business Park and the incorporation of the Riverfront Property therein to the extent the Riverfront Park Project falls within the geographical jurisdiction of the City; and

WHEREAS, the City and the County desire to enter into an intergovernmental agreement related to the Riverfront Park Project, the substantially final form of which is attached as Exhibit B ("Riverfront IGA"), to govern the terms under which the City will agree to consent to the inclusion of the Riverfront Property in the Riverfront Business Park and to set forth certain terms regarding the revenue distribution of the Riverfront Business Park which will be reflected in the Riverfront Master Agreement, which is attached as Exhibit C; NOW, THEREFORE,

LEGAL DEPARTMENT DRAFT

BE IT ORDAINED, by the Mayor and City Council this ____ day of _____, 2026, that the City hereby consents to the creation of the Riverfront Business Park, and the inclusion of the Riverfront Property in the Riverfront Business Park, in the manner and to the extent provided in the Riverfront IGA, which consent is conditioned upon the following:

1. The County's adoption, by resolution or ordinance, authorizing the inclusion of the Riverfront Property in the Riverfront Business Park and delivery of written notice to the County, pursuant to the Riverfront Park Agreement; provided, the Riverfront Property shall not be removed from the Riverfront Business Park for the term of the Riverfront IGA.

2. The Mayor and the City Manager, or either of them acting alone, is authorized to negotiate, prepare and execute on behalf of the City, the Riverfront IGA, and any other documents, and to take any further action, as may be reasonably necessary to further the intent of this Ordinance.

3. Approval of this Ordinance does not constitute any development approvals, as all regulatory permitting and approval requirements remain in effect, the requirement of such is not altered in any way by the approval of this Ordinance.

4. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Requested by:

Jeff Palen, Assistant City Manager

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:
Final Reading:

ORDINANCE NO.: 2026-033
 EXHIBIT A
 PROPERTY DESCRIPTION

LEGAL DEPARTMENT DRAFT



**ORDINANCE NO.: 2026-033
EXHIBIT B
RIVERFRONT INTERGOVERNMENTAL AGREEMENT**

LEGAL DEPARTMENT DRAFT

**ORDINANCE NO.: 2026-033
EXHIBIT C
RIVERFRONT MASTER AGREEMENT**



Meeting Date: May 5, 2026

Department: Legal

From:

Ordinance No.: 2026-038 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Convention Center District Business Park)

Endorsed by the Economic Development and Infrastructure Committee on April 14, 2026.

Background Summary:

Attachments:

1. 2026-038 - Convention Center MCIP Ordinance _v5
2. 2026-038 -(Convention Center)_ Master Park Agreement
3. 2026-038 - IGA Convention Center

ORDINANCE NO.: 2026-038

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(Convention Center District Business Park)*

WHEREAS, the City of Columbia, South Carolina ("City"), is a body, politic and corporate located in Richland County, South Carolina ("County"); and,

WHEREAS, through Columbia City Council ("Council"), the City is entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina; and,

WHEREAS, the City and County have prioritized the expansion and improvement of the Columbia Metropolitan Convention Center and the funding of supporting infrastructure and capital projects to attract additional visitors and conventions, promote tourism and commercial activity within the greater Columbia metropolitan area ("Convention Center Project"); and,

WHEREAS, the City and the County wish to establish a mechanism to fund certain costs associated with the Projects through the creation of a new multi-county business park pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, as amended, and South Carolina Code Annotated Section 4-1-170 (collectively, the "Act") and the distribution of fee in lieu of ad valorem tax revenues generated by qualifying property located within such park; and,

WHEREAS, the County has committed to include the real property comprising the Convention Center Project, on parcels located in the City as more particularly described on Exhibit A attached hereto (collectively, "Convention Center Property"), in a multicounty business park known as the "Convention Center District Business Park" (the "Convention Center Business Park"); and,

WHEREAS, the County desires to create the Convention Center Business Park by executing and delivering a master agreement with a Partner County (the "Convention Center Park Agreement") and incorporating the Convention Center Property therein; and,

WHEREAS, the provisions of the Convention Center Master Agreement will govern the operation of the Convention Center Business Park, including the sharing of expenses and revenues of the Convention Center Business Park, and the manner in which the revenue is to be distributed to each of the taxing entities within each of the Counties; and,

WHEREAS, the Convention Center Project is located within the geographical jurisdiction of the City and the City is required to provide its consent with respect to the creation of the Convention Center Business Park and the incorporation of the Convention Center Property therein to the extent the Convention Center Project falls within the geographical jurisdiction of the City; and,

WHEREAS, the City and the County desire to enter into an intergovernmental agreement related to the Convention Center Project, the substantially final form of which is attached as Exhibit B ("Convention Center IGA"), to govern the terms under which the City will agree to consent to the inclusion of the Convention Center Property in the Convention Center Business Park and to set forth certain terms regarding the revenue distribution of the Convention Center Business Park which will be reflected in the Convention Center Master Agreement, which is attached as Exhibit C; NOW, THEREFORE,

LEGAL DEPARTMENT DRAFT

BE IT ORDAINED, by the Mayor and City Council this ____ day of _____, 2026, that the City hereby consents to the creation of the Convention Center Business Park, and the inclusion of the Convention Center Property in the Convention Center Business Park, in the manner and to the extent provided in the Convention Center IGA, which consent is conditioned upon the following:

1. The County's adoption, by resolution or ordinance, authorizing the inclusion of the Convention Center Property in the Convention Center Business Park and delivery of written notice to the County, pursuant to the Convention Center Park Agreement; provided, the Convention Center Property shall not be removed from the Convention Center Business Park for the term of the Convention Center IGA.

2. The Mayor and the City Manager, or either of them acting alone, is authorized to negotiate, prepare and execute on behalf of the City, the Convention Center IGA and any other documents, and to take any further action, as may be reasonably necessary to further the intent of this Ordinance.

3. Approval of this Ordinance does not constitute any development approvals, as all regulatory permitting and approval requirements remain in effect, the requirement of such is not altered in any way by the approval of this Ordinance.

4. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Requested by:

Jeff Palen, Assistant City Manager

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



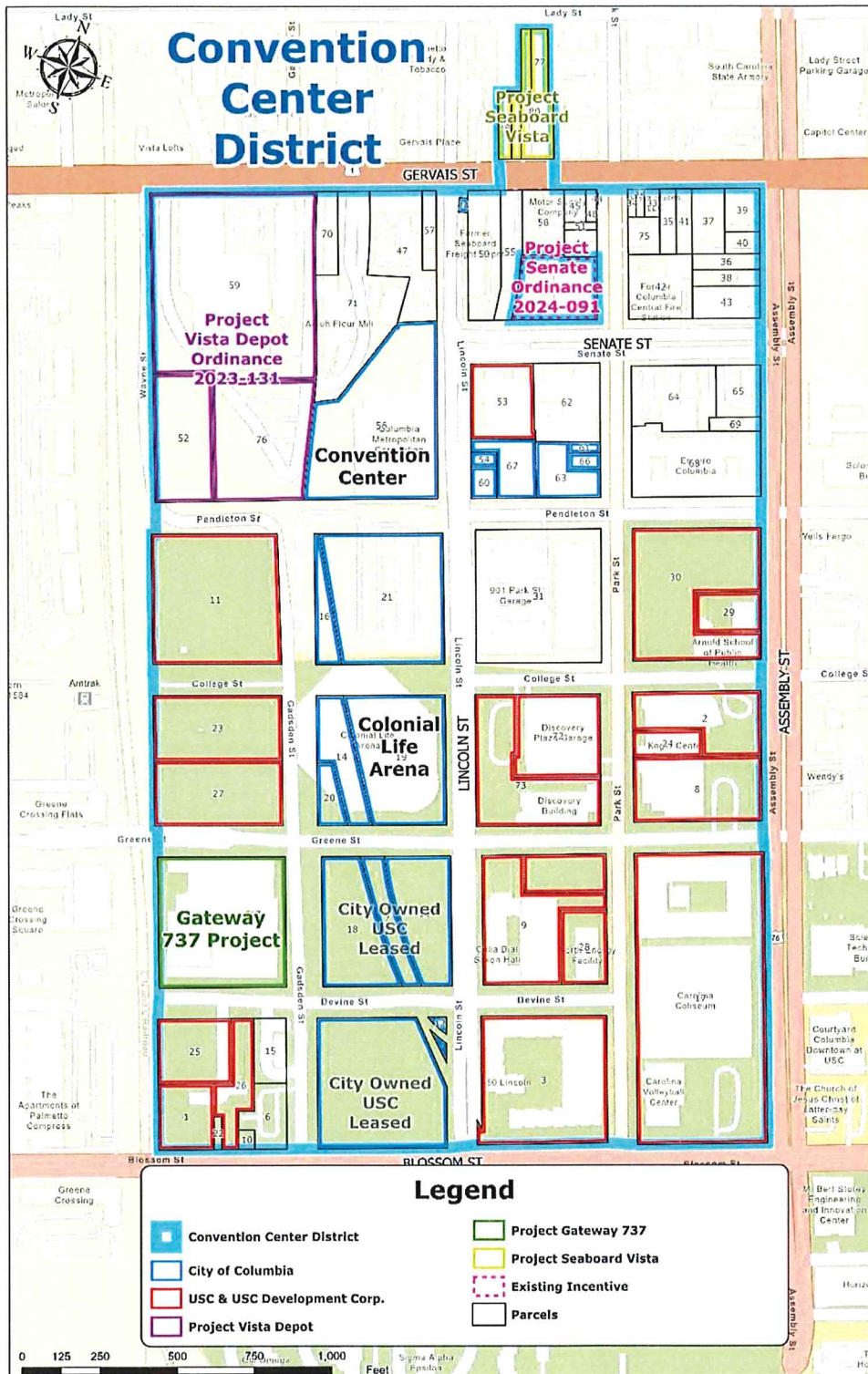
Deputy City Attorney

City Clerk

Introduced:
Final Reading:

