Columbia City Council Regular Meeting & Budget Public Hearing Agenda
Tuesday, June 9, 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 May 19, 2026 Budget Workshop and Regular Meeting Minutes.

Budget Public Hearing & Ordinances - First Reading

2. Ordinance No.: 2026-044 - To Raise Revenue and Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2027

3. Ordinance No.: 2026-041 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-144, Special Water Service Fees, Sec. 23-145, Installation of water meters and cross connection control devices, Sec. 23-146, Fire hydrant, fire protection and sprinkler systems charges, Sec. 23-147, Installation of water meters serving fire protection sprinkler systems, Sec. 23-148, Sewer tapping fees

Consent Agenda Items 4 through 14

4. Council is asked to approve the Purchase of Laptops, Havis Vehicle Docks, Laptop Equipment and Warranties for the Columbia Police Department, as requested by the Fleet Services Division on May 18, 2026. Award to PCN Strategies, Inc., using the Sourcewell Contract in the amount of $56,879.42. This vendor is located in Washington, DC.

   Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital

(6308972-658500). The original budget amount is $56,879.42.

5. Council is asked to approve the Purchase of One (1) 2026 Chevrolet Colorado Crew Cab Truck, and One (1) 2026 Chevrolet Silverado Crew Cab Truck for the Lake Murray Water Treatment Plant, as requested by the Fleet Services Division on May 5, 2026. Award to COS Chevrolet, LLC, dba Hendrick Chevrolet, using the South Carolina State Contract in the amount of $87,823.56. This vendor is located in Columbia, SC.

   Funding Source: Utilities Lake Murray Water Plant — Auto, Trucks, Heavy Equipment-Capital (5516207-658500). The original budget amount is $87,823.56.

6. Council is asked to approve the Purchase of Firearms, as requested by the Columbia Police Department on April 28, 2026. Award to AmChar Wholesale, Inc., using the South Carolina State Contract in the amount of $139,943.42. This vendor is located in Rochester, NY.

   Funding Source: Police Administrative Services - Weapons and Firearms (1012402-624500). The original budget amount is $139,943.42.

7. Council is asked to approve a Satellite Sewer System Agreement (SSSA) for the Scout Motors Project, as requested by Columbia Water. The SSSA allows for Scout Motors to operate and maintain their sewer system and discharge to the City's system for treatment.

8. Council is asked to approve a new Construction Contract for Project WM4918; Spring Hill Road Water Main Relocation, as requested by Columbia Water on May 4, 2026. Award to Lake Murray Utility Company, Inc., in an amount not to exceed $144,736.20, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date sixty-six days (66) days from commencement. This contractor is located in Prosperity, SC.

   Funding Source: Water and Sewer Capital Projects — Spring Hill Road Water Main Relocation - Capital Project Costs (5529999-WM491801-658650). The original budget amount is $144,736.20.

   This is a Mentor Protégé Program project. Lake Murray Utility Company, Inc. is the mentor and will provide project oversight and construction administration services at 50.98% ($61,490.80) of the total contract amount.

   JW Brown Construction, LLC, located in Lexington, SC, is the protégé and will provide water main replacement services at 20.00% ($24,122.70) of the total contract amount.

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

   Campbell Asphalt Specialties, located in Sumter, SC, will provide asphalt services at 29.02% ($35,000.00) of the total contract amount.

9. Council is asked to approve a new Sole Source Contract for Two (2) Upper and Lower Bearings for the Influent Pump Station Screw Pumps for the Metro Wastewater Treatment Plant, as requested by Columbia Water on May 14, 2026. Award to Evoqua Water Technologies, LLC, in an amount not to exceed

$316,440.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date on June 30, 2026 and the option to renew for one additional one-year period. This vendor is located in Waukesha, WI.

Funding Source: Utilities Metro Wastewater Plant - Machinery and Equipment-Capital (5516208-658300). The original budget amount is $316,440.00.

10. Council is asked to approve a new Professional Services Contract for Project SS7647; Design and Installation of a Solar Photovoltaic Power Generation System for the Metro Wastewater Treatment Plant, as requested by Columbia Water on June 23, 2025. Award to CMTA, Inc., in an amount not to exceed $8,948,625.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date eighteen (18) months from commencement and the option to renew for nineteen (19) additional one-year periods. This contractor is located in Columbia, SC.

    Funding Source: Water and Sewer Grants - EPA Grant - IRS Tax Reimbursement - Capital Project Costs (558999-658650) and Water and Sewer Capital Projects - Metro Wastewater Treatment Plant Solar Photovoltaic Power - Capital Project Costs (5529999-SS764701-658650). The original budget amount is $8,948,625.00.

    CMTA, Inc., is the prime and will provide design and construction services at 34.59% ($2,948,274.00) of the total contract amount.

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

    Terrasmart, located in Columbia, SC, will provide canopy furnishing and installation services at 31.43% ($2,678,800.00) of the total contract amount.

    Atlantic South Consulting Services, located in Lexington, SC, will provide site plan design services at 0.44% ($37,840.00) of the total contract amount.

    Hazen & Sawyer, located in Columbia, SC, will provide site expertise and consulting services at 0.35% ($29,900.00) of the total contract amount.

    M.E. Contracting, located in Columbia, SC, will provide site preparation and storm water pollution prevention plan services at 1.43% ($121,428.00) of the total contract amount.

    Envocore, located in Gambrills, MD, will provide direct current electrical and alternating current electrical services at 10.55% ($899,238.00) of the total contract amount.

    BayWa r.e. Solar Systems, LLC, located in Sante Fe, NM, will provide solar panels and inverters at 16.15% ($1,375,990.00) of the total contract amount.

    Terracon Consultants, Inc., located in Columbia, SC, will provide geotechnical consulting and testing services at 0.19% ($15,800.00) of the total contract amount.

    Edisto Engineers and Surveyors, Inc., located in Orangeburg, SC, will provide surveying services at 0.04% ($3,750.00) of the total contract amount.

Rexel Louisville, located in Louisville, KY, will provide electrical gear at 1.49% ($127,258.00) of the total contract amount.

Panel Built, located in Blairsville, GA, will provide an elevated power pad 1.85% ($157,622.00) of the total contract amount.

Shepherd Electric, located in Baltimore, MD, will provide direct current reclosure and transformer at 1.49% ($126,600.00) of the total contract amount.

11. Ordinance No.: 2026-034 - Granting an encroachment to BT Columbia LLC C/O BET Investments, Inc. for the use of the right of way areas of the 300 block of Lincoln Street and the 800 block of Catawba Street for the installation and maintenance of sidewalks, a multi-use path, a drop-off loop with a fountain, a concrete trash collection pad, landscaping and irrigation adjacent to 315 Lincoln Street, Richland County TMS# 08913-05-03 and 08913-05-05

    First reading approval was given on May 19, 2026.

12. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for NX Shop Road Extension, TMS# 16200-01-24

    Ordinance No.: 2026-036 - Annexing NX Shop Road Extension, Richland County TMS# 16200-01-24 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

    Council District: 3

    Proposal: Request to annex the properties and assign the land use classification of Industrial (IND) and assign the zoning of Light Industrial (LI) with portions in the Floodway Overlay District (OV-FW) and Floodplain Overlay District (OV-FP). The property is currently classified as Economic Development Center/Corridor and zoned Light Industrial (M-1) by Richland County.

    Owner/Applicant: Josephine Forrester Laney / Mark James, Cypress Development Partners, LLC

    Staff Recommendation: Approval

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

    First reading approval was given on May 19, 2026.

13. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 308 Turnwall Lane; TMS# 28911-03-03

    Ordinance No.: 2026-035 - Annexing 308 Turnwall Lane, Richland County TMS# 28911-03-03 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 and assign the land use classification of Urban Edge Residential Small Lot (UER-1) and assign the zoning of Planned

Development District (PD). The property is currently classified as Neighborhood (Medium Density) and zoned Planned Development District (PD) by Richland County.

Owner and Applicant: Kevin C. Lundy and Julie H. Lundy

Staff Recommendation: Approval

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

First reading approval was given on May 19, 2026.

14. ZONING MAP AMENDMENT for Parcel at 1700 Block Rosewood Drive and Fulton Street TMS# 11309-18-10

Ordinance No.: 2026-040 - Amending the Official Zoning Map to modify the zoning for parcel at the 1700 block of Rosewood Drive and Fulton Street, Richland County TMS # 11309-18-10

Council District: 3

Proposal: Request to rezone the properties from Neighborhood Activity Center/Corridor District (NAC) to Residential Mixed District (RM-2); the property is within the Airport Safety Overlay District (OV-A).

Applicant: Ashok Kumar, Kumar Construction

Staff Recommendation: Approval

PC Recommendation: 4/9/2026; Recommended Approval (6-1)

First reading approval was given on May 19, 2026.

Ordinances - Second Reading

15. 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.

Ordinances - First Reading

16. Ordinance No.: 2026-042 - Granting Third Renewal to MCImetro Access Transmission Services, LLC, f/k/a MCImetro Access Transmission Services Corp., its Successors and Assigns the Right, Power and Authority to Construct, Install, Maintain and Operate In, Over, Upon and Under the Streets and Public Places of the City of Columbia, its Lines, Poles, Wires, Cables and other Telecommunications Facilities to Render Telecommunications Service to Its Customers in the Limits of the City of Columbia for Such Period as Provided Herein; and to Provide for the Payment of Compensation for the Use of the Streets and Public Places

Resolutions

17. Resolution No.: R-2026-025 - Resolving to establish a Vision Zero Policy to work towards zero traffic deaths and severe injuries within the City of Columbia

    Endorsed by the Public Safety Committee on May 12, 2026.

18. Resolution No.: R-2026-042 - Authorizing acceptance and dedication of streets known as a portion of Ashcroft Circle, located in Ashcroft, Phase 3; Richland County TMS#25710-04-01 and a portion of Durwin Way, located in Ashcroft, Phase 4; Richland County TMS#25714-02-01; CF#352-49B

Event Resolutions

19. Resolution No.: R-2026-040 - Authorizing consumption of beer, wine, and liquor at Pride in the Park at Maxcy Gregg Park, 1806 Blossom Street on Saturday, June 27, 2026

Other Matters

20. Proposed Special Revenue Allocations — Ms. Missy Caughman, CPM, MPA, Assistant City Manager / Strategic Initiatives & Innovation

    - *Accommodations Tax Advisory Committee Recommendations*
    - *Hospitality Tax Advisory Committee Recommendations*
    - *Line-Item Agencies*

City Council Committee Reports, Referrals and New Business

21. Council is asked to refer an update from Eau Claire Cooperative Health to the Health, Social and Environmental Affairs Committee, as requested by the Honorable Sam P. Johnson.

22. Council is asked to refer an update on the City of Columbia Energy Savings Projects to the Health, Social and Environmental Affairs Committee, as requested by City Administration.

23. Council is asked to refer an update on the work ABLE SC is doing to support individuals with disabilities across our community to the Health, Social and Environmental Affairs Committee, as requested by the Honorable Sam P. Johnson.

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

Columbia City Council Budget Workshop Minutes
Tuesday, May 19, 2026

Call to Order

The Columbia City Council conducted a Budget Workshop on Tuesday, May 19, 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 1:05 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. Levanie S. Summerville, Assistant 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 Ms. Herbert and seconded by Mr. Johnson, Council voted unanimously to adopt the agenda subject to adding Congaree Riverfront District **to Item 2** (Discussion of negotiations incident to proposed contractual arrangements pursuant to S. C. Code §30-4-70(a)(2)); Unaccompanied Minors - Finlay Park **to Item 4** (Receipt of legal advice relating to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)); and discussion of the employment of an employee pursuant to S.C. Code §30-4-70(a)(1) – Office of Neighborhood Safety and Engagement as **Item 6.**

City Council Discussion

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

   General Fund

Ms. Teresa Wilson, City Manager said we are preparing to present a flat budget aimed at restoring balance, managing financial gaps and continuing to pursue growth. She shared that staffing has improved to 87% and reviewed general fund revenues, expenditures, and department needs. She also recommended a classification study to modernize job descriptions and better define expectations for a high-performance organization.

Ms. Missy Caughman, Assistant City Manager for Strategic Initiatives & Innovation said the proposed budget is balanced within the fiscal year 2025/2026 framework. The budget is $203 million with $169.6 million in revenues and $34.2 million in transfers. She noted that last year's budget absorbed major cost increases and reduced one-time revenues. This proposal maintains current service levels with the continued use of $5 million from fund

balance. Funding priorities include expanded litter control, key capital projects, fire station modernization, and technology upgrades for the Emergency Operations Center, Real Time Crime Center, and IT.

Mayor Rickenmann questioned proceeding with the design of a new animal services facility before deciding whether to continue the City's partnership with Pawmetto Lifeline. He suggested renovating the existing building instead of new construction and emphasized that long-term plans should support more fostering and adoption of animals.

There was discussion about increased parking-related fines; departmental requests; detention center per-diem costs and inmate stays; prior budget reserves; the Richland County fire service fee increase; defining general government spending; the Transportation Penny supplement; funding priorities; Animal Services cost adjustments and facility options with county participation; tax-exempt properties; mirroring efforts of neighboring municipalities; and millage considerations.

Ms. Teresa Wilson, City Manager noted that staff has already conducted extensive reviews of millage and related funding options, including consulting outside experts. She stated that while staff can revisit these options, the limitations on available funding mechanisms remain a significant challenge. She shared that at a recent Chamber event, participants focused on priorities like infrastructure and workforce housing but did not address how such needs would be funded.

Mayor Rickenmann said the City must explore additional funding options and raised concerns that the financial burden keeps falling on the same taxpayers as properties leave the tax rolls. He said property owners and landlords should take on more responsibility for costs tied to evictions and abandoned items. He emphasized the need for a comprehensive strategy to ensure fair and sustainable cost distribution.

Councilor Brown stated that the Council's work requires balancing the value-added services the City provides with the needs of various organizations. He emphasized that as the city continues to grow, it is necessary to re-evaluate certain practices and consider new approaches.

Mr. Jeff Palen, Assistant City Manager of Development & Finance / CFO noted that the last review of tax-exempt properties was in 2018/2019, and updates to the county's assessment system warrant a new review with current valuations. He recommended sending the updated list to the Economic Development and Infrastructure Committee and consulting the county assessor on audit processes and exemption evaluations. He added that some exemptions handled by the Department of Revenue may require renewed discussions with the state.

Ms. Missy Caughman, Assistant City Manager for Strategic Initiatives & Innovation said the general fund already includes tourism-related revenues, with about $4 million from hospitality taxes and $1 million from the tourism development fee. She noted that a millage increase could be considered, but growth is limited by Act 388. The 4.6% rise in the tax base is not keeping pace with costs. She added that the City's share of the property tax bill is less than 17% of the total millage.

Mr. Jeff Palen, Assistant City Manager of Development & Finance / CFO also explained that the local option sales tax provides a significant offset to the City's property tax burden. In the previous fiscal year, the City collected approximately $72 million in property taxes, of which nearly $30 million was covered by local option sales tax revenues. As a result,

residents and business owners were responsible for about $42 million of the total amount. He indicated that the current year is expected to reflect a similar distribution.

There was a discussion about property taxes and credits.

Ms. Missy Caughman, Assistant City Manager for Strategic Initiatives & Innovation reviewed potential millage changes and noted that items tied to an increase depend on Council's compensation decisions. A $5 million increase would generate about $3.7 million to fund expanded litter control, police and fire capital needs, and animal shelter assessments. An increase of up to $7 million would cover those priorities and provide additional capacity for capital needs outside the City's replacement-based lease program.

There was discussion about capital additions coming out of the general fund requests.

Ms. Teresa Wilson, City Manager explained that one of the main areas in which the budget is deficient is capital funding. Another critical point this year is the number of items that the City now has to absorb without the support of ARPA funds.

There was a discussion about plans to address the decreased ARPA dollars.

Ms. Missy Caughman, Assistant City Manager for Strategic Initiatives & Innovation said departmental budgets are being held at current-year levels while we await further direction from City Council. She noted that the budget must be advertised tomorrow, making this the final meeting before publication, though allocations can still shift. She also reminded Council of the next budget workshop, which will cover remaining funds and include updates from Lake Murray Tourism and the Convention Center.

There was discussion about council-directed activities.

Mayor Rickenmann noted that while the advertised budget amount cannot increase, it can be reduced or adjusted internally. He stressed the need for a long-term plan given ongoing uncertainties and suggested reassessing City functions, exploring facility consolidation and asset disposal, and reviewing the structure and funding of Development Corporations. All options should remain open as the City evaluates future revenue needs.

Councilor Brown stressed the need to separate funding for basic services from capital needs, so the City can plan long-term while balancing costs. He noted that not all expenditures carry the same weight, comparing investments in public safety to those in animal control. He said the City must carefully set its priorities as it plans for the next decade.

Ms. Missy Caughman, Assistant City Manager for Strategic Initiatives & Innovation explained that while many of the City's needs are long-term, there are also immediate needs that cannot be addressed with bond funding or other borrowed sources. She noted that these ongoing operational demands, particularly within police and fire, continue to drive most of the budget increases each year. As the budget grows, a significant portion is consistently directed toward public safety, tying the City's immediate challenges back to its long-term capital needs in that area.

Mayor Rickenmann urged the exploration of public-private partnerships, noting cost savings from lease-back models in other cities. He said the City needs a long-term plan to manage major expenses like fire services and rising public safety and technology costs. He also highlighted the revenue potential of the City's 2,100 vacant lots and stressed putting

unused land to better use.

Councilor Johnson said the City should revisit its legislative priorities next year, especially regarding public-private partnerships, because current state laws are too restrictive. He raised concerns about limits on collecting revenue from non-taxpaying entities and said this needs to be part of the City's strategy. He emphasized working with the Municipal Association, the Association of Counties, and using the City's voice at the State House to advance these issues.

Mayor Rickenmann said the City should explore a "penny" option with Richland County and pursue future legislative changes that might allow the City to implement its own. He noted that Columbia's tax base is limited, with only about 46,000 taxable properties despite a daytime population that grows by roughly 90,000. He stressed the need to recover costs from non-resident users, citing Lexington County's approach to funding public safety wear and tear as a model Columbia should consider.

Ms. Teresa Wilson, City Manager said there was support for advertising the budget without a millage increase, noting that once advertised, the rate cannot be raised but can still be reduced. She explained that advertising without an increase preserves flexibility, and staff will continue pursuing cost-recovery measures and growth modeling with legal guidance. She added that while legislative changes will be sought next year, a millage increase is still necessary to close the current gap.

There was discussion about mileage increase/advertisement and constituent engagement.

Ms. Teresa Wilson, City Manager said the City should continue building its case with new approaches but stressed that comparisons to other cities must be meaningful. She noted that staff has explored many options and will keep evaluating and educating stakeholders on the City's financial realities. She cautioned that without major state-law changes, the situation is unlikely to improve next year.

Mayor Rickenmann said the City could still make revenue-generating changes this year, even if some are one-time fixes. He stressed the need to understand precise budget needs before choosing between a $5 million or $17 million increase. The City should identify essential services and consider restructuring others. He added that long-term, the City should not remain heavily invested in homelessness efforts. All of these factors must guide the City's financial path forward.

Ms. Missy Caughman, Assistant City Manager for Strategic Initiatives & Innovation explained that the budget must be advertised now because the fiscal year begins July 1, but the millage rate itself would not take effect until later in the fall when it is sent to Richland County. If Council were to consider a millage increase, the supporting information could still be evaluated and finalized before the rate is officially submitted.

There was discussion about millage deadlines and options for revenue drivers.

Councilor Brown said the Economic Development and Infrastructure Committee is the right place for detailed budget and revenue review. He urged evaluating departmental costs and fees, sending specific proposals to the committee, distinguishing discretionary from non-discretionary spending, and completing a three-month review to clarify the City's cost structure.

There was discussion about the number of millage rates.

Executive Session

Upon a motion made by Ms. Herbert and seconded by Mr. Johnson, Council voted unanimously to enter into Executive Session at 2:46 p.m. for the discussion of **Items 2** through **5**, as amended to include adding Congaree Riverfront District to **Item 2**; Unaccompanied Minors - Finally Park to **Item 4**; and the discussion of the employment of an employee pursuant to S.C. Code §30-4-70(a)(1) – Office of Neighborhood Safety and Engagement as **Item 6**.

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

   CRC 911 Communications Agreement
   Congaree Riverfront District

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

   Lake Windermere Dam
   Ballpark, LLC v. City of Columbia, et al.

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

   Forest Acres Franchise Fee
   Washington Square leases
   Green Street Bridge
   Unaccompanied Minors - Finlay Park

5. Discussion of the compensation of an employee pursuant to S.C. Code §30-4-70(a)(1)

   Municipal Court

6. Discussion of the employment of an employee pursuant to S.C. Code §30-4-70(a)(1)

   Office of Neighborhood Safety and Engagement

Adjournment

The meeting was adjourned at 4:41 p.m.

Respectfully Submitted:

Erika D. Moore Hammond, MMC, CPM
City Clerk

Columbia City Council Meeting Minutes
Tuesday, May 19, 2026

Call to Order

The Columbia City Council conducted a Regular Meeting on Tuesday, May 19, 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 4:49 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. Levanie S. Summerville, Assistant City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

Pledge of Allegiance

Invocation

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

Adoption of the Agenda

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

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 May 5, 2026 Budget Workshop and Regular Meeting Minutes.

Upon a motion made by Mr. McDowell and seconded by Mr. Johnson, Council voted unanimously to approve the May 5, 2026 Budget Workshop and Regular Meeting Minutes.

Presentations

Mr. William "Skip" Holbrook, Police Chief / Columbia Police Department took a moment of personal privilege to announce that he recently accepted the Governor's Award for Law Enforcement Officer of the Year on behalf of Lance Corporal Joseph Murphy, who is currently deployed. He also announced that Lieutenant Colin Bailey recently completed the Charlotte-Mecklenburg Command College, and that both Captain Jeffrey Brink and

Lieutenant Colin Bailey attended the 10th Annual American Society of Evidence-Based Policing Conference in Washington, D.C.