**ORDINANCE NO.: 2026-038
EXHIBIT A
PROPERTY DESCRIPTION**

LEGAL DEPARTMENT DRAFT



ORDINANCE NO.: 2026-038
EXHIBIT B
CONVENTION CENTER INTERGOVERNMENTAL AGREEMENT

ORDINANCE NO.: 2026-038
EXHIBIT C
CONVENTION CENTER MASTER AGREEMENT

MASTER AGREEMENT

Governing the

CONVENTION CENTER DISTRICT BUSINESS PARK

Between

Richland County, South Carolina

and

Fairfield County, South Carolina

Dated as of June __, 2026

Prepared By:

**Parker Poe Adams & Bernstein LLP
Columbia, South Carolina**

Instructions for County Auditor and County Treasurer

The real and personal property located within the Convention Center District Business Park (the “Park”) is exempt from ad valorem taxes. The owners or lessees of the real and personal property located in the Park are obligated instead, under the terms of the State Constitution, to pay an amount equivalent to the taxes or other in-lieu-of payment that would have been due on the real and personal property located in the Park except for the exemption provided by the State Constitution.

The payments due on the real and personal property located in the Park may be lower than the otherwise payable ad valorem tax if the property is subject to a negotiated fee in-lieu-of taxes arrangement with either Richland or Fairfield County or is the beneficiary of a special source revenue or infrastructure credit. Therefore, when preparing the annual bills for the real and personal property located in the Park, please ensure that all applicable incentives have been applied and correctly calculated, including the use of a reduced assessment ratio and alternate millage rates.

Once a bill has been paid by an owner or lessee of real or personal property located in the Park, the provisions of this Agreement (together with the provisions of the Convention Center IGA, as defined herein) will govern how the payments are to be distributed between Richland and Fairfield Counties and then among the various taxing entities within each County and the other recipients identified in this Agreement. The Counties are permitted by law to distribute the payments among the taxing entities in a manner and proportion different than the ad valorem tax revenues would have been distributed if the real and personal property located in the Park were taxable.

**MASTER AGREEMENT GOVERNING THE
CONVENTION CENTER DISTRICT BUSINESS PARK**

THIS MASTER AGREEMENT (this “*Agreement*”) is entered into as of the ____ day of June, 2026 (the “*Effective Date*”), by and between **Richland County, South Carolina**, a body politic and corporate and political subdivision of the State of South Carolina (“*Richland*”), and **Fairfield County, South Carolina**, a body politic and corporate and political subdivision of the State of South Carolina (“*Fairfield*” and, together with Richland, the “*Counties*” and each, a “*County*”), pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, as amended, and Title 4, Chapter 1, Section 170 of the Code of Laws of South Carolina, 1976, as amended (collectively, the “*Act*”).

RECITALS:

WHEREAS, Richland and the City of Columbia, South Carolina (the “*City*”) share the goals of attracting visitors and conventions to the greater Columbia metropolitan area, supporting and growing the regional visitor economy, and stimulating commercial development that complements and benefits from an expanded convention and tourism sector; and

WHEREAS, Richland, in cooperation with the City, desires to promote the expansion and improvement of the Columbia Metropolitan Convention Center located within the jurisdictional limits of the City and to fund infrastructure and capital projects that support the Convention Center’s ability to attract additional visitors and conventions (collectively, the “*Project*”); and

WHEREAS, Richland has designated certain tax map parcels within the areas surrounding and supporting the Convention Center as the Columbia Metropolitan Convention Center District (the “*District*”), which parcels are more particularly identified on Exhibit A hereto (the “*Property*”); and

WHEREAS, in furtherance of the Project and to provide a funding mechanism for the capital expansion and improvement of the Convention Center and the supporting infrastructure and capital projects, Richland and the City have entered into that certain Intergovernmental Agreement, dated as of the Effective Date, a copy of which is attached hereto as Exhibit B and incorporated herein by reference (the “*Convention Center IGA*”), pursuant to which, among other things, (i) Richland has agreed to develop a new multi-county business park to include the Property, (ii) the City has consented to the inclusion of the Property in such park, and (iii) the parties have established a waterfall for the allocation and distribution of the fee in lieu of ad valorem tax revenues paid by taxpayers that own qualifying commercial properties located in such park; and

WHEREAS, in accordance with the authority granted to the Counties by the Act, and in order to promote the economic welfare of their citizens and to fulfill Richland’s commitments under the Convention Center IGA, the Counties wish to jointly create the Convention Center District Business Park (the “*Convention Center District Business Park*” or, for ease of reference in this Agreement, the “*Park*”) and to govern its operation pursuant to this Agreement; and

WHEREAS, the City Council of the City of Columbia has, by ordinance, consented to the inclusion of the Property within the Park to the extent the Property is located within the corporate limits of the City; and

WHEREAS, the Counties intend that this Agreement, together with the Convention Center IGA, govern the operation of the Park as of the Effective Date.

NOW, THEREFORE, on the basis of the premises and mutual covenants herein contained, the sufficiency of which consideration is acknowledged, the parties agree as set forth below:

ARTICLE I
PARK BOUNDARIES

Section 1.01. *Park Boundaries.* The Park consists of the real property identified on Exhibit A and all personal property located on such real property or otherwise identified on Exhibit A. As of the Effective Date, all of the Property comprising the Park is located within Richland.

Section 1.02. *Modification of Park Boundaries.*

(a) The Counties may enlarge the boundaries of the Park from time to time to include additional real or personal property. To enlarge the boundaries of the Park, the County in which the real or personal property to be included in the Park is located (the “Host County”) shall adopt a resolution or ordinance authorizing the inclusion of such additional property in the Park. This Agreement is automatically amended to reflect the enlargement of the Park’s boundaries without further action by the governing bodies of either County upon delivery of written notice to the non-Host County (the “Companion County”) of the inclusion of the additional real or personal property in the Park. The written notice shall include a copy of the resolution or ordinance approving the inclusion of the property in the Park and a description or identification of the property included in the Park. To the extent any property to be added to the Park is situated within the geographical boundaries of any municipality, the Host County shall obtain the written consent of such municipality in accordance with the Act prior to including such property in the Park.

(b) The Counties may diminish the boundaries of the Park from time to time to remove real or personal property from the Park. To diminish the boundaries of the Park, the Host County and the Companion County shall each adopt a resolution or ordinance authorizing the removal of property from the Park. This Agreement is automatically amended to reflect the diminishment of the Park’s boundaries once each County has adopted its approving resolution or ordinance. Each County shall deliver a copy of its resolution or ordinance approving the diminishment of the boundaries of the Park to the other County. The Counties acknowledge that, with respect to any Property included in the Park as of the Effective Date, removal of such Property from the Park is subject to the terms of the Convention Center IGA.

(c) Each County shall annually update Exhibit A to reflect the inclusion in or removal from the Park of any property for which such County is the Host County and shall deliver such update to the other County in accordance with Section 3.04 of this Agreement. The initial Exhibit A attached to this Agreement reflects the property located in the Park as of the Effective Date.

ARTICLE II
TAX STATUS; PAYMENTS IN-LIEU-OF TAXES

Section 2.01. *Constitutional Exemption from Taxation.* The Counties acknowledge that, under the provisions of the Act, all real and personal property located in the Park is exempt from all ad valorem taxation.

Section 2.02. *Payment in-Lieu-of Taxes.*

(a) The owners or lessees of any property situated in the Park shall pay an amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of such property within the Park (the “PILOT”).

(b) The amount of the annual PILOT may be reduced if the owner or lessee of property located in the Park (i) has negotiated a fee in-lieu-of taxes arrangement with respect to the property with the Host County pursuant to the provisions of Sections 12-44-10, et seq., 4-12-30, or 4-29-67 of the Code of Laws of South Carolina 1976, as amended, or any successor provisions thereto as may be provided under South Carolina law, or (ii) receives a special source revenue or infrastructure credit with respect to the property under the provisions of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended, or any successor provisions thereto as may be provided under South Carolina law (collectively, (i) and (ii), a “Negotiated PILOT”). In either case, the terms of the agreement between the owner or lessee of the property and the Host County with respect to the Negotiated PILOT govern the calculation of the annual PILOT due with respect to the property located in the Park.

ARTICLE III
SHARING OF EXPENSES AND REVENUES OF THE PARK

Section 3.01. *Expense Sharing.* The Counties shall share the expenses relating to the Park, which may include expenses relating to the development, operation, maintenance, and promotion of the Park. For the property comprising the Park for which Fairfield is the Host County, Fairfield shall bear 100% of the expenses of such portion of the Park. For the property comprising the Park for which Richland is the Host County, Richland shall bear 100% of the expenses of such portion of the Park. The Counties shall negotiate on a case-by-case basis the sharing of any other expenses that may arise from the Park.

Section 3.02. *Revenue Sharing Between Richland and Fairfield.*

(a) The Counties shall share all of the revenues received from the PILOT or Negotiated PILOT due with respect to the real and personal property located in the Park (the “Park Revenues”).

(b) For Park Revenues received from property for which Fairfield is the Host County, after reimbursing itself for expenditures made to attract to and locate any particular property in the Park, Fairfield shall remit one percent (1%) of such Park Revenues to Richland as the Companion County.

(c) For Park Revenues received from property for which Richland is the Host County, Richland shall remit one percent (1%) of such Park Revenues to Fairfield as the Companion County. The amount remitted to Fairfield pursuant to this subsection (c) corresponds to, and satisfies, the allocation set forth in subsection (a) of the Park Revenues waterfall in Section 3 of the Convention Center IGA.

Section 3.03. *Distribution of Revenues Within Each County.*

(a) For Park Revenues received by Fairfield as the Host County and remaining after distribution to Richland as the Companion County pursuant to Section 3.02(b), Fairfield elects to retain all such Park Revenues. Fairfield may unilaterally amend its distribution scheme by adopting a resolution or ordinance authorizing the amendment, which amendment shall automatically modify this Agreement upon delivery of written notice to Richland that includes a copy of the amending resolution or ordinance.

(b) For Park Revenues received by Richland as the Host County, Richland elects to distribute such Park Revenues each year in the following waterfall, which is intended to track and implement the waterfall set forth in Section 3 of the Convention Center IGA, a copy of which is attached as Exhibit B to this Agreement and incorporated herein by reference:

FIRST One percent (1%) of the Park Revenues shall be remitted to Fairfield as the Companion County in accordance with Section 3.02(c) of this Agreement, in satisfaction of subsection (a) of the waterfall set forth in Section 3 of the Convention Center IGA;

SECOND Seven percent (7%) of the Park Revenues remaining after the allocation in FIRST shall be deposited in the Richland County Economic Development Fund (the “Economic Development Fund”);

THIRD From the Park Revenues remaining after the allocations in FIRST and SECOND, an amount equal to the respective Base Revenue (as defined in the Convention Center IGA) shall be paid to each Taxing Entity (as defined in the Convention Center IGA);

FOURTH The Park Revenues remaining after the allocations in FIRST, SECOND, and THIRD, if any, constitute New Revenue (as defined in the Convention Center IGA). An amount equal to fifty percent (50%) of such New Revenue shall be allocated to and deposited annually in the Convention Center Account (as defined in the Convention Center IGA) created and held by the Richland County Treasurer; and

FIFTH All Park Revenues remaining after the allocations in FIRST through FOURTH (including the remaining fifty percent (50%) of New Revenue) shall be distributed, on a pro rata basis according to millage, to the Taxing Entities in accordance with each Taxing Entity’s pro rata portion of the millage levied on the Property in the most recent property tax year (each, a “Pro-Rata Portion”). Any such distribution to a school district shall be further divided on a pro rata basis according to the operating and debt service millage levied by or collected on behalf of the school district.

(c) The use, audit, and reconciliation of funds on deposit in the Convention Center Account shall be governed by the Convention Center IGA. As provided in the Convention Center IGA, funds on deposit in the Convention Center Account may be used and disbursed by Richland, in its

sole discretion, to pay or reimburse Project Expenses (as defined in the Convention Center IGA). Notwithstanding anything to the contrary in this Agreement, Richland may amend the distribution scheme set forth in Section 3.03(b) only if and to the extent permitted by, and in compliance with, the Convention Center IGA. Subject to the foregoing, Richland may unilaterally amend the distribution scheme applicable to its Park Revenues by adopting a resolution or ordinance authorizing the amendment, which amendment shall automatically modify this Agreement upon delivery of written notice to Fairfield that includes a copy of the amending resolution or ordinance.

Section 3.04. *Annual Report and Disbursement.* Not later than July 15 of each year, commencing July 15, 2027, each County shall prepare and submit to the other County a report detailing the Park Revenues received by such County and any amounts owed to the other County under the terms of this Agreement during the immediately preceding Fiscal Year. A check (or other payment in immediately available funds) for the amount reflected in the report shall be delivered at the same time. The report shall also include the annual updates to Exhibit A described in Section 1.02(c).

ARTICLE IV MISCELLANEOUS

Section 4.01. *Term.* Unless earlier terminated as provided in this Agreement or in the Convention Center IGA, the term of this Agreement and of the Park shall commence on the Effective Date and shall continue for a period of twenty-five (25) years. The term of this Agreement may be extended by three (3) successive ten (10)-year periods through the adoption of a consent ordinance or resolution by each of Richland, Fairfield, and the City prior to the commencement of each ten (10)-year extension period. Notwithstanding the foregoing, if Richland has not certified to the City that the Commencement of Construction (as defined in the Convention Center IGA) of the Project has occurred by December 31, 2036 (or such later date as Richland and the City may agree pursuant to a written amendment to the Convention Center IGA), Richland shall deliver written notice to Fairfield specifying (i) Richland's inability to certify and (ii) that this Agreement is terminated in accordance with this Section 4.01, and this Agreement shall terminate effective upon Richland's delivery of such notice to Fairfield. Richland shall promptly deliver written notice to Fairfield of any amendment to the Convention Center IGA extending the date by which Commencement of Construction shall occur.

Section 4.02. *Termination; Effect.* Upon expiration or earlier termination of this Agreement, (i) the Park shall automatically dissolve, (ii) the Property shall be relocated, in accordance with the Convention Center IGA, to the I-77 Corridor Regional Industrial Park established under that certain Amended and Restated Master Agreement, dated as of September 1, 2018, between Richland and Fairfield, as the same may be amended from time to time, and (iii) any funds remaining on deposit in the Convention Center Account shall be paid to the Taxing Entities in accordance with each Taxing Entity's Pro-Rata Portion.

Section 4.03. *Assessed Valuation.* For the purpose of bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to the Counties and to each of the taxing entities within the Counties must be

identical to the percentage of Park Revenues received by each County and taxing entity in the preceding Fiscal Year.

Section 4.04. *Records.* Each Host County covenants and agrees that, on request by the Companion County, the Host County will provide copies of the records of the annual levy, bills, and Park Revenues for the property located in the Park for which it is the Host County as such records become available in the normal course of the Host County's procedures. Richland shall additionally maintain records of all allocations and disbursements made pursuant to Section 3.03(b) of this Agreement and shall make such records available to Fairfield in accordance with this Section.

Section 4.05. *Applicable Law.* In order to avoid any conflict of laws or ordinances between the Counties, the ordinances of the Host County will be the applicable regulations or laws governing the property comprising the Park for which such County is the Host County. Nothing herein shall be construed to supersede any state or federal law or regulation. The Host County may adopt restrictive covenants and land use requirements with respect to the property comprising the Park for which such County is the Host County. This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with, South Carolina law, without giving effect to any choice of law provision or rule.

Section 4.06. *Consent by the City and Other Municipalities.* In accordance with the Act and the Convention Center IGA, the City has, by City ordinance, consented to the location of the Property within the Park to the extent the Property is situated within the City's geographical boundaries. In connection with the enlargement of the Park's boundaries pursuant to Section 1.02(a), the Host County shall obtain the consent of any municipality prior to locating any property in the Park that is situated within such municipality's geographical boundaries.

Section 4.07. *Relationship to Convention Center IGA.* This Agreement is intended to operate in conjunction with the Convention Center IGA. The Counties acknowledge that the Convention Center IGA contains additional terms governing, among other things, the creation of the Convention Center Account, the use of funds on deposit therein, audit rights, default and remedies, and termination. In the event of any conflict or inconsistency between this Agreement and the Convention Center IGA with respect to the allocation, distribution, or use of funds on deposit in the Convention Center Account, the Convention Center IGA shall control as between Richland and the City. Nothing in the Convention Center IGA shall be deemed to amend or modify the rights and obligations of Fairfield under this Agreement without Fairfield's express written consent.

Section 4.08. *No Pledge of Park Revenues.* Nothing in this Agreement shall be construed as a pledge of Park Revenues by Fairfield in support of any debt or other obligation issued or incurred by Richland in connection with the Project. Any pledge of Park Revenues by Richland in support of debt issued or incurred by Richland to finance Project Expenses (as defined in the Convention Center IGA) shall be limited to that portion of the Park Revenues that Richland is entitled to receive and retain under this Agreement and the Convention Center IGA.