2. Sarah Kay Wrenn, Miss South Carolina 2025 Day — The Honorable Sam P. Johnson

Councilor Johnson shared that his daughter, Kennedy, and Ms. Payton Lang from the Office of the Mayor participated in the Miss South Carolina pageant last year. He said that witnessing the experience was transformational. He also recognized Ms. Sara Kay Wrenn for her contributions to heart health awareness and related initiatives.

Ms. Sara Kay Wrenn, Miss South Carolina 2025 shared that she was born and raised in Columbia and that her family has been part of the community since the 1930s. She works for the American Heart Association and previously served as the Director of School Engagement, where she led a campaign that raised more than $300,000. The most recent Heart Ball raised an additional $300,000.

Mayor Rickenman and members of City Council proclaimed May 19, 2026 as Sara Kay Wrenn, Miss South Carolina 2025 Day in the City of Columbia.

Mayor Rickenmann stated that people do not realize how much work and preparation is required of the contestants until they see the process behind the scenes. He expressed great respect for the young women participating in the competition.

3. Annual Asian American and Pacific Islander Business Day — The Honorable Daniel J. Rickenmann, Mayor

Mayor Rickenmann shared that, as a first-generation American, he remains deeply connected to his family's heritage and traditions. He stated that the American experience is rooted in people coming to the United States in pursuit of opportunity and a dream.

Councilor Johnson stated that it was especially appropriate to recognize AAPI Business Day and AAPI Heritage Month together. He highlighted the commitment, culture, and contributions of AAPI business leaders throughout the community and their continued impact on shaping the City of Columbia.

Mr. Edwin Ng, Owner / Sweetwater Cafe thanked the Mayor and City Council on behalf of the Asian community for recognizing AAPI Heritage Month and celebrating AAPI culture. He also expressed appreciation for the recent Small Business Week Conference and the opportunity it provided for collaboration and connection among business leaders.

Ms. Angela Yong, Owner / Fit Columbia, thanked City Council for its support and shared that she has worked to connect and advocate for members of the Asian community who may face language and cultural barriers. She highlighted the growth of the nonprofit's annual "Tour of Tea" event, which celebrates cultures from multiple countries.

Ms. Punam Patel, South Carolina Community Affairs Manager / Scout Motors thanked City Council for recognizing the AAPI community during an important time for the organization. She stated that the AAPI community is an integral part of Columbia's fabric and encouraged City Council to continue considering that in its future decision-making.

Mayor Rickenmann and members of City Council proclaimed May 27, 2026 as Annual Asian American and Pacific Islander Business Day.

4. Asian American and Pacific Islander Heritage Month Proclamation — The Honorable Sam P. Johnson

Mayor Rickenmman and members of City Council proclaimed May 2026 as Asian American and Pacific Islander Heritage Month in the City of Columbia.

5. City of Columbia Entrepreneurial Month Proclamation — The Honorable Sam P. Johnson

Ms. Erin Outz, South Carolina Ambassador / Right to Start shared the organization's efforts to remove barriers to entrepreneurship. She praised the City's recognition of locally owned businesses, noting that Columbia is among the first communities in South Carolina to demonstrate support for entrepreneurs and economic growth.

Councilor Johnson shared that he learned about this initiative during a conference and believed it was something Council could strongly support. He thanked Mayor Rickenmann and Ms. Payton Lang for meeting with the organization and noted the Mayor's role as a founding mayor for the effort. He also emphasized the importance of supporting small businesses and creating a strong pipeline for entrepreneurs in Columbia.

Mayor Rickenmann stated that small businesses are the backbone of the community and one of the reasons he chose to remain in Columbia after college. He noted that the City of Columbia continues to remove barriers and support entrepreneurs through innovation and community engagement.

Mayor Rickenmann and members of City Council proclaimed May 2026 as Entrepreneurial Month in the City of Columbia.

6. Public Works Week Proclamation — The Honorable Daniel J. Rickenmann, Mayor

Mr. Robert Anderson, Director of Public Works recognized staff members Ms. Sara Hollar, Deputy Public Works Director for her appointment as President of the South Carolina American Public Works Association Board of Directors and Ms. Samantha Yager, Solid Waste Superintendent for her appointment by the Governor to the Recycling Market Development Advisory Council. He shared this year's Public Works Week theme as "Rooted in Service, Powered by Community." He highlighted employees from Animal Services, Traffic Engineering, Street Division, Solid Waste, Forestry and Beautification, and equipment operations, noting their dedication, years of service, and commitment to serving the community.

Mayor Rickenmann thanked all Public Works employees for their daily service to the community, noting that they are often among the first employees residents interact with. He expressed appreciation for Director Robert Anderson's leadership and the department's community engagement efforts. Mayor Rickenmann stated that the City's success would not be possible without the dedication of Public Works' staff.

Mayor Rickenmann and members of City Council proclaimed May 17–May 23, 2026 as Public Works Week in the City of Columbia.

Consent Agenda Items 7 through 20

Upon a single motion made by Mr. McDowell and seconded by Mr. Bailey, Council voted unanimously to approve **Consent Agenda Items 7** through **20**.

7. Council is asked to approve Funding for Repairs on a Solid Waste Refuse Truck, as requested by the Fleet Services Division on April 8, 2026. Award to Cedar Creek Collision, Inc., in the amount of $77,808.90. This vendor is located in Winnsboro, SC.

   Funding Source: Equipment Services Fuel Parts and Repair - Outside Repairs (6308970-672800). The original budget amount is $77,808.90.

8. Council is asked to approve the Purchase of Vehicles for several City Departments, as requested by the Fleet Services Division. Award to multiple vendors using South Carolina State Contracts in the amount of $132,681.34.

Item	Vendor and Location	Description	Procurement Method	Funding Source	Amount
a.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	One (1) 2026 Chevrolet Silverado PPV 1500 4WD Crew Cab Truck for the Columbia Police Department, as requested on April 17, 2026.	South Carolina State Contract #4400035155	Capital Replacement — Auto, Trucks, Heavy Equipment— Capital (6308972-658500). The original budget amount is $51,494.34.	$51,494.34
b.	COS Chevrolet, LLC dba Hendrick Chevrolet Charlotte, NC	One (1) 2026 Chevrolet Silverado 4WD Crew Cab Truck with Knapheide Body and Crane Upfit for the Metro Wastewater Treatment Plant, as requested on March 27, 2026.	South Carolina State Contract #4400037566	Utilities Metro Wastewater Plant — Auto, Trucks, Heavy Equipment-Capital (5516208-658500). The original budget amount is $81,187.00.	$81,187.00
Total					**$132,681.34**

9. Council is asked to approve an Annual Contract Renewal for UKG Pro Workforce Management Timekeeping Software, as requested by the Program Management Office on April 8, 2026. Award to UKG Kronos Systems, LLC, in the amount of $161,100.00. This vendor is located in Lowell, MA.

   Funding Source: Program Management Office - Cloud Based Software Solutions (6218950-632170). The original budget amount is $161,100.00.

10. Council is asked to approve the Purchase of Asset Tracking Units for Non-Automotive and Truck Applications, as requested by the Fleet Services Division on April 1, 2026. Award to Samsara, Inc., using the Sourcewell Cooperative Contract in the amount of $169,319.38. This vendor is located in San Francisco, CA.

    Funding Source: Equipment Services Fuel Parts and Repair - Repair Parts (6308970-672700). The original budget amount is $169,319.38.

11. Council is asked to approve a new Professional Services Contract for Project CP901201; Continuing Design Services for the City of Columbia Public Safety

Complex at 400 Laurel Street — Phase II, as requested by General Services on April 21, 2026. Award to LS3P, in an amount not to exceed $299,145.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date one (1) year from commencement and the option to renew for two (2) additional six-month period(s). This firm is located in Columbia, SC.

Funding Source: General Capital Projects - Public Safety Complex - Professional Services (4039999-CP901201-636600). The original budget amount is $299,145.00.

LS3P, is the prime and will provide schematic design, design development, construction documents, bidding, construction administration, municipal court test-fit, experiential graphic, and interior design renovation services at 56.10% ($167,845.00) of the total contract amount.

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

ADC Engineering, Inc., located in Irmo, SC, will provide civil and structural engineering services at 3.18% ($9,500.00) of the total contract amount.

CMTA, Inc., located in Charlotte, NC, will provide mechanical, electrical, plumbing, and fire protection engineering services at 8.29% ($24,800.00) of the total contract amount.

F&ME, Inc., located in Columbia, SC, will provide special inspection services at 32.43% ($97,000.00) of the total contract amount.

12. Council is asked to approve Contract Amendment #3 for Program Management of the Community Development Block Grant Mitigation (CDBG-MIT) Program, as requested by the Community Development Department on April 15, 2026. Award to ICF Incorporated, LLC, in an amount not to exceed $386,955.00. The current term of the contract ends on January 29, 2028. This firm is located in Reston, VA.

    Funding Source: Community Development Block Grant-Disaster Recovery-Control Account — Mitigation-Columbia Canal Water Treatment Plant Head and Lock Gate Repair - 2015 October Flood Recovery (2639999-9120010020-638400). The current budget amount is $975,054.00. The budget amount for this amendment is $386,955.00. The revised budget amount is $1,362,009.00.

13. Council is asked to approve a new Professional Services Contract for Project SC117006; Design Services for the Beltline Boulevard Community Enhancement Project - Phase II, as requested by City Administration on March 9, 2026. Award to CPL Architecture Engineering Planning, in an amount not to exceed $544,349.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date eighteen (18) months from commencement and the option to renew for two (2) additional six-month periods. This firm is located in Columbia, SC.

    Funding Source: Storm Water Improvement Capital Project Control - Capital Project Costs (5549999-SD8557-658650). The original budget amount is $544,349.00.

    CPL Architecture Engineering Planning is the prime and will provide project oversight services at 4.91% ($26,700.00) of the total contract amount.

The following subcontractors will provide additional services and/or materials:

Weston and Sampson of North Carolina, PC, located in Raleigh, NC, will provide civil engineering and landscape architecture services at 48.63% ($264,720.00) of the total contract amount.

ECS Southeast, LLC, located in Lexington, SC, will provide geotechnical services at 4.96% ($27,000.00) of the total contract amount.

Inter-Fluve, Inc., located in Hood River, OR, will provide neomorphic, ecological, and hydraulic assessments, naturalization of creek corridor, and integration of floodplain and stormwater management services at 41.50% ($225,929.00) of the total contract amount.

14. Council is asked to approve Contract Amendment #6 for Project SS7572; Sanitary Sewer Main Relocation and Rehabilitation at Multiple Locations, as requested by Columbia Water on March 24, 2026. Award to Weston and Sampson Engineers, Inc., in an amount not to exceed $51,250.00. The current term of the contract ends on December 31, 2026 and this amendment extends the contract to June 30, 2027. This firm is located in Columbia, SC.

    Funding Source: Water and Sewer Capital Projects - Sewer Relocation and Rehabilitation at Multiple Locations - Capital Project Costs (5529999-SS757201-658650). The current budget amount is $277,514.34. The budget amount for this amendment is $51,250.00. The total revised budget amount is $328,764.34.

    This is a Mentor Protégé Program project. Weston and Sampson Engineers, Inc. is the mentor and will provide design, permitting, general construction administration, and project closeout services at 71.24% ($36,510.00) of the amendment amount.