Section 4.09. *Binding Effect of Agreement.* This Agreement serves as a written instrument that is binding upon the signatory parties and their respective successors and permitted assigns.

Section 4.10. *Severability.* In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

Section 4.11. *Complete Agreement; Amendment.* Subject to Section 4.07 of this Agreement (regarding the supremacy of the Convention Center IGA as set forth therein), and except as may be stated in future agreements executed by and binding upon Richland and Fairfield, this Agreement constitutes the entire agreement between Richland and Fairfield with respect to the subject matter hereof, and no party hereto shall be bound by any oral or written agreements, statements, promises, or understandings not specifically set forth in this Agreement. Except for the amendments provided for in Article I and Section 3.03 of this Agreement, this Agreement may be amended only on the adoption of an ordinance by the governing bodies of Richland and Fairfield.

Section 4.12. *Counterpart Execution.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, with the same effect as if the signatures hereto were upon the same instrument. Signatures delivered by facsimile, by electronic mail (including in PDF format), or through any electronic signature service or platform (including, without limitation, DocuSign or any other equivalent service) shall be deemed valid and binding for all purposes and shall have the same force and effect as original ink signatures.

Section 4.13. *Termination Limitation.* Notwithstanding any provision of this Agreement to the contrary, but subject to Section 4.01 and Section 4.02, Fairfield and Richland agree that this Agreement may not be terminated by either County for the initial twenty-five (25)-year term, except as expressly contemplated by this Agreement or the Convention Center IGA.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Chair, Richland County Council

Attest:

Clerk to County Council

FAIRFIELD COUNTY, SOUTH CAROLINA

By: _____
Chair, Fairfield County Council

Attest:

Clerk to County Council

EXHIBIT A

Property Comprising the Convention Center District Business Park

[To be attached — list of tax map parcels comprising the Property as of the Effective Date, as identified in the Convention Center IGA.]

EXHIBIT B
Convention Center IGA

A copy of the Convention Center IGA, including the Park Revenues Waterfall Illustration attached as Exhibit C thereto, is attached hereto as Exhibit B and incorporated herein by reference. [Convention Center IGA to be attached.]

**INTERGOVERNMENTAL AGREEMENT
COLUMBIA METROPOLITAN CONVENTION CENTER DISTRICT
MULTI-COUNTY BUSINESS PARK**

This **INTERGOVERNMENTAL AGREEMENT** (“*Agreement*”) is entered into this __ day of June, 2026 (“Effective Date”), by and between the City of Columbia, South Carolina, a municipal corporation and political subdivision of the State of South Carolina (hereinafter referred to as “*City*”), and Richland County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (hereinafter referred to as the “*County*” and together with the City, the “*Parties*” and each a “*Party*”). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in **Exhibit A: Definitions**.

RECITALS

WHEREAS, the County and the City share the goals of attracting visitors and conventions to the greater Columbia metropolitan area, supporting and growing the regional visitor economy, and stimulating commercial development that complements and benefits from an expanded convention and tourism sector;

WHEREAS, the County and the City have previously entered into agreements to cooperate in the development and operation of the Convention Center, all of which remain in effect in accordance with their terms;

WHEREAS, the County, in cooperation with the City, desires to promote the expansion and improvement of the Columbia Metropolitan Convention Center located within the jurisdictional limits of the City and to fund infrastructure and capital projects that support the Convention Center’s ability to attract additional visitors and conventions (collectively, the “*Project*”);

WHEREAS, the County has designated certain tax map parcels within the areas surrounding and supporting the Convention Center as the Columbia Metropolitan Convention Center District (“*District*”), which parcels are more particularly identified on **Exhibit B: Convention Center District Property** (the “*Property*”);

WHEREAS, to accomplish the purposes described in this Agreement, the County desires to develop a new multi-county business park known as the “Convention Center District Business Park” (the “*Convention Center District Business Park*”) and locate the Property in the Convention Center District Business Park;

WHEREAS, the Parties intend to establish a funding mechanism to fund the capital expansion and improvement of the Convention Center and the supporting infrastructure and capital projects that will be part of the Project (the “*Project Expenses*”) through an allocation of a portion of the fee in lieu of ad valorem tax revenues paid by taxpayers that own qualifying commercial properties located in the Convention Center District Business Park (the “*Park Revenue*”);

WHEREAS, the Parties acknowledge and find that the expansion and improvement of the Convention Center, together with the funding of supporting infrastructure and capital projects, will produce material economic benefits to both the County and the City, including, without limitation: (i) increased visitor and convention activity in the greater Columbia metropolitan area, with corresponding growth in lodging, food and beverage, retail, and entertainment expenditures; (ii) increased collections of accommodations taxes, hospitality taxes, and local sales and use taxes by the County and the City; (iii) growth in the property tax base from new and expanded hotel, restaurant, retail, and mixed-use development supporting and surrounding the Convention Center; (iv) the creation and retention of jobs in the hospitality, construction, and service sectors; and (v) enhanced regional and national visibility for the Columbia metropolitan area as a destination for conventions, meetings, and events;

WHEREAS, the Parties further acknowledge that supporting infrastructure and capital projects within and adjacent to the Convention Center District including, but not limited to parking facilities, hotels, streetscape improvements, public realm enhancements, signage and wayfinding, transit and pedestrian connections, and utility upgrades directly enhance the Convention Center’s ability to host larger and more frequent events, increase visitor capacity and duration of stay, and maximize the economic return on the Convention Center to both the County and the City;

WHEREAS, the Parties intend that the taxing entities with taxing jurisdiction over the Property as of the Effective Date (“**Taxing Entities**”) do not experience a decrease in the amounts of their respective property tax collections from the Property as of December 31, 2024 (the “**Base Revenue**”);

WHEREAS, the Parties intend that the Project Expenses be paid only from the portion of annual Park Revenues representing increased collections over and above Base Revenue (the “**New Revenue**”);

WHEREAS, the County is authorized pursuant to Article VIII, Section 13 of the Constitution and in accordance with §4-1-170, Code of Laws of South Carolina, 1976, as amended, to jointly develop the Convention Center District Business Park with a contiguous county (the “**Partner County**”);

WHEREAS, the City must consent to the creation of the Convention Center District Business Park because the Property is located within its corporate limits; and

WHEREAS, the County desires to create the Convention Center District Business Park by executing and delivering a master agreement (the “**Park Agreement**”) with a Partner County and locate the Property therein.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Creation of Convention Center District Business Park. The County shall create the Convention Center District Business Park through the negotiation and execution of a Park Agreement with a Partner County by no later than December 31, 2026. The City shall consent to the location of the Property in the Convention Center District Business Park subject to the terms provided herein. Notwithstanding any other provision of this Agreement or the description of the Property set forth on **Exhibit B**, any tax map parcel that, as of the Effective Date or at any time during the term of this Agreement, includes one or more structures that constitute owner-occupied residential property assessed at 4% (or such other assessment ratio as may from time to time be applicable to owner-occupied residential property under South Carolina law) (each such parcel, “**Residential Property**”) shall be excluded from, and shall not be deemed to constitute part of, the District or the Property for any purpose under this Agreement; provided, however, that any such tax map parcel that, at any time during the term of this Agreement, ceases to be Residential Property shall be automatically included within, and shall be deemed to constitute part of, the District and the Property for purposes under this Agreement. The City and the County shall cooperate in good faith to effect any such exclusion or inclusion, and to update **Exhibit B** accordingly.

Section 2. Term of Convention Center District Business Park.

(a) Unless earlier terminated as described in this Agreement, the Park Agreement establishing the Convention Center Business Park shall have a term of 25 years. Following expiration of the initial 25-year term, the term of the Park Agreement shall automatically renew for up to three successive 10-year periods, unless (i) either the County or the City adopts a resolution to terminate the Park Agreement and delivers written notice of such resolution to the other Party at least one year prior to the expiration of the then-current term, or (ii) the County and the City mutually agree, in writing, at any time, to terminate the Park Agreement.

(b) If the County has not certified to the City that the Commencement of Construction has occurred by December 31, 2036, then the Park Agreement shall automatically terminate, unless prior to such date the County and the City have executed a written amendment to this Agreement extending the date by which Commencement of Construction shall occur.

(c) On the expiration of the term of the Park Agreement, or the prior termination thereof pursuant to the terms of this Agreement, (i) the Convention Center District Business Park shall automatically dissolve, (ii) the Relocated Property (as defined in Section 6) shall be transferred to the I-77 Corridor Regional Industrial Park, and (iii) any funds held by the County in the Convention Center Account shall be paid to the Taxing Entities in accordance with each Taxing Entity's pro-rata portion of the millage levied on the Property in the most recent property tax year.