    Carper Civil Consulting, LLC, a Minority Business Enterprise (W), located in Columbia, SC, is the protégé and will provide administrative, field surveying (hydro-excavation), geotechnical, and permitting services at 27.20% ($13,940.00) of the amendment amount.

    The following subconsultant will provide additional services:

    GEL Engineering, LLC, located in Charleston, SC, will provide surveying services at 1.56% ($800.00) of the amendment amount.

15. Council is asked to approve Contract Amendment #7 for the purchase of additional Advanced Metering Infrastructure Meters, Fire Service Assembly Meters, Registers, Endpoints and Endpoint Guard Kits, as requested by Columbia Water on April 22, 2026. Award to Badger Meter, Inc., in an amount not to exceed $71,821.66. The current term of the contract ends on June 30, 2026. This firm is located in Milwaukee, WI.

    Funding Source: Utilities Water Distribution and Maintenance - Meters, Parts, and Supplies (5516203-625600). The current budget amount is $1,584,883.23. The budget amount for this amendment is $71,821.66. The total revised budget amount is $1,656,704.89.

16. Council is asked to approve additional funding for Project WM4281; Hardscrabble Road Waterline Relocations South Carolina Department of Transportation (SCDOT) Memorandum of Agreement (MOA) 9-17, as requested by Columbia Water on April 23, 2026. Award to SCDOT in the amount of $165,989.25.

    Funding Source: Water Sewer Capital Projects-Capital Projects Costs (5529999-658650). The current budget amount is $2,148,274.72. The budget amount for this amendment is $165,989.25. The total revised budget amount is $2,314,263.97.

17. Council is asked to approve Contract Amendment #3 for Screening, Grit, and Sludge Hauling with Container Rental Services, as requested by Columbia Water on April 14, 2026. Award to Waste Management of SC, in an amount not to exceed $260,000.00. The current term of the contract ends on June 30, 2026. This firm is located in Elgin, SC.

    Funding Source: Utilities Metro Wastewater Treatment Plant - Special Contracts (5516208-638300). The current budget amount is $1,410,080.40. The budget amount for this amendment is $260,000.00. The revised budget amount is $1,670,080.40.

18. Council is asked to approve Change Order #2 for Project WM3925-01; Rosewood Area Water System Improvements Phase 1, as requested by Columbia Water on April 9, 2026. Award to LAD Construction, LLC, in an amount not to exceed $292,778.64, which includes contingency. The current term of the contract ends on May 28, 2026 and this change order extends the contract to July 31, 2026. This firm is located in Swansea, SC.

    Funding Source: Water and Sewer Capital Projects - Rosewood Area Waterline Replacement - Capital Project Costs (5529999-WM392501-658650). The current budget amount is $13,715,006.00. The budget amount for this change order is $292,778.64. The revised budget amount is $14,007,784.64.

    This is a Mentor Protégé Program project. LAD Construction, LLC is the mentor and will provide water line installation services at 100.00% ($292,778.64) of the total change order amount.

    The protégé did not elect to participate; however, the protégé participation for the overall project will be 20.99%.

19. Council is asked to approve a new Construction Contract for Project SS7668; Cured-In-Place-Pipe for Trenchless Rehabilitation of the existing Sanitary Sewer System, as requested by Columbia Water on April 20, 2026. Award to Gulf Coast Underground, LLC, using the Houston-Galveston Area Council Cooperative Contract (H-GAC) in the amount of $2,500,000.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date one hundred sixty-eight (168) days from commencement. This vendor is located in Theodore, AL.

    Funding Source: Water and Sewer Capital Projects — Concurrent Sewer Assessment and Rehabilitation (CSAR) - Investigation and Rehabilitation — Capital Project Costs (5529999-SS766801-658650). The original budget amount is $2,500,000.00.

20. 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

First reading approval was given on May 5, 2026.

Consideration of Bids, Contracts and Change Orders

21. Council is asked to approve Contract Amendment #2 for Project SS7640; Smith Branch Pump Station and Phase 1 Force Main, as requested by Columbia Water on April 2, 2026. Award to Black and Veatch Corporation in an amount not to exceed $3,190,055.00. The current term of the contract ends on March 3, 2029. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects — Smith Branch Pump Station and Phase 1 Force Main — Capital Project Costs (5529999-SS764001-658650). The current budget amount is $1,481,005.00. The budget amount for this amendment is $3,190,055.00. The revised budget amount is $4,671,060.00.

This is a Mentor Protégé Program project. Black and Veatch Corporation is the mentor and will provide design phase administration, survey and utility mapping, geotechnical investigation, final design, permitting and bid phase services at 63.92% ($2,039,105.00) of the amendment amount.

Highfill Infrastructure Engineering, PC, located in Columbia, SC, is the protégé and will provide engineering design, permitting assistance, and construction administration services at 19.07% ($608,300.00) of the amendment amount. The protégé participation for the overall project will be 20.30%.

The following subconsultants will provide additional services:

Hussey Gay Bell & Deyoung, Inc., located in Columbia, SC, will provide field survey and subsurface utility engineering services at 12.40% ($395,650.00) of the amendment amount.

Howard Engineering, Inc., located in Columbia, SC will provide electrical services at 4.61% ($147,000.00) of the amendment amount.

Upon a motion made by Mr. Bailey and seconded by Mr. Johnson, Council voted unanimously to approve Contract Amendment #2 for Project SS7640; Smith Branch Pump Station and Phase 1 Force Main, as requested by Columbia Water on April 2, 2026. Award to Black and Veatch Corporation in an amount not to exceed $3,190,055.00. The current term of the contract ends on March 3, 2029. This firm is located in Columbia, SC. Mr. Brennan was not present for the vote.

Ordinances - Second Reading

22. 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.

Upon a motion made by Mr. Bailey and seconded by Mr. Johnson, Council voted unanimously to give second reading approval to 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). Mr. Brennan abstained from voting due to a conflict of interest.

23. 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.

First reading approval was given on May 5, 2026.

Upon a motion made by Mr. Brennan and seconded by Mr. Johnson, Council voted unanimously to give second approval to Ordinance No.: 2026-033 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Congaree Riverfront District Business Park) subject to the following amendments:

Section 3, Allocations and Payment of Park Revenues:

Item B was amended to read: "From the park revenues remaining after allocation payment in A, an amount equal to the respective base revenue shall be paid to each taxing entity."

Item C was amended to read: "The park revenues remaining after the allocations and payments in A and B, if any, constitute new revenue, and 7% of the new revenue shall be allocated to the County's Economic Development Fund."

Item D was amended to read: "The new revenue remaining after the allocation and payment in C shall be allocated as follows."

Roman Numeral I was amended by changing "all new revenue" to "all such remaining new revenue."

Roman Numeral II was amended by changing "all new revenue" to "all such remaining new revenue."

Exhibit A, Definitions, was amended by changing the definition of "Project Expense Reserve Cap" to read: "Project Expense Reserve Cap shall mean an amount equal to the greater of $10 million or twice the then current project expense cap."

24. 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.

First reading approval was given on May 5, 2026.

Upon a motion made by Mr. Brennan and seconded by Mr. McDowell, Council voted unanimously to give second reading approval to Ordinance No.: 2026-038 — Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Convention Center District Business Park) subject to the following amendments:

Section 3, Allocations and Payment of Park Revenues:

Item B was amended to read: "From the park revenues remaining after the allocation and payment in A, an amount equal to the respective base revenue shall be paid to each taxing entity."

Item C was amended to read: "The park revenues remaining after the allocations and payments in A and B, if any, constitute new revenue, and 7% of the new revenue shall be allocated to the County's Economic Development Fund."

Item D was amended to read: "Of the new revenue remaining after the allocation and payment in C, 50% shall be allocated to and deposited annually in the Convention Center Account created and held by the County Treasurer, and the remaining 50% shall be allocated and paid pursuant to subsection E below."

Public Hearing & First Reading for Zoning / Planning Matters

Council opened the public hearing at 5:35 p.m.

25. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for NX Shop Road Extension, TMS# 16200-01-24

Ordinance No.: 2026-036 - Annexing NX Shop Road Extension, Richland County TMS# 16200-01-24 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 3

Proposal: Request to annex the properties and assign the land use classification of Industrial (IND) and assign the zoning of Light Industrial (LI) with portions in the Floodway Overlay District (OV-FW) and Floodplain Overlay District (OV-FP). The property is currently classified as Economic Development Center/Corridor and zoned Light Industrial (M-1) by Richland County.

Owner/Applicant: Josephine Forrester Laney / Mark James, Cypress Development Partners, LLC

Staff Recommendation: Approval

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

No one appeared at this time.

Upon a motion made by Mr. Brennan and seconded by Mr. Bailey, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Amendment, and Zoning Map Amendment for NX Shop Road Extension, TMS# 16200-01-24 **and** Ordinance No.: 2026-036 - Annexing NX Shop Road Extension, Richland County TMS #16200-01-24 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

26. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 651 Blue Ridge Terrace, 6.06 acres Blue Ridge Terrace, 6700 Monticello Road, E/S Monticello Road, R E/S Monticello Road, N of Clover Road, B/S Clover Road, and S/S Winyah Drive; TMS# 09408-01-03 (128.91 acre portion), 09405-02-04, 09402-03-01 (21.57 acre portion), 09402-03-03, 09406-02-01, 09407-01-04, 09410-01-02, 09406-01-01, 09407-01-05, and 09411-01-35

    Ordinance No.: 2026-037 - Annexing 651 Blue Ridge Terrace, 6.06 acres Blue Ridge Terrace, 6700 Monticello Road, E/S Monticello Road, R E/S Monticello Road, N of Clover Road, B/S Clover Road, and S/S Winyah Drive, Richland County TMS# 09408-01-03 (128.91 acre portion), 09405-02-04, 09402-03-01 (21.57 acre portion), 09402-03-03, 09406-02-01, 09407-01-04, 09410-01-02, 09406-01-01, 09407-01-05, and 09411-01-35 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

    Council District: 1

    Proposal: Request to annex the property, assign the land use classification of Urban Edge Community Activity Center (UEAC-1), Neighborhood Activity Corridor (AC-1), Urban Edge Residential Small Lot (UER-1), Urban Edge Residential Large Lot (UER-2), and Transitional/Sensitive Lands (T/S) and assign the zoning of Residential Mixed District (RM-2), Transitional/Conservation District (T/C), Large Lot – Reserve District (LL-R), Mixed Use District (MU-1), and General Commercial District (GC), portions within the Floodplain Overlay District (OV-FP) for pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Planned Development (PD), Agricultural (AG), Homestead (HM) and Crane Creek (CC-3) by Richland County.

    Owner/Applicant: Windy Hills North LLC, R. Joseph and Lauren Bea Richardson, Richardson Investment Family Limited Partnership, and Robert Joseph Richardson/ Kevin Steelman, LandTech Communities, LLC

    Staff Recommendation: Approval

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

Ms. Ellen Anderson, President of the Forest Heights Community Association expressed support for the City's zoning efforts while advocating for more activities, recreational opportunities, and resources for children and seniors in the community.

Councilor Herbert asked if Forest Heights is within the city or the county.

Ms. Ellen Anderson, President of the Forest Heights Community Association stated that they are within the county.