Section 3. Allocation and Payment of Park Revenues. Each year, Park Revenues shall be allocated and paid by the Richland County Treasurer utilizing the following waterfall as illustrated on **Exhibit C: Park Revenues Waterfall Illustration**:

(a) 1% of the Park Revenues shall be paid to the Partner County;

(b) 7% of the remaining Park Revenues shall be allocated to the County's Economic Development Fund;

(c) From the Park Revenues remaining after the allocations and payments in (a) and (b), an amount equal to the respective Base Revenue shall be paid to each Taxing Entity;

(d) The Park Revenues remaining after the allocations and payments in (a) through (c), if any, constitute New Revenue. An amount equal to 50% of the New Revenue shall be allocated to and deposited annually in the Convention Center Account created and held by the County Treasurer, and the remaining 50% of the New Revenue shall be allocated and paid pursuant to subsection (e) below; and

(e) New Revenue remaining after the allocations and payments in (a) through (d) shall be paid to the Taxing Entities in accordance with each Taxing Entity's pro-rata portion of the millage levied on the Property in the most recent property tax year ("*Pro-Rata Portion*").

Section 4. Convention Center Account.

(a) *Mechanics for Use.* Funds on deposit in the Convention Center Account may be used and disbursed by the County, in its sole discretion, to pay or reimburse Project Expenses. The County may expend funds in the Convention Center Account at such times and in such amounts as the County determines, in its sole discretion, are appropriate to advance the Project. The County and the City share a common interest in the success of the Project and will engage in regular communication regarding the County's planned and completed expenditures, and the County will consider in good faith any input the City may offer on opportunities to coordinate such expenditures with City initiatives.

(b) *Annual Reporting of Project Expenses.* By December 31 of each year, the County shall provide the City with a written report summarizing (i) Project Expenses paid or reimbursed from the Convention Center Account during the immediately preceding Fiscal Year and (ii) the balance on deposit in the Convention Center Account as of the end of such Fiscal Year. The annual report is provided for informational purposes only and does not require City approval, and the City's receipt of, or failure to object to, the annual report shall not constitute a waiver of the City's audit rights under Section 4(c).

(c) *City Audit Rights.* The City shall have the right, upon 20 days' prior written notice and no more than once per Fiscal Year, to audit the County's financial books and records directly relating to Project

Expenses paid or reimbursed from the Convention Center Account during the two (2) Fiscal Years immediately preceding the date of the audit notice. The audit shall be conducted by an independent third party certified public accountant or firm of certified public accountants selected by the City and subject to the County's prior written approval, which shall not be unreasonably withheld. The cost of the audit shall be borne by the City. The County shall reasonably cooperate with any such audit and shall make available such books, records, and personnel as are reasonably necessary for the City's auditor to verify that disbursements from the Convention Center Account were made for Project Expenses.

For purposes of this Section, an expenditure shall be deemed to have been made for Project Expenses if the County, at the time of the expenditure, determined in good faith that the expenditure satisfied the definition of Project Expenses set forth on Exhibit A, and the County's good faith determination shall be entitled to deference. If an audit reveals that funds were disbursed for purposes other than Project Expenses, the City shall provide the County with a written notice of the audit findings and a reasonable opportunity to respond. If the Parties are unable to resolve the matter within 60 days, the dispute shall be resolved in accordance with Section 12. Following resolution that funds were improperly disbursed, the County shall, subject to annual appropriation, repay such amounts to the Convention Center Account within 60 days of written demand from the City. Nothing in this Section shall be construed to limit, condition, or impair the County's discretion under Section 4(a) to determine the timing, amount, or purpose of expenditures from the Convention Center Account.

(d) *Interest.* The County Treasurer may invest funds in the Convention Center Account in accordance with applicable South Carolina law governing the investment of public funds. All interest and investment earnings on amounts held in the Convention Center Account shall accrue to the benefit of such account and shall be treated as additional New Revenue for purposes of paying Project Expenses.

(e) *Distribution on Termination.* Upon termination of this Agreement for any reason, any amounts remaining on deposit in the Convention Center Account shall be distributed in accordance with the applicable termination provision of this Agreement. If no specific termination provision addresses the distribution of the funds, such amounts shall be paid to the Taxing Entities in accordance with each Taxing Entity's Pro-Rata Portion.

Section 5. City Consent. The City shall consent to the inclusion of the Property within the Convention Center District Business Park. The City's consent is a limited consent and is deemed to be consent only to the inclusion of the Property in the Convention Center District Business Park solely for the specific purposes as set forth in this Agreement. The City's consent shall not be deemed to be consent to the location of the Property within the Convention Center District Business Park for any other purpose, including specifically consent to any special source revenue credit or special source revenue bond applicable to any parcel of Property. Notwithstanding the foregoing, for any Property that is relocated from one multi-county business or industrial park to the Convention Center District Business Park, the City is deemed to give its full consent, for all intents and purposes, to the location of such Property in the Convention Center District Business Park.

The City's execution of this Agreement shall also constitute its consent to the relocation, on termination of the Convention Center Business Park as described in Section 2 of this Agreement, of only those portions of the Property that, as of the date of such termination, are subject to an incentive agreement with the County (including, without limitation, any fee in lieu of tax agreement or any agreement providing for a special source revenue credit or special source revenue bond) that requires the location of the subject Property in a multi-county business or industrial park as a condition to the effectiveness, validity, or continuation of such incentive agreement (collectively, the "**Relocated Property**") to the I-77 Corridor Regional Industrial Park. All portions of the Property that do not qualify as Relocated Property shall, as of the date of termination, cease to be located in any multi-county business or industrial park.

Section 6. Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect and for any reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In the event any such provision is held to be invalid, illegal or unenforceable, the parties hereto shall make their best efforts to agree on a provision in substitution for such invalid, illegal or unenforceable provision that is as near in economic benefit as possible to the provision found to be invalid, illegal or unenforceable.

Section 7. Waiver. Any party may waive compliance by any of the other parties with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 8. Entire Agreement; Amendment. Except as stated to the contrary herein, or except as may be stated in future agreements executed by and binding upon the parties to this Agreement, this Agreement constitutes the entire understanding among the parties with respect to the subject matter hereof. None of the parties shall be bound by any terms, conditions, statements or representations (oral or written) not herein contained. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated, and signed by all parties to this Agreement.

Section 9. Time of Essence. Time is expressly declared to be of the essence with respect to the matters addressed in this Agreement.

Section 10. Governing Law. The governing law of this Agreement shall be the laws of the State of South Carolina without giving effect to any choice of law provision or rule.

Section 11. Incorporation by Reference. All Exhibits referred to in this Agreement are to be considered as if they are attached to and completely incorporated in this Agreement by reference.

Section 12. Default.

(a) *Notice of Default.* Upon the occurrence of any Default, the non-defaulting Party shall provide the defaulting Party with written notice specifying in reasonable detail the nature of the Default (a “**Default Notice**”). The defaulting Party shall have 10 days following receipt of the Default Notice to deliver written notice to the non-defaulting Party disputing whether a Default has occurred. If the defaulting Party does not timely dispute the Default, or if the Parties are unable to resolve any such dispute within 20 days of the Default Notice, the defaulting Party shall have 30 days from the expiration of the applicable dispute period to cure the Default (the “**Cure Period**”).

(b) *Extended Cure Period.* If the Default is not reasonably susceptible to cure within the Cure Period, the Cure Period shall be extended for such additional time as is reasonably necessary, provided that: (i) the defaulting Party commences cure within the initial 30 day Cure Period; (ii) the defaulting Party diligently pursues cure to completion; and (iii) in no event shall the extended Cure Period exceed 90 days from the original Default Notice.

(c) *Remedies.* If a Default is not cured within the applicable Cure Period, the non-defaulting Party may, at its election, exercise any one or more of the following remedies:

1. Terminate this Agreement upon 30 days’ written notice to the defaulting Party;
2. Seek specific performance of the defaulting Party's obligations; or
3. Pursue any other remedy available at law or in equity.

The remedies set forth herein are cumulative and not exclusive of any other remedy available to the non-defaulting Party. Notwithstanding the foregoing, if there is any debt outstanding that is secured in any respect by or payable from the New Revenue allocated to the Convention Center Account or the funds

on deposit therein, the Parties agree that the termination remedy set forth in Section 12(c)(1) shall be suspended until any such debt has matured.

(d) *Consequences of Termination Due to Default.* Upon termination of this Agreement pursuant to this Section 12, funds held in the Convention Center Account shall be distributed to the Taxing Entities in accordance with each Taxing Entity's pro-rata portion of the millage levied on the Property in the most recent property tax year, except to the extent any such funds are subject to a pending dispute or claim by either Party.

(e) *Limitation on Damages.* Notwithstanding anything to the contrary herein, neither Party shall be liable to the other for consequential, indirect, punitive, or speculative damages arising out of or related to a Default under this Agreement.

(f) *No Waiver.* The exercise of any remedy by the non-defaulting Party upon the occurrence of a Default shall not constitute a waiver of any other right or remedy available to it. The failure to exercise any remedy upon the occurrence of a Default shall not constitute a waiver of the right to exercise such remedy upon the occurrence of any subsequent Default.

Section 13. Notices. All notices, requests, demands, consents, approvals, and other communications required or permitted under this Agreement shall be in writing and shall be deemed duly given: (i) upon delivery, if delivered by hand; (ii) one business day after deposit with a nationally recognized overnight courier service, addressed to the recipient with charges prepaid; or (iii) upon transmission, if sent by email with confirmation of receipt (followed by hard copy sent by overnight courier). Notices shall be addressed as follows:

If to the City:

City Manager
City of Columbia
1737 Main Street
Columbia, South Carolina 29201
Email:

With a copy to:

City Attorney
City of Columbia
1737 Main Street
Columbia, South Carolina 29201
Email:

If to the County:

County Administrator
Richland County
2020 Hampton Street
Columbia, South Carolina 29204
Email:

With a copy to:

County Attorney
Richland County
2020 Hampton Street
Columbia, South Carolina 29204
Email:

and

Parker Poe Adams & Bernstein LLP
1221 Main Street, Suite 1100
Columbia, South Carolina 29201
Email: Columbiabondteam@parkerpoe.com

Either Party may change its notice address by providing written notice to the other Party in accordance with this Section.

Section 14. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were upon the same instrument.

IN WITNESS WHEREOF, this Agreement has been duly signed, sealed and delivered by the parties hereto as of the Effective Date.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
[Mayor][City Manager]

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
[Chair, County Council][County Administrator]

EXHIBIT A

DEFINITIONS

“Commencement of Construction” shall mean the execution of one or more contracts for the construction of the Project and substantial completion of at least 20% of the scope of work provided under such contract(s).

“Default” shall mean any material failure by a Party to perform or observe any obligation, covenant, or condition required to be performed or observed by such Party under this Agreement.

“Fiscal Year” shall mean the fiscal year of the County, currently July 1 through June 30 of each year, as may be modified by applicable law.

“Project Expenses” shall mean any and all costs and expenditures, of any nature, that are related, directly or indirectly, to the Project, including without limitation: (i) the cost of planning, design, engineering, architectural, and consulting services for the expansion or improvement of the Convention Center; (ii) the cost of acquiring real property, easements, rights of way, and improvements for or supporting the Convention Center or the Project; (iii) the cost of construction, expansion, renovation, replacement, equipping, and furnishing of the Convention Center and any related facilities; (iv) the cost of constructing, expanding, renovating, or improving infrastructure or capital projects within or adjacent to the Convention Center District that support the Convention Center’s ability to attract additional visitors, conventions, meetings, or events, including without limitation parking facilities, hotels, streetscape and public realm improvements, signage and wayfinding, transit and pedestrian connections, lighting, utilities, and supporting public amenities; (v) debt service, financing costs, costs of issuance, capitalized interest, and reserves on bonds, notes, or other obligations issued by the County, City or any agency or instrumentality thereof to finance any of the foregoing; (vi) the cost of operating, maintaining, repairing, marketing, and promoting the Convention Center and the Project; and (vii) any other cost or expenditure that the County, in its sole discretion, determines is reasonably related to the expansion, improvement, support, or promotion of the Convention Center. The Parties intend the term “Project Expenses” to be construed broadly and permissively to give effect to the County’s control over the Convention Center Account and the Project.

EXHIBIT B

CONVENTION CENTER DISTRICT PROPERTY

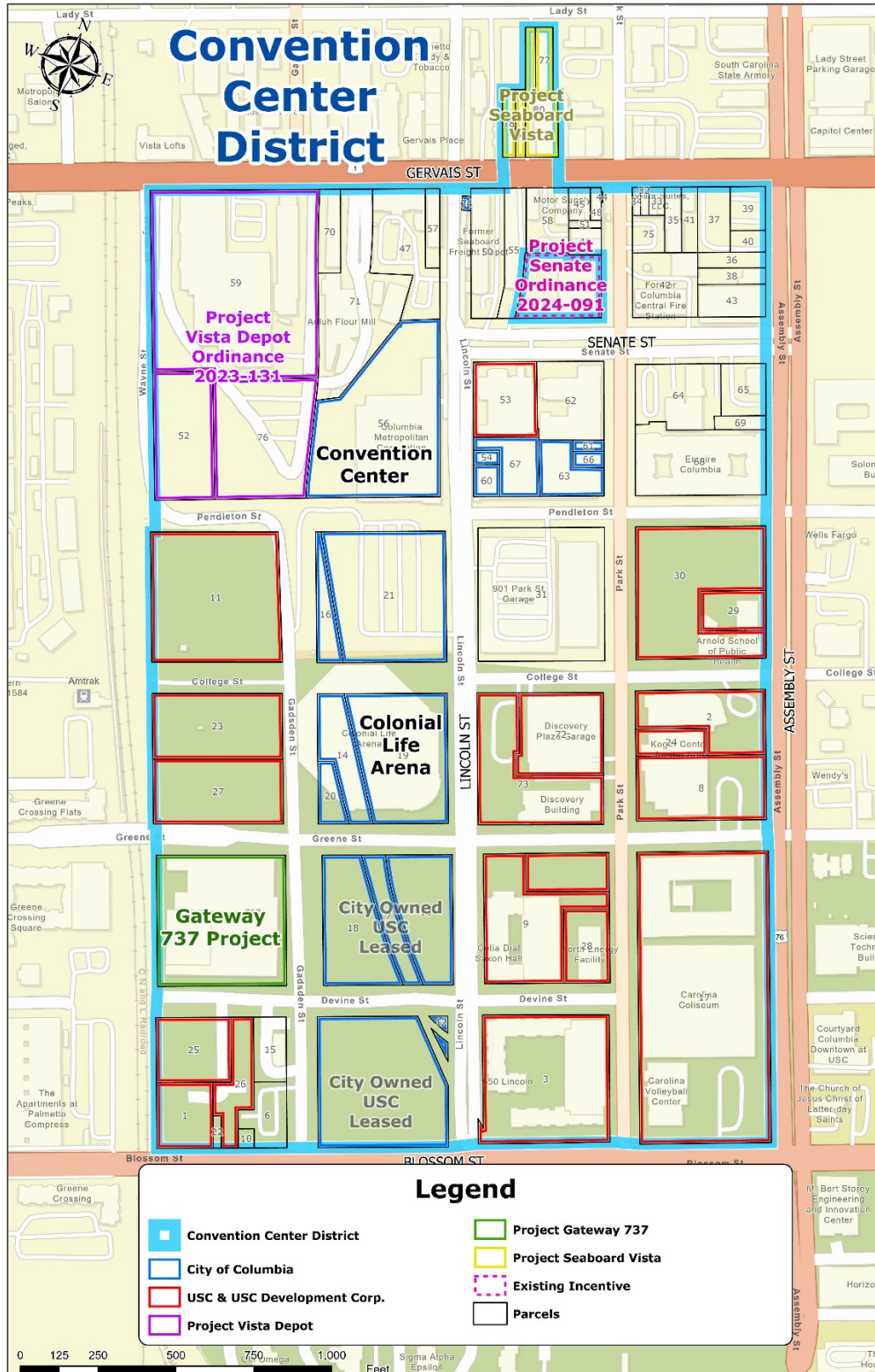


EXHIBIT C

PARK REVENUES WATERFALL ILLUSTRATION



Meeting Date: May 5, 2026
Department: Legal
From: Jeff Palen, Assistant City Manager / CFO

Resolution No.: R-2026-011 - Authorizing the City Manager to execute a Memorandum of Understanding between the City of Columbia and We Love Five Points, LLC

Endorsed by the Economic Development and Infrastructure Committee on April 14, 2026.

Background Summary:

Attachments:

1. R-2026-011 - MOU Project WF public parking v3
2. approved WF_City MOU_Executed_04-24-2026

RESOLUTION NO.: R-2026-011

Authorizing the City Manager to execute a Memorandum of Understanding between the City of Columbia and We Love Five Points, LLC

WHEREAS, the City of Columbia has previously demonstrated support of the redevelopment of the property at 705 Saluda Ave via Resolution 2021-090; and,

WHEREAS, the Developer intends to redevelop the site with a mixed-use project that includes a full service hotel (100-125 keys) along with 15,000 to 25,000 SF of office, co-working, and/or live-work space and 5,000 to 15,000 SF of retail space; and,

WHEREAS, the City and Developer acknowledge that public parking is an economic driver and a critical element of the Redevelopment of the site at 705 Saluda Ave; and,

WHEREAS, due to these needs, the City of Columbia and We Love Five Points, LLC have formed a Memorandum of Understanding, attached hereto set forth the terms of a future agreement regarding the availability of public parking at the former Wells Fargo property in the Five Points District; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this ___ day of _____, 2026 that the City Manager is hereby authorized to execute the attached Memorandum of Understanding, or on a form approved by the City Attorney, regarding public parking and structured parking at the referenced location.

Requested by:

Jeff Palen, Assistant City Manager

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") has been entered into between the City of Columbia (the "City") and We Love Five Points, LLC (the "Company") and together with the City, ("Parties") as of the date last signed below.