Councilor Herbert asked her to clarify the request, noting that City Council could not take action on matters related to the County and that the City also maintains a prioritized list of areas for annexation.

Councilor Bailey explained that Blue Ridge Terrace is currently located in the County, but with the City coming into that area better things are on the way.

Ms. Marquita Thompson, 824 Blue Ridge Terrace expressed concerns regarding the upcoming development in the Blue Ridge and Monticello Road area. She asked for clarification on the type of development being proposed. She expressed concern about the potential impact additional residential development could have on crime in the neighborhood.

Mayor Rickenmann clarified that while the density is increasing, that doesn't correlate with crime increasing in the area.

Councilor Herbert stated that there will be 800 residential homes in addition to retail stores.

Ms. Marquita Thompson, 824 Blue Ridge Terrace asked about incoming restaurants.

Mayor Rickenmann explained that increased density creates greater opportunities for investment because businesses rely on traffic and customer activity. He stated that additional development could help attract neighborhood-serving businesses, such as grocery stores.

Councilor Herbert reassured Ms. Thompson that the process would take some time and asked the developer whether the timeline would be two to three years.

Mr. Kevin Steelman, Developer & President / LandTech Communities said they are breaking ground next year.

Councilor Brennan said the summary noted that it will be 10 to 13 years for the full build out.

Councilor Johnson clarified that the annexation would allow the residential project to move forward and noted that such growth often attracts additional amenities like retail and grocery options. He added that increased activity in the area can also help support neighborhood safety.

Ms. Marquita Thompson, 824 Blue Ridge Terrace asked how far the planned build-out will extend.

Mr. Kevin Steelman, Developer & President / LandTech Communities stated that the company has contracted to purchase the property for development of a master-planned community. He explained that the project is expected to include approximately 800 single-family homes, with residential development located primarily within the interior of the property, while the frontage along Blue Ridge Terrace and Monticello Road would be reserved for retail and commercial uses.

Councilor Johnson asked about the proximity of a church located in the Blue Ridge Terrace area and whether it would be impacted by the proposed development.

Mr. Kevin Steelman, Developer & President / LandTech Communities answered that he did not anticipate any impact to the church and noted that a parcel previously acquired from the church would be retained by the seller for planned commercial use.

Councilor Brennan thanked Mr. Steelman for his investment in Columbia, Richland County, and the Midlands, stating that the project supports the City and County's goals for growth and quality-of-life improvements. He also commented on the residential growth occurring along the Garners Ferry and Highway 378 corridors and asked whether the proposed density would remain the same under City jurisdiction.

Mr. Andrew Livengood, Zoning Administrator / Planning and Development Services explained that most of the property is currently zoned as a planned development with primarily industrial uses. However, the Crane Creek planning study envisioned a development layout similar to this proposal.

Councilor Brennan asked for an explanation of our urban service area, specifically the categories of primary and secondary.

Mr. Andrew Livengood, Zoning Administrator / Planning and Development Services noted that primary areas are those the City intends to annex, while secondary areas may lack certain services, and long-range areas extend beyond those zones.

Councilor Brennan noted that the property is within the long-range area and already eligible for Columbia Water services. He emphasized the need to update the City's 2020 urban service area plan and asked City Council to meet in the fall to develop a five-year strategy that manages projected growth without overextending services. He also underscored the need to evaluate the impact on fire services and budget considerations when annexing large tracts.

Mr. Aubrey D. Jenkins, Fire Chief / Columbia Fire Department explained that the development could add 300 to 400 calls annually and would likely require a new fire station with at least one engine and approximately 15 personnel due to the lack of existing stations in that area.

Councilor Brennan asked where the closest firehouse was located.

Mr. Aubrey D. Jenkins, Fire Chief / Columbia Fire Department added that while there is a station on Robert Road, it remains a considerable distance away, and ISO ratings must also be considered. The property currently holds a Class 2 rating in the county, but would not convert to a Class 1 rating within the city unless new infrastructure, including a fire station and response package, is put into place.

Councilor Brennan asked could a fire station be built on six acres.

Mr. Aubrey D. Jenkins, Fire Chief / Columbia Fire Department said yes.

Upon a motion made by Ms. Herbert 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 651 Blue Ridge Terrace, 6.06 acres Blue Ridge Terrace, 6700 Monticello Road, E/S Monticello Road, R E/S Monticello Road, N of Clover Road, B/S Clover Road, and S/S Winyah Drive; TMS# 09408-01-03 (128.91 acre portion), 09405-02-04, 09402-03-01 (21.57 acre portion), 09402-03-03, 09406-02-01, 09407-01-04, 09410-01-02, 09406-01-01, 09407-01-05, and 09411-01-35 and Ordinance

No.: 2026-037 - Annexing 651 Blue Ridge Terrace, 6.06 acres Blue Ridge Terrace, 6700 Monticello Road, E/S Monticello Road, R E/S \Monticello Road, N of Clover Road, B/S Clover Road, and S/S Winyah Drive, Richland County TMS# 09408-01-03 (128.91 acre portion), 09405-02-04, 09402-03-01 (21.57 acre portion), 09402-03-03, 09406-02-01, 09407-01-04, 09410-01-02, 09406-01-01, 09407-01-05, and 09411-01-35 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

27. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 308 Turnwall Lane; TMS# 28911-03-03

    Ordinance No.: 2026-035 - Annexing 308 Turnwall Lane, Richland County TMS# 28911-03-03 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 and assign the land use classification of Urban Edge Residential Small Lot (UER-1) and assign the zoning of Planned Development District (PD). The property is currently classified as Neighborhood (Medium Density) and zoned Planned Development District (PD) by Richland County.

    Owner and Applicant: Kevin C. Lundy and Julie H. Lundy

    Staff Recommendation: Approval

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

No one appeared at this time.

Upon a motion made by Mr. Brown and seconded by Mr. Bailey, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Amendment, and Zoning Map Amendment for 308 Turnwall Lane; TMS# 28911-03-03 **and** Ordinance No.: 2026-035 - Annexing 308 Turnwall Lane, Richland County TMS# 28911-03-03 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

28. ZONING MAP AMENDMENT for Parcel at 1700 Block Rosewood Drive and Fulton Street TMS# 11309-18-10

    Ordinance No.: 2026-040 - Amending the Official Zoning Map to modify the zoning for parcel at the 1700 block of Rosewood Drive and Fulton Street, Richland County TMS # 11309-18-10

    Council District: 3

    Proposal: Request to rezone the properties from Neighborhood Activity Center/Corridor District (NAC) to Residential Mixed District (RM-2); the property is within the Airport Safety Overlay District (OV-A).

    Applicant: Ashok Kumar, Kumar Construction

    Staff Recommendation: Approval

PC Recommendation: 4/9/2026; Recommended Approval (6-1)

No one appeared at this time.

Councilor Brown asked if this item was pulled or rejected the last time it appeared before City Council.

Mr. Andrew Livengood, Zoning Administrator / Planning and Development Services reported that the South Carolina Aeronautics Commission and the Jim Hamilton – L.B. Owens Airport raised concerns about the overlay during the public hearing but did not oppose residential use so long as the project stayed within the overlay and included required navigation easements and covenants. He also shared comments from Mr. Guy Jones of the Hollywood-Rose Hill Neighborhood Association, who opposed the rezoning due to insufficient information from the applicant about the project and its potential impact on nearby homes.

Councilor Johnson asked whether the Council could proceed with first reading while also requesting that the applicant meet with the neighborhood association prior to second reading. He clarified that this would not be a condition of approval but a request to facilitate communication with the surrounding community.

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

Mayor Rickenmann asked that the applicant communicate with the neighborhood about their plans for the lot before second reading.

Councilor Brennan asked for clarity if the applicant wasn't required to submit site plans or provide concepts up to this point.

Mr. Andrew Livengood, Zoning Administrator / Planning and Development Services said that is correct. He added that the Residential Mixed District (RM-2) would allow a maximum of five dwelling units on that parcel.

Upon a motion made by Mr. Johnson and seconded by Mr. Brown, Council voted unanimously to give first reading approval to the Zoning Map Amendment for Parcel at 1700 Block Rosewood Drive and Fulton Street TMS# 11309-18-10 **and** Ordinance No.: 2026-040 - Amending the Official Zoning Map to modify the zoning for parcel at the 1700 block of Rosewood Drive and Fulton Street, Richland County TMS # 11309-18-10.

Council closed the public hearing at 6:06 p.m.

Zoning / Planning Matters - Second Reading

29. 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)

First reading approval was given on April 21, 2026.

Upon a motion made by Mr. Brown and seconded by Mr. Bailey, Council voted unanimously to give second 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.

Ordinances - First Reading

30. Ordinance No.: 2026-034 - Granting an encroachment to BT Columbia LLC C/O BET Investments, Inc. for the use of the right of way areas of the 300 block of Lincoln Street and the 800 block of Catawba Street for the installation and maintenance of sidewalks, a multi-use path, a drop-off loop with a fountain, a concrete trash collection pad, landscaping and irrigation adjacent to 315 Lincoln Street, Richland County TMS# 08913-05-03 and 08913-05-05

Upon a motion made by Mr. McDowell and seconded by Mr. Bailey, Council voted unanimously to give first reading approval to Ordinance No.: 2026-034 - Granting an encroachment to BT Columbia LLC C/O BET Investments, Inc. for the use of the right of way areas of the 300 block of Lincoln Street and the 800 block of Catawba Street for the installation and maintenance of sidewalks, a multi-use path, a drop-off loop with a fountain, a concrete trash collection pad, landscaping and irrigation adjacent to 315 Lincoln Street, Richland County TMS# 08913-05-03 and 08913-05-05.

Resolutions

31. Resolution No.: R-2026-043 - Establishing a Parental Accountability and Family Support Partnership

    Endorsed by the Public Safety Committee on May 12, 2026.

Councilor Bailey noted that the resolution reflects a year of work establishing a partnership between the City, the Police Department, and the Solicitor's Office to connect families with

resources through diversion and intervention programs. He thanked colleagues, public safety leaders, the City Attorney's Office, Solicitor Byron Gibson, and Dr. Trevon Fordham for their support and contributions to the effort.

Upon a motion made by Mr. Bailey and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2026-043 — Establishing a Parental Accountability and Family Support Partnership.

Event Resolution Items 32 through 35

32. Resolution No.: R-2026-029 - Authorizing consumption of beer and wine only at Jubilee: Festival of Black History and Culture within the 1800 and 1900 blocks of Marion Street between Laurel Street and Calhoun Street and within the 1300 and 1400 blocks of Richland Street between Sumter Street and Bull Street on Saturday, September 19, 2026

Upon a motion made by Mr. Johnson and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2026-029 — Authorizing consumption of beer and wine only at Jubilee: Festival of Black History and Culture within the 1800 and 1900 blocks of Marion Street between Laurel Street and Calhoun Street and within the 1300 and 1400 blocks of Richland Street between Sumter Street and Bull Street on Saturday, September 19, 2026.

33. Resolution No.: R-2026-038 - Authorizing consumption of beer and wine only at the Frosted Blooms at 1615 Barnwell Street on Saturday, May 30, 2026

Upon a motion made by Mr. Brennan and seconded by Mr. Johnson, Council voted unanimously to approve Resolution No.: R-2026-038 — Authorizing consumption of beer and wine only at the Frosted Blooms at 1615 Barnwell Street on Saturday, May 30, 2026.

34. Resolution No.: R-2026-039 - Authorizing consumption of beer, wine, and liquor at the Palmetto Peanut Boil Fundraiser in the 2900 block of Devine Street on Saturday, September 26, 2026 with a rain contingency date of Saturday, October 3, 2026

Upon a motion made by Mr. Brennan and seconded by Mr. Johnson, Council voted unanimously to approve Resolution No.: R-2026-039 — Authorizing consumption of beer, wine, and liquor at the Palmetto Peanut Boil Fundraiser in the 2900 block of Devine Street on Saturday, September 26, 2026 with a rain contingency date of Saturday, October 3, 2026.

35. Resolution No.: R-2026-041 - Authorizing consumption of beer and wine only at Y'all-Mart open air flea market at the 1200 block of Park Street on Sunday, May 31, 2026

Upon a motion made by Mr. Brennan and seconded by Mr. Johnson, Council voted unanimously to approve Resolution No.: R-2026-041 — Authorizing consumption of beer and wine only at Y'all-Mart open air flea market at the 1200 block of Park Street on Sunday, May 31, 2026.

Appointments

36. Small Business Advisory Council

Upon a motion made by Mayor Rickenmann and seconded by Mr. Johnson, Council voted unanimously to reappoint Ms. Kadenia Davis and Ms. Vanessa Mota and appoint Mr. Michael Eargle, Ms. Mary Priester-Clarke, and Ms. Carol Smoak for a four-year term to the Small Business Advisory Council.

City Council Committee Reports, Referrals and New Business

37. Community Development Committee Report — The Honorable Tina N. Herbert

Councilor Herbert said that the Community Development Committee held a productive meeting earlier in the day. She reported that the 2026–2027 Annual Action Plan has been completed and will be submitted to the Department of Housing and Urban Development by June 8. The committee also reviewed the City's redevelopment plan for 64 city-owned vacant lots, with 10 currently under contract and progress on track to reach 15 per year. She expressed enthusiasm about this advancement, recalling that the Affordable Housing Task Force had reached similar conclusions about the need for steady redevelopment efforts.

Upon a motion made by Mr. Johnson and seconded by Mr. Brown, Council voted unanimously to refer the exploration of potential revenue generation opportunities related to tax-exempt properties and entities that do not currently contribute to the city's tax rolls to the Economic Development & Infrastructure Committee.

Councilor Herbert added that the redevelopment plan is expected to generate approximately $10,000 in tax revenue for each of the 15 homes, according to the Chief Financial Officer.

Councilor Brennan reported that the Public Safety Committee met on May 12, 2026. During the meeting, Councilor Bailey presented the Parental Accountability Support Resolution, which focuses on providing support services for parents and offering non-punitive referrals through existing systems. Staff also provided updates on the Sharing the Road planning process and the Vision Zero initiative, which aims to reduce serious traffic injuries and fatalities by five percent annually. Departments reported progress in identifying and regulating group living facilities to improve safety and oversight. Additionally, the committee discussed concerns regarding vehicular noise in hospitality districts and outlined plans for targeted enforcement.

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. Lee Lumpkin, Columbia Classical Ballet announced that the company held its first board meeting in its new home at 610 Harden Street. She thanked City Council for their support as the organization rebuilds its studio and school operations. She noted that the artistic director will relocate to Columbia and two dancers from China and their families are also moving to the city. The company is working to restore and elevate its artistic caliber.

Councilor Brown expressed pride in the accomplishments of Columbia Classical Ballet. He shared his happiness with the organization's progress and said he looks forward to its continued renewal and success.

Councilor Johnson noted that he and Councilor Brown received a joint thank-you over the

weekend regarding **Item 29** (Annexation, Future Land Use 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)).

Adjournment

The meeting was adjourned at 6:22 p.m.

Respectfully Submitted:

Erika D. Moore Hammond, MMC, CPM
City Clerk

Meeting Date: **June 9, 2026**

Department: **Legal**

From: **Teresa Wilson, City Manager**

Ordinance No.: 2026-044 - To Raise Revenue and Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2027

Background Summary:

Attachments:

1. FY 26-27 Budget Memo Public Hearing
2. 2026-044 - adopt 2026-2027 budget v2 w summaries

TO: The Honorable Mayor Daniel Rickenmann and Columbia City Council

FROM: Teresa Wilson, City Manager TBW
Missy Caughman, Assistant City Manager, Strategic Initiatives & Innovation MAC

DATE: 6/5/2026

SUBJECT: FY 2026/2027 Proposed Budget Public Hearing

We are pleased to present the FY 2026/2027 Proposed Budget for your review. The total Operating Budget amounts to $500,576,265, while the Capital Improvement Budget totals $101,600,000. An overview of the Proposed Budget will be provided during the Budget Public Hearing on Tuesday, June 9, 2026.

OPERATING BUDGET	FY 2025/2026 Adopted	FY 2026/2027 Proposed	Change $	%
General Fund	$183,962,740	$203,471,552	$19,508,812	10.6%
Water & Sewer	$217,259,000	$232,318,400	$15,059,400	6.9%
Storm Water	$32,910,502	$20,516,309	($12,394,193)	-37.7%
Parking Fund	$13,311,327	$16,423,000	$3,111,673	23.4%
Hospitality Fund*	$18,093,831	$17,489,667	($604,164)	-3.3%
Accommodations	$4,491,583	$3,913,961	($577,622)	-12.9%
Tourism Dev Fee*	$5,751,706	$5,997,825	$246,119	4%
Liquor Permit*	$534,164	$445,551	($88,613)	-17%
Combined Budget Total	$476,314,853	$500,576,265	$24,261,412	5.1%

*Reflects Amended Budget

CAPITAL IMPROVEMENT BUDGET	FY 2025/2026 Adopted	FY 2026/2027 Proposed	Change $	%
Drinking Water	$20,600,000	$32,400,000	$11,800,000	57.3%
Wastewater	$72,400,000	$60,600,000	($11,800,000)	-16.3%
Stormwater	$19,635,000	$6,000,000	($13,635,000)	-69.4%
Parking	$2,533,827	$2,600,000	$66,173	2.6%
Combined CIP Total	$115,168,827	$101,600,000	($13,568,827)	-12%

The FY 2026/2027 Proposed Budget shows the City's commitment to responsible management, strategic investment, and service to residents, businesses, and visitors. It balances growth, rising costs, and revenue constraints, protecting core services, honoring employee obligations, and preparing Columbia for a resilient future. Thanks to City Council, department directors, and staff for their contributions. We look forward to finalizing a budget that aligns with fiscal realities and City Council's vision.

ORDINANCE NO.: 2026-044

To Raise Revenue and Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2027

BE IT ORDAINED by the Mayor and Council this _____ day of June, 2026 as follows:

Section 1. That a tax to cover the period from the first day of July 2026, to the thirtieth day of June 2027, both inclusive, for the sums and in the manner hereinafter mentioned, is and shall be levied, collected and paid into the treasury of Richland and Lexington Counties, South Carolina, for the credit to The City of Columbia, South Carolina, for the use and service thereof; that is to say, a tax rate of eighty-nine and six tenths (89.6) mills, on the value of all real estate and personal property of every description owned and used in The City of Columbia, South Carolina, except such as is exempt from taxation under the Constitution and law of the State of South Carolina, is and shall be levied and paid into the County Treasury for the credit to The City of Columbia for the corporate purposes, permanent improvements, for the purpose of paying current expenses (including but not limited to the payments coming due and payable by The City of Columbia with respect to certain equipment leases, installment purchase revenue bonds and the RecoverSC Local Government Liquidity Program ("RecoverSC Program") during such annual period), and for the payment of interest and retiring outstanding bonds of the said City. Such tax is levied on such property as assessed for taxation for County and State purposes.

Section 2. That the budget heretofore adopted by the City Council and the estimated revenue for the payment of same is hereby adopted and is hereby made a part hereof as fully as if incorporated herein and a copy thereof is attached hereto.

Section 3. That the billing dates, the penalty dates, and the amount of penalty which shall be levied for delinquent taxes shall be the same as those established by Richland and Lexington Counties pursuant to State Law.

Section 4. That the City Manager shall administer the budget and may authorize the following to achieve the goals of this budget:

a. Authorize the transfer of appropriated funds within and between departments and funds as necessary.
b. Controls shall be made by fund appropriation.
c. Designate continuing projects from fund balances.
d. Encumbrances will be carried over to the next year as a reserve to the fund balance.
e. Expenditures approved by council shall automatically carry amendments to fund appropriation where necessary.

Section 5. With respect to the payments scheduled to be made by The City of Columbia under the RecoverSC Program during the fiscal year ending June 30, 2027, which aggregate payments are approximately equal to $312,875 (the "FY 2026 Payments"), the City Council hereby authorizes the issuance of a tax anticipation note ("TAN") pursuant to Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, and Title 11, Chapter 27 of the Code of Laws of South Carolina, 1976, as amended, which TAN may be issued if the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together (the "Authorized Representatives"), determine that the issuance of a TAN, as an alternative to the use of appropriated funds collected as authorized above, is in the best interest of the City to make the FY 2027 Payments.

LEGAL DEPARTMENT DRAFT

The TAN, if issued, shall be issued as a single fully-registered note in an amount not exceeding the aggregate amount of the FY 2027 Payments plus the costs incurred in connection with the issuance of the TAN, at that time as may be determined by the Authorized Representatives. The City Council delegates to the Authorized Representatives the power to make all determinations with respect to the details of the TAN, including the form, maturity date, manner and time of sale and award, and redemption provisions, and authorizes the Mayor and the City Manager, or either of them acting alone, to execute the TAN in the name of and on behalf of the City and deliver it to the purchaser thereof.

For the payment of the principal of and interest on the TAN when and if issued, the City hereby pledges (i) the full faith, credit and taxing power of the City; and (ii) the ad valorem taxes in anticipation of which the TAN is issued.

The Authorized Representatives may consult with the City's bond counsel and financial advisor in making any determinations with respect to the TAN.

Section 6. If for any reason any sentence, clause of provision of this ordinance shall be declared invalid, such shall not affect the remaining provisions hereof.