RECITALS:

This MOU represents intention by the Parties for the Company to invest in the development of a mixed-use development, to include public parking and structured parking, at the former Wells Fargo property located at 705 Saluda Avenue in the Five Points District. Both the Company and City recognize that the availability of public parking is an economic driver within business districts and is a critical element of the redevelopment of the site at 705 Saluda Avenue, and that the site configuration is such that the parking deck should be designed and constructed as part of the larger Redevelopment Project (the "Project.") The Parties intend that a Parking Development Agreement (the "Agreement") will be entered into within six (6) months from execution of this MOU, memorializing an agreement as to financial investments, ownership, operation, and maintenance of the finished parking deck and that until that time, this MOU merely recites the deal points to be contained therein.

The Company's Participation:

1. The Company intends, within eighteen (18) months after the execution of the future Parking Development Agreement, to begin construction on the redevelopment of the site with a mixed-use project that includes a full-service hotel (100-125 keys) along with 15,000 to 25,000 SF of office, co-working, and/or live-work space and 5,000 to 15,000 SF of retail, and affirms that the full-service hotel will be defined by the inclusion of the following minimum characteristics:
 - 24-hour staffed front desk
 - Breakfast, lunch and dinner available
 - Housekeeping offered
 - Room service offered
 - 4,900 sq ft minimum of designated meeting space (1x 2,000+ sq ft, 2x 1,200+ sq ft, 1x 500+ sq ft lockable equipment room)
2. The Company understand no funds will be expended by or expected from the City until and unless a Parking Development Agreement is approved for the project that outlines the terms of the partnership between the Company and the City with completion deadlines included.

City of Columbia – We Love Five Points LLC
Memorandum of Understanding

Page 1 of

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The City's Participation:

1. The City is the recipient of Five Million and no/100 (\$5,000,000.00) Dollars in State allocations for the referenced public parking deck and the City commits to applying that funding to support the development of the public parking component at 705 Saluda Avenue pursuant to a future Parking Development Agreement, provided construction begins within eighteen (18) months of the execution of the Agreement.

The Company and City jointly intend to:

1. Acknowledge the intention is to build a structured parking deck containing between 210 and 290 parking spaces, with a minimum of 100 of those spaces to be made available to the public for parking in Five Points.
2. Commit to working on an agreement that will outline the parameters by which the parking deck will be owned, operated and maintained by the Company and will collaborate on the parking rates for the deck in order to ensure that the public parking component reflects public parking rates in other City parking facilities of similar size and nature.
3. Identify a cost-share approach to parking deck revenues for any City funds (other than the State allocation and any funds contributed towards the parking deck that provides for a payback schedule to be identified in a future parking agreement referenced in this MOU.)
4. Agree that maintenance expenses for the operations of the parking deck will be covered by the operating entity prior to any cost share of the revenues.
5. Use the State allocation towards the parking deck component of the project, with the City committing up to Four Million Five Hundred Thousand and no/100 (\$4,500,000.00) Dollars of additional City funds in a loan toward the parking deck component.
6. The parties acknowledge that the resulting Parking Development Agreement shall serve as the primary instrument for memorializing the final incentive package, eligibility criteria, performance standards, and implementation mechanics for the Redevelopment Project.
7. Maintain confidentiality; public records.
 - a. The Parties acknowledge that, in connection with this MOU and the contemplated Redevelopment Project, each party may receive or have access to confidential, proprietary, or commercially sensitive information of the other party, including without limitation financial information, development budgets, incentive structures, financing assumptions, operating projections, negotiation materials, draft agreements, trade secrets, and other non-public information (collectively, "Confidential Information").



- b. Except as otherwise required by law, each party agrees to maintain the confidentiality of the other party's Confidential Information and to use such Confidential Information solely for purposes related to the evaluation, negotiation, financing, development, and implementation of the Redevelopment Project. Confidential Information shall not be disclosed to any third party without the prior written consent of the disclosing party, except to a party's attorneys, financial advisors, lenders, equity partners, consultants, or governmental agencies who have a need to know such information for purposes of the Redevelopment Project and who are subject to confidentiality obligations consistent with this Section, except as required by law.
- c. The City acknowledges that the Company's development plans, financial information, and incentive negotiations constitute proprietary commercial information, the disclosure of which could cause competitive harm. To the extent permitted by the South Carolina Freedom of Information Act ("FOIA"), the City agrees to treat such information as confidential and exempt from public disclosure and to assert all applicable exemptions under FOIA in response to any request for disclosure.
- d. In the event the City receives a FOIA request or other legal demand seeking disclosure of Confidential Information, the City shall provide the Company with prompt written notice of such request and a reasonable opportunity for the Company, at the Company's expense, to seek a protective order or otherwise contest disclosure prior to the release of such information, unless prohibited by law.
- e. Confidential Information shall not include information that:
 - i. is or becomes publicly available other than as a result of a breach of this MOU;
 - ii. was lawfully known to the receiving party prior to disclosure;
 - iii. is independently developed by the receiving party without reference to the Confidential Information; or
 - iv. is required to be disclosed by applicable law, court order, or governmental authority, provided that the receiving party complies with the notice and cooperation requirements of this Section.
- f. The obligations set forth in this Section shall survive the expiration or termination of this MOU for a period of **three (3) years**, or, with respect to trade secrets, for so long as such information remains a trade secret under applicable law.



IN WITNESS WHEREOF, the City of Columbia and We Love Five Points, LLC have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the date first written above.

APPROVED AS TO FORM

Legal Department City of Columbia, SC
05/01/2026

CITY OF COLUMBIA, SOUTH CAROLINA

WITNESSES:

By: _____

Name: Teresa Wilson

Title: City Manager

Date: _____

WE LOVE FIVE POINTS, LLC

(a South Carolina limited liability company)

By:  _____

Name: Richard Burts

Title: Managing Member

Date: 4-18-2026

By:  _____

Name: James Smith

Title: Managing Member

Date: 04-23-2026

City of Columbia – We Love Five Points LLC

Memorandum of Understanding

Page 4 of

4



MEMORANDUM:

TO: Columbia City Council

FROM: Justin Steinmann, Director of Planning & Development Services

DATE: April 27, 2026

SUBJECT: 1637 Enoree Ave Abandoned Building Certification

The property at 1637-1639 Enoree Avenue (Richland County TMS #11306-04-09), located within the Wales Garden Architectural Conservation District, is an approximately 1940s-era two-story brick duplex that has been at least sixty-six percent (66%) vacant continuously since February 4, 2021, as attested by sworn affidavit of the former owner and corroborated by Dominion Energy records indicating the property has been without active power service since November 2020 and City records indicating no past or present business license for the address. Will Henry LLC has applied to certify the property as an abandoned building under the South Carolina Abandoned Buildings Revitalization Act (SC Code § 12-67-110 et seq.) in order to claim tax credits for the rehabilitation of the structure, which includes a proposed two-story rear addition approximately 18 feet deep by 32 feet wide. The owner previously applied for Bailey Bill special tax assessment in September 2025, and the Design/Development Review Commission reviewed the proposed addition in December 2025 under the Wales Garden district guidelines and Bailey Bill standards. Certification by City Council that the property meets the statutory definitions of an abandoned building (§ 12-67-120(1)) and an abandoned building site (§ 12-67-120(2)) is a prerequisite for the taxpayer to claim the credits, which will have no fiscal impact on the City.

RESOLUTION NO.: R-2026-037

Certifying A Building Site as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property located at 1637 Enoree Ave., City of Columbia, Richland County TMS # 11306-04-09

WHEREAS, pursuant to the authority of Title 12, Chapter 67 of the Code of Laws of South Carolina, 1976, as amended ("Act"), upon the satisfaction of certain statutory requirements set forth in the Act, a taxpayer is eligible for certain tax credits in connection with the rehabilitation of abandoned buildings;

WHEREAS, the Act provides that restoration of abandoned buildings into productive assets for the communities in which they are located serves a public and corporate purpose;

WHEREAS, Section 12-67-140 of the Act provides that a taxpayer who rehabilitates an abandoned building is eligible either for a credit against certain state income taxes, corporate license fees or insurance premium taxes, or a credit against local real property taxes;

WHEREAS, Will Henry LLC ("Taxpayer") is the owner and developer of certain real property located at 1637 Enoree Avenue, Columbia, SC ("Property"), as referenced in that certain deed dated June 5, 2025 and recorded in the Richland County Register of Deeds in Book 3029 and Page 530 and recorded June 6, 2025, which property is further identified on the Richland County Tax Maps as TMS No. R11306-04-09;

WHEREAS, Taxpayer has indicated to the City that Taxpayer intends to renovate the building on the Property as part of the rehabilitation of the Property ("Building Site"); and

WHEREAS, the Building Site is located in the City's municipal limits;

WHEREAS, Taxpayer has requested that the City certify that the Building Site is an eligible abandoned building site pursuant to the Act;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina, in Council Assembled this ___ day of _____, 2026, that:

Section 1. Taxpayer has submitted to the City a request for a binding resolution to certify the Building Site pursuant to Section 12-67-160(A) of the Act (the "Request to Certify").

Section 2. The City has reviewed the Request to Certify, conferred with the Taxpayer, and conducted its own review of its records concerning the Property.

Section 3. The City hereby certifies that (i) the Building Site constitutes an abandoned building as defined by Section 12-67-120(1) of the Act, and (ii) the geographic area of the Building Site contains one abandoned building and is consistent with Section 12-67-120(2) of the Act.

LEGAL DEPARTMENT DRAFT

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



RE: [EXTERNAL] Site Certification Resolution Request - 1637 Enoree Avenue

From Beiers, Todd F <Todd.Beiers@columbiasc.gov>

Date Thu 4/16/2026 1:56 PM

To Steinmann, Justin P <Justin.Steinmann@columbiasc.gov>; Smith, Kelly L <Kelly.Smith@columbiasc.gov>

Cc Hatcher, David <David.Hatcher@columbiasc.gov>; Burnette, Richard B (Brandon) <Brandon.Burnette@columbiasc.gov>

Justin,

Upon further research by Dominion, this address has not had power since 11/2020.

Todd Beiers, CBO

Building Official

Planning and Development Services

City Of Columbia

1401 Main Street, 3rd Floor

Columbia SC 29217

(O) 803.545.3442

todd.beiers@columbiasc.gov



From: Steinmann, Justin P <Justin.Steinmann@columbiasc.gov>

Sent: Thursday, April 16, 2026 9:04 AM

To: Smith, Kelly L <Kelly.Smith@columbiasc.gov>

Cc: Hatcher, David <David.Hatcher@columbiasc.gov>; Beiers, Todd F <Todd.Beiers@columbiasc.gov>; Burnette, Richard B (Brandon) <Brandon.Burnette@columbiasc.gov>

Subject: Re: [EXTERNAL] Site Certification Resolution Request - 1637 Enoree Avenue

All,

Sorry, I should have mentioned...can we look backward to see if they have been without a connection in the last 5 years? I need that info for the abandonment certification.

Thank you!

Get [Outlook for iOS](#)

From: Smith, Kelly L <Kelly.Smith@columbiasc.gov>

Sent: Thursday, April 16, 2026 8:17:20 AM

To: Steinmann, Justin P <Justin.Steinmann@columbiasc.gov>

Cc: Hatcher, David <David.Hatcher@columbiasc.gov>; Beiers, Todd F <Todd.Beiers@columbiasc.gov>; Burnette,

Richard B (Brandon) <Brandon.Burnette@columbiasc.gov>

Subject: RE: [EXTERNAL] Site Certification Resolution Request - 1637 Enoree Avenue

Good morning Justin,

I do not see any business licensing past or present for this address.

Best,

Kelly Smith, MBL

Business Licensing, Administrator

1339 Main St.

Columbia, SC 29201

Office: (803)545-3345

Desk: (803) 545-3340

www.ColumbiaSC.net



Please Note: Coming soon, the Business License Division will be moving to 1401 Main St., 1st Floor.

From: Steinmann, Justin P <Justin.Steinmann@columbiasc.gov>

Sent: Wednesday, April 15, 2026 1:56 PM

To: Smith, Kelly L <Kelly.Smith@columbiasc.gov>; Hatcher, David <David.Hatcher@columbiasc.gov>; Beiers, Todd F <Todd.Beiers@columbiasc.gov>; Burnette, Richard B (Brandon) <Brandon.Burnette@columbiasc.gov>

Subject: Fw: [EXTERNAL] Site Certification Resolution Request - 1637 Enoree Avenue

All,

Please let me know if this address, 1637 Enoree Ave, has had any of the following in the last five years:

- Business license
- Rental license
- Active water connection
- Active power connection

Justin Steinmann

Director | Planning & Development Services

1401 Main Street, 3rd Floor

Columbia, SC 29201

Office: 803.545.3425

Cell: 803.457.0849

Justin.Steinmann@columbiasc.gov

ColumbiaSC.gov



From: Chris Rogers <Chris@rogerslewisgroup.com>

Sent: Monday, March 23, 2026 4:23 PM

To: developmentcenter@columbiasc.com <developmentcenter@columbiasc.com>; Steinmann, Justin P <Justin.Steinmann@columbiasc.gov>; Thye, Dana <Dana.Thye@columbiasc.gov>
Cc: Maria Toole <Maria@rogerslewisgroup.com>; Will Taylor <willhtaylor@gmail.com>; Steve Arsenault <Steve@rogerslewisgroup.com>
Subject: [EXTERNAL] Site Certification Resolution Request - 1637 Enoree Avenue

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access. For suspicious emails, please report using the "Phish Alert Report" button.

Justin and Dana,

Please see attached a vacancy affidavit and a draft resolution for the above referenced property, for your consideration and review. We would like to get this on the City Council's agenda as soon as possible for consideration.

Thanks,
Chris

Christian L. Rogers, Esq.

Direct: 803-403-8820 Mobile: 803-319-3811

Rogers Lewis Group, LLC

1931 Assembly Street, Columbia, South Carolina 29201

PO Box 1491 (29202)

chris@rogerslewisgroup.com

www.rogerslewisgroup.com

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CIRCULAR 230 NOTICE: To comply with requirements imposed by the United States Treasury Department, any information regarding any U.S. federal tax matters contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, as advice for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed therein.



Meeting Date: May 5, 2026
Department: Legal
From: Skip Holbrook, Police Chief

Resolution No.: R-2026-031 - Authorizing consumption of beer, wine, and liquor at the South Carolina Pride: OUTfest at the 1100 block of Park Street between Gervais Street and Senate Street on Saturday, June 6, 2026 with a rain date contingency of Saturday, June 13, 2026

Background Summary:

Attachments:

1. R-2026-031 - SC Pride OUTfest (June 6) v2

RESOLUTION NO.: R-2026-031

Authorizing consumption of beer, wine, and liquor at the South Carolina Pride: OUTfest at the 1100 block of Park Street between Gervais Street and Senate Street on Saturday, June 6, 2026 with a rain date contingency of June 13, 2026

WHEREAS, South Carolina Pride Movement ("Sponsor") is hosting the South Carolina Pride: OUTfest on Saturday, June 6, 2026 at the 1100 block of Park Street between Gervais Street and Senate Street, with a rain date contingency of Saturday, June 13, 2026; and,

WHEREAS, the Sponsor has requested permission for the temporary closing and use of the 1100 block of Park Street between Gervais Street and Senate Street, from 7:00 a.m. until 11:59 p.m. for preparation and staging of the area for an outdoor event to be held between 12:00 p.m. until 10:00 p.m., and for patrons to consume liquor, beer, and wine beverages at the event during the hours of 12:00 p.m. until 9:00 p.m.; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited at the 1100 block of Park Street between Gervais Street and Senate Street regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Saturday, June 6, 2026, from 12:00 p.m. until 10:00 p.m. *See* Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at the 1100 block of Park Street between Gervais Street and Senate Street, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all COVID-19 safety protocols in effect at the time of the event, to include, but not be limited to, wearing of face masks, social distancing, and frequent washing of hands.

8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).

9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.

10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, liquor, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 7:00 a.m. until 11:59 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2026, that the sale of liquor, beer, and wine beverages in plastic containers or cans only is authorized between the hours of 12:00 p.m. and 9:00 p.m. on Saturday, June 6, 2026, with a rain date contingency of Saturday, June 13, 2026; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Guild shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris

shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of liquor, beer, and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the 1100 block of Park Street between Gervais Street and Senate Street will serve as the designated event area, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of the 1100 block of Park Street between Gervais Street and Senate Street with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which liquor, beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply to the possession or consumption of liquor, beer or wine within the designated event area. Possession and consumption of liquor, beer, and wine shall be permitted only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of liquor, beer, and wine may only be in plastic containers or cans.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

LEGAL DEPARTMENT DRAFT

Requested by:

Chief Holbrook _____

Approved by:

City Manager

Approved as to form:



Deputy City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



Central Midlands Council of Governments

May 5, 2026

The Central Midlands Council of Governments (COG) conducts studies and makes recommendations on issues that affect shared regional interests, including public health, utilities, planning, and development. It coordinates cooperative efforts among member governments and other agencies. The COG also provides ongoing technical assistance and information to local governments and related organizations.

Columbia City Council appoints three (3) elected officials and four (4) citizens to the Central Midlands Council of Governments.

We are seeking the appointment of one (1) City Council Member.

Membership List		
Member	District	Term Expiration
Will Brennan	District 3 Councilmember	Coterminous
Tyler Bailey	At-Large Councilmember	Coterminous
Vacant	-	-
Vivian Clarke	District 2	August 2026 ¹
Paul Gaffney	District 3	April 2027 ¹
Robin Harriford	District 2	April 2029 ¹
Mike McCauley	District 3	April 2029 ¹