Requested by:

Teresa Wilson, City Manager

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

Deputy City Attorney

City Clerk

Public Hearing:
Introduced:
Final Reading:

Fiscal Year 2026/2027

Proposed Budget

Public Hearing

Budget By Fund

- General Fund
- Water & Sewer
- Stormwater
- Parking
- Hospitality Tax
- State Accommodations Tax
- Local Accommodations Tax
- Tourism Development Fee
- Liquor Rebate

CITY OF COLUMBIA
GENERAL FUND SUMMARY

	ACTUAL FY24/25	ADOPTED FY 25/26	PROPOSED FY 26/27	DIFF. FM BUDGET	% CHANGE
REVENUE CATEGORIES					
GENERAL PROPERTY TAX	70,598,717	72,102,689	75,391,208		
LICENSES AND PERMITS	47,271,871	47,816,419	50,565,092		
FROM OTHER AGENCIES	20,767,277	20,437,331	22,317,350		
CURRENT SERVICE CHARGES	18,079,851	18,240,177	18,295,032		
FINES & FORFEITURES	359,432	330,250	407,000		
MISCELLANEOUS REVENUE	1,213,733	427,000	445,000		
INTEREST ON INVESTMENT	1,338,485	446,989	638,985		
RENTS & SALE OF PROPERTY	1,975,445	1,212,500	1,212,500		
TOTAL REVENUE	**161,604,811**	**161,013,355**	**169,272,167**	8,258,812	5.1%
TRANSFERS IN					
FROM AMERICAN RESCUE PLAN	2,500,000	0	0		
FROM OTHER FUNDS	566,917	0	0		
FROM ACCOMMODATIONS TAX	25,000	25,000	25,000		
FROM TOURISM DEVELOPMENT FEE	0	750,000	1,000,000		
FROM HOSPITALITY TAX	4,800,000	4,800,000	4,800,000		
FROM CAPITAL LEASE PROCEEDS	12,716,592	4,000,000	15,000,000		
FROM PARKING FUND	500,000	500,000	500,000		
FROM WATER & SEWER COST ALLOCATION	7,234,706	7,251,007	7,251,007		
FROM STORM WATER	623,378	623,378	623,378		
FROM UN-APPROPRIATED SURPLUS	0	5,000,000	5,000,000		
TOTAL TRANSFERS IN	**28,966,593**	**22,949,385**	**34,199,385**	11,250,000	49.0%
TOTAL GENERAL FUND REV & TRANS	**190,571,404**	**183,962,740**	**203,471,552**	19,508,812	10.6%
EXPENDITURES					
LEGISLATIVE - MAYOR & CITY COUNCIL	1,121,775	1,047,048	1,047,048		
ADMINISTRATION - CITY MANAGER	813,429	858,230	1,055,453		
GOVERNMENTAL AFFAIRS	456,775	484,515	484,515		
ADMINISTRATION - ACM ADMINISTRATIVE SRVCS	266,569	271,023	0		
ADMINISTRATION - ACM STRATEGIC INITIATITIVES	599,684	382,151	382,151		
ADMINISTRATION - ACM CHIEF FINANCIAL OFFICER	296,607	693,784	693,784		
ADMINISTRATION - ACM OPERATIONS	631,517	1,123,381	1,298,859		
HUMAN RESOURCES	1,767,121	1,778,461	1,778,461		
BUDGET & GRANTS OFFICE	661,477	633,432	633,432		
PUBLIC RELATIONS	1,022,925	1,055,890	1,129,690		
OFFICE OF THE CITY CLERK	308,382	504,389	294,964		
LEGAL	2,411,538	2,579,356	2,579,356		
MUNICIPAL COURT	2,947,538	3,151,047	3,151,047		
FINANCE	2,207,000	2,318,884	2,318,884		
HOMELESS SERVICES	1,135,803	3,045,906	3,045,906		
OFFICE OF BUSINESS OPPORTUNITIES	750,421	760,217	760,217		
COMMUNITY DEVELOPMENT	787,149	767,081	962,131		
PLANNING & DEV. SERVICES	3,496,508	3,535,192	3,535,192		
POLICE	56,664,975	53,232,690	53,232,690		
EMERGENCY MANAGEMENT	603,352	664,676	664,676		
911 EMERGENCY COMMUNICATIONS	3,671,088	3,665,965	4,889,290		
FIRE	32,109,631	27,926,432	27,926,432		
PARKS & RECREATION	15,421,214	16,699,642	16,699,642		
PUBLIC WORKS	28,835,942	24,314,501	24,314,501		
GENERAL SERVICES	3,939,571	4,954,261	4,954,261		
INFORMATION TECHNOLOGY	4,829,309	5,168,910	5,168,910		
RESERVE COLA/MERIT	0	262,463	4,000,000		
TOTAL DEPARTMENT	**167,757,300**	**161,879,527**	**167,001,492**	5,121,965	3.2%
NON-DEPARTMENTAL & MISC.					
COMMUNITY PROMOTIONS			100,000		
CAPITAL LEASE PURCHASE PAYMENT	7,854,948	8,909,618	9,166,861		
RICHLAND COUNTY DETENTION CENTER PER DIEM	955,965	800,000	1,400,000		
5TH CIRCUIT SOLICITOR'S OFFICE	215,817	215,817	215,817		
RICHLAND COUNTY PUBLIC DEFENDER	225,000	225,000	225,000		
NON-DEPARTMENTAL & MISC.	29,739	40,000	40,000		
TOTAL NON-DEPARTMENTAL	**9,281,469**	**10,190,435**	**11,147,678**	957,243	9.4%
TOTAL EXPENDITURES	**177,038,769**	**172,069,962**	**178,149,170**	6,079,208	3.7%
TRANSFERS OUT					
TO INTERNAL SERVICE FUNDS	6,987,757	2,910,120	4,060,120		
TO DEBT SERVICE	3,607,711	3,681,252	4,928,923		
TO COMPONENT UNIT	1,291,592	1,301,406	1,333,339		
TO CAPITAL PROJECTS	473,000	0	0		
TO CAPITAL REPLACEMENT PROGRAM	885,640	4,000,000	15,000,000		
TOTAL TRANSFERS OUT	**13,245,700**	**11,892,778**	**25,322,382**	13,429,604	112.9%
TOTAL EXPENDITURES & TRANSFERS	**190,284,469**	**183,962,740**	**203,471,552**	19,508,812	10.6%

CITY OF COLUMBIA
WATER/SEWER OPERATING FUND SUMMARY

	ACTUAL FY 24/25	ADOPTED FY 25/26	PROPOSED FY 26/27	DIFF. FM BUDGET	% CHANGE
REVENUE					
WATER SALES	121,690,903	132,529,574	142,024,367		
SEWER SALES	72,672,115	75,443,826	81,246,311		
FINES AND FORFEITURES	4,924,776	2,500,000	3,500,000		
TOTAL OPERATING REVENUES	**199,287,794**	**210,473,400**	**226,770,678**	16,297,278	8%
NON-OPERATING REVENUE & TRANSFERS IN					
INTEREST	12,213,526	6,535,059	5,394,742		
RENTS & USE OF PROPERTY	491,769	250,541	152,980		
FROM WATER/SEWER IMPROVEMENT	46,944,273				
CONTRIBUTED WATER LINES	2,656,890				
CONTRIBUTED SEWER LINES	1,025,400				
TOTAL NON-OPERATING REVENUES	**63,535,862**	**6,785,600**	**5,547,722**	(1,237,878)	-18%
TOTAL REVENUE & TRANSFERS IN	**262,823,656**	**217,259,000**	**232,318,400**	15,059,400	7%
EXPENDITURES					
ADMINISTRATION	687,829	1,063,067	1,063,067		
CUSTOMER CARE CENTER & METER READING	5,929,909	9,047,730	9,146,757		
PUBLIC RELATIONS	124,355	110,392	168,664		
FINANCE	1,024,250	2,328,556	2,330,578		
FIRE HYDRANT MAINTENANCE	590,672	790,693	812,285		
POLICE - CSO/PUBLIC SAFETY	1,926,483	2,283,541	2,036,665		
PUBLIC WORKS-STREET REPAIR	894,085	2,295,000	2,180,674		
GENERAL SERVICES PUBLIC BLDGS.	3,440,199	3,072,241	3,497,241		
GIS MANAGEMENT	708,173	786,409	876,333		
UTILITIES	75,638,664	88,894,340	91,989,079		
ENGINEERING	12,069,990	13,728,656	13,634,780		
TOTAL OPERATING	**103,034,609**	**124,400,625**	**127,736,123**	3,335,498	3%
Non-Operating Departments & Non-Departmental					
ECONOMIC DEV DEPARTMENT	1,213,207	1,859,850	2,198,016		
TOTAL NON-OPERATING DEPARTMENTS	**1,213,207**	**1,859,850**	**2,198,016**	338,166	18%
DEBT SERVICE	30,861,335	56,235,000	61,031,935		
ECONOMIC DEV SPECIAL PROJECTS	53,500	78,500	78,500		
TECHNOLOGY REPLACEMENTS	28,894	200,000	150,000		
NON-DEPARTMENTAL	56,750	85,000	85,000		
BAD DEBT	4,612,959				
OPERATING RESERVE	0	3,166,784	4,479,120		
TOTAL NON-DEPARTMENTAL OPERATING	**35,613,438**	**59,765,284**	**65,824,555**	6,059,271	10%
TRANSFERS OUT					
TO GENERAL FUND/INDIRECT COST ALLOCATION	7,234,706	7,234,706	7,234,706		
TO WATER/SEWER CAPITAL IMP.	93,000,000	19,000,000	24,000,000		
TO INTERNAL SERVICE FUNDS	13,383,915	4,998,535	5,325,000		
TOTAL TRANSFERS	**113,618,621**	**31,233,241**	**36,559,706**	5,326,465	17%
TOTAL EXPENDITURES & TRANSFERS	**253,479,875**	**217,259,000**	**232,318,400**	15,059,400	7%

CITY OF COLUMBIA
STORM WATER OPERATING SUMMARY

	ACTUALS FY 24/25	ADOPTED FY 25/26	PROPOSED FY 26/27	DIFF. FM BUDGET	% CHANGE
REVENUE					
Operating Revenue					
STORM WATER FEE	18,616,120	18,558,494	18,580,498		
STORM WATER REVIEW	13,250	13,000	10,700		
STORM WATER INSPECTIONS	4,750	1,000	22,800		
TOTAL OPERATING REVENUES	**18,634,120**	**18,572,494**	**18,613,998**	41,504	0.2%
Non-operating Revenue & Transfers					
INTEREST & USE OF PROPERTY	4,923,324	2,227,387	1,902,311		
TRANSFER FROM OTHER FUNDS	16,115				
TRANSFER FROM STORM WATER IMPROVEMENTS	10,360,533				
FROM FUND BALANCE	-	12,110,621			
TOTAL NON-OPERATING REVENUES	**15,299,972**	**14,338,008**	**1,902,311**	(12,435,697)	-653.7%
TOTAL REVENUES & TRANSFERS IN	**33,934,092**	**32,910,502**	**20,516,309**	(12,394,193)	-60.4%
EXPENDITURES					
DEPARTMENTS					
ENGINEERING	2,557,507	3,264,999	3,445,498		
PUBLIC WORKS	2,735,652	4,907,275	5,384,866		
TOTAL DEPARTMENTS	**5,293,159**	**8,172,274**	**8,830,364**	658,090	7.5%
NON-DEPARTMENTAL EXPENSES					
DEBT SERVICE	1,506,036	2,490,850	2,990,040		
NON-DEPARTMENTAL/MISC.	2,399,508	50,000	50,000		
RESERVE	-	1,500,000	1,583,527		
TOTAL NON-DEPARTMENTAL	**3,905,544**	**4,040,850**	**4,623,567**	582,717	12.6%
TRANSFERS OUT					
TO GENERAL FUND/INDIRECT COST ALLOCATION	623,378	623,378	623,378		
TO STORM WATER CAPITAL PROJECTS	4,065,000	19,635,000	6,000,000		
TO INTERNAL SERVICE FUNDS	373,385	439,000	439,000		
TOTAL OTHER	**5,061,763**	**20,697,378**	**7,062,378**	(13,635,000)	-193.1%
TOTAL EXPENDITURES & TRANSFERS	**14,260,466**	**32,910,502**	**20,516,309**	(12,394,193)	-60.4%

CITY OF COLUMBIA
PARKING OPERATING FUND SUMMARY

	ACTUAL FY 24/25	ADOPTED FY 25/26	PROPOSED FY26/27	DIFF. FM BUDGET	% CHANGE
OPERATING REVENUES					
STREET PARKING METERS	3,663,212	4,300,000	5,500,000		
PARKING DECKS	3,760,763	4,727,000	5,225,000		
PARKING LOTS	724,792	862,000	848,000		
MISC. CHARGES FOR SERVICES	556,309	757,500	939,500		
NON-MOVING VIOLATIONS	1,964,462	1,843,392	3,431,000		
TOTAL REVENUE	**10,669,538**	**12,489,892**	**15,943,500**	3,453,608	28%
NON-OPERATING & TRANSFERS IN					
INTEREST REVENUE	855,099	448,470	366,500		
RENTS & USE OF PROPERTY	81,900	113,000	113,000		
REIMBURSEMENTS	15,721				
FROM FUND BALANCE		259,965			
TOTAL NON-OPERATING & TRANSFERS	**952,720**	**821,435**	**479,500**	(341,935)	-42%
TOTAL REVENUES & TRANSFERS IN	**11,622,258**	**13,311,327**	**16,423,000**	3,111,673	23%
EXPENDITURES					
Operating Departments					
FINANCE - PARKING PAYMENT SERVICES	106,481	112,582	112,582		
PARKING OPERATIONS	4,106,051	4,182,792	4,840,475		
PARKING FACILITIES	1,613,152	2,109,249	2,174,249		
PUBLIC WORKS	123,980	112,492	121,394		
TOTAL OPERATING DEPARTMENTS	**5,949,664**	**6,517,115**	**7,248,700**	731,585	11%
Non-Departmental					
DEPRECIATION	2,367,301	0	0		
DEBT SERVICE	1,251,043	3,066,385	3,068,886		
NON-DEPARTMENTAL/MISC.	(42,882)	5,000	5,000		
BAD DEBT / YEAR END ACCRUALS	13,523	0	0		
RESERVE	0	150,000	2,461,414		
TOTAL NON-DEPARTMENTAL	**3,588,985**	**3,221,385**	**5,535,300**	2,313,915	72%
TRANSFERS OUT					
TO GENERAL FUND	500,000	500,000	500,000		
TO CAPITAL IMPROVEMENTS	1,000,000	2,533,827	2,600,000		
TO RISK MANAGEMENT	120,000	120,000	120,000		
TO INTERNAL SERVICES	413,256	379,000	379,000		
TO PURCHASING	72,473	40,000	40,000		
TOTAL TRANSFERS	**2,105,729**	**3,572,827**	**3,639,000**	66,173	2%
TOTAL EXPENDITURES & TRANSFERS	**11,644,378**	**13,311,327**	**16,423,000**	3,111,673	23%

CITY OF COLUMBIA
HOSPITALITY TAX SUMMARY

	ACTUAL FY 24-25	ADOPTED FY 25/26	AMENDED FY 25/26	PROPOSED FY 26/27	Change In Budget Inc/(Dec)	Change %
REVENUES						
HOSPITALITY TAX	17,474,113	15,718,458	15,718,458	17,364,689	1,646,231	10.5%
FINES & LATE FEES	119,343	40,000	40,000	40,000	-	0.0%
INTEREST	227,928	87,261	87,261	84,978	(2,283)	-2.6%
TOTAL REVENUES	**17,821,384**	**15,845,719**	**15,845,719**	**17,489,667**	1,643,948	10.4%
TRANSFERS IN & OTHER FINANCING						
FM FUND BALANCE	-	848,332	2,248,112			
TOTAL REVENUE & TRANSFERS IN	**17,821,384**	**16,694,051**	**18,093,831**	**17,489,667**	(604,164)	-3.3%
EXPENDITURES						
HOSPITALITY TAX COMMITTEE ALLOCATIONS	**3,930,192**	**4,194,840**	**4,074,840**	**4,614,324**	539,484	13.2%
PRIOR YEAR CARRYFOWARDS			270,285		419,484	10.0%
LINE ITEM AGENCIES						
COLUMBIA MUSEUM OF ART	1,000,000	1,200,000	1,200,000			
COLUMBIA MUSIC FESTIVAL ASSOC.	260,000	260,000	260,000			
EdVENTURE	405,079	550,000	644,921			
HISTORIC COLUMBIA FOUNDATION	775,000	800,000	800,000			
HCF COLUMBIA 63 OUR STORY MATTERS	225,000	250,000	250,000			
ONE COLUMBIA	100,000	110,000	112,500			
TOTAL LINE ITEM AGENCIES	**2,765,079**	**3,170,000**	**3,267,421**	**3,235,000**	(32,421)	-1.0%
allocations)						
BLACK EXPO	30,000		80,000			
CAROLINA MARATHON ASSOCIATION	7,000					
CITY CENTER PARTNERSHIP	100,000	100,000	100,000			
CONVENTION CENTER & VISITOR BUREAU			150,000			
FIVE POINTS ASSOCIATION		-	150,000			
IVY HERITAGE FOUNDATION		-	15,000			
PARKS & RECREATION FOUNDATION	67,280	75,000	114,884	75,000		
COLUMBIA STREAMS ART	50,000	150,000	200,000			
HISTORIC COLUMBIA - Community Engagement Center	-		125,000			
BULL STREET FEST	-	-	50,000			
KOGER CENTER FOR THE ARTS			20,000			
SC HIGH SCHOOL FOOTBALL LEAGUE			25,000			
SALLY R. BRASLEY FOUNDATION	-		30,000			
RIVER ALLIANCE	70,000	70,000	70,000	70,000		
SPORTS COUNCIL/KORN FERRY - PGA TOUR	-		250,000			
TRUSTUS - CAPITAL PROJECT - 3-year commitment (FY 26, 27 & 2	-	100,000	100,000	100,000		
TOTAL OTHER ALLOCATIONS	**324,280**	**745,000**	**1,479,884**	**245,000**	(1,234,884)	-83.4%
SPECIAL PROJECTS						
POLICE - *FY 25/26 Mounted Patrol upfit*		80,000	80,000			
PUBLIC WORKS HOLIDAY DECORATIONS			25,000	25,000		
INVESTMENT FEES	3,106		-			
MARKETING & PROMOTIONS	96,035	200,000	200,000	100,000		
SPECIAL EVENT - BARRIER RENTALS			32,190			
RESERVE		1,416,832	501,832	2,378,152		
SPECIAL PROJECTS	**99,141**	**1,696,832**	**839,022**	**2,503,152**		
TRANSFERS OUT						
TO GEN. FUND	4,800,000	4,800,000	4,800,000	4,800,000		
TO DEBT SERVICE	2,538,613	2,087,379	2,087,379	2,092,191	4,812	
TO CAPITAL PROJECTS	2,225,000		1,275,000			
TOTAL TRANSFERS OUT	**9,563,613**	**6,887,379**	**8,162,379**	**6,892,191**	(1,270,188)	-15.6%
TOTAL EXPENDITURES & TRANSFERS OUT	**16,682,305**	**16,694,051**	**18,093,831**	**17,489,667**	(604,164)	-3.3%

CITY OF COLUMBIA
ACCOMMODATIONS TAX
(STATE ACCOMMODATIONS TAX)

	ACTUAL FY 24/25	ADOPTED FY 25/26	PROPOSED FY 26/27	Change In Budget Inc/(Dec)	Change %
REVENUES					
ACCOMMODATIONS TAX	3,978,600	3,793,041	3,871,410	78,369	2.1%
INTEREST EARNINGS	91,346	48,542	42,551	(5,991)	-12.3%
TOTAL REVENUES	**4,069,946**	**3,841,583**	**3,913,961**	72,378	1.9%
TRANSFERS IN					
FROM FUND BALANCE	-	650,000			
TOTAL REVENUE & TRANSFERS IN	**4,069,946**	**4,491,583**	**3,913,961**	(577,622)	-12.9%
EXPENDITURES					
ACCOMMODATIONS TAX ALLOCATIONS					
CONVENTION & VISITORS BUREAU	2,086,650	2,338,632	2,398,596		
LAKE MURRAY TOURISM	500,585	412,700	423,282		
COLA ADVERTISING & PROMOTION - 30%		50,000			
COMMITTEE ALLOCATIONS (60%/35%)	**2,587,235**	**2,801,332**	**2,821,878**	20,546	0.7%
5% GENERAL PURPOSE		41,829	179,448		
COMMITTEE & OTHER EXPENSES	67,162	15,000	15,000		
COLUMBIA COUNCIL OF NEIGBORHOODS	12,000	20,000			
COLUMBIA URBAN LEAGUE		40,000			
RICHLAND COUNTY PUBLIC ED. PARTNERS		25,000			
HOMELESS NO MORE	10,000				
VISTA POA	49,000	49,000			
GENERAL ALLOCATIONS (5%)	**138,162**	**190,829**	**194,448**	3,619	1.9%
TOTAL EXPENDITURES	**2,725,397**	**2,992,161**	**3,016,326**	24,165	0.8%
TRANSFERS OUT					
TO GENERAL FUND	25,000	25,000	25,000		
TO CAPITAL PROJECTS	156,637	600,000			
TO DEBT SERVICE	872,894	874,422	872,635		
TOTAL OTHER FUNDS	**1,054,531**	**1,499,422**	**897,635**	(601,787)	-40.1%
TOTAL EXPENDITURES & TRANSFERS	**3,779,928**	**4,491,583**	**3,913,961**	**(577,622)**	-12.9%

CITY OF COLUMBIA
TOURISM DEVELOPMENT FEE
(LOCAL ACCOMMODATIONS TAX)

	ACTUAL FY 24/25	AMENDED FY 25/26	PROPOSED FY 26/27	Change In Budget Inc/(Dec)	Change %
REVENUE					
Tourism Development Fee	6,490,274	5,182,540	5,903,116	720,576	14%
Interest	193,998	90,296	94,709	4,413	5%
TOTAL REVENUE	**6,684,272**	**5,272,836**	**5,997,825**	724,989	14%
TRANSFERS IN & OTHER FINANCING					
From Fund Balance	-	478,870			
TOTAL REVENUE & TRANSFERS IN	**6,684,272**	**5,751,706**	**5,997,825**	246,119	4%
EXPENDITURES					
Marketing & Promotions	338,264	200,000	50,000		
Professional Services	11,520				
Convention Center	3,000,000	3,228,870			
Expenses	2,643				
MBLG - River Alliance 3RVRS Branding		87,000	33,000		
Reserve/Allocations To Be Deteremined		611,414	4,042,190		
TOTAL EXPENDITURES	**3,352,427**	**4,127,284**	**4,125,190**	(2,094)	0%
TRANSERS AND OTHER USES					
Debt Service	872,894	874,422	872,635		
Transfer to General Fund		750,000	1,000,000		
TOTAL TRANSFERS OUT	**872,894**	**1,624,422**	**1,872,635**	248,213	15%
TOTAL EXPENDITURES & TRANSFERS OUT	**4,225,321**	**5,751,706**	**5,997,825**	246,119	4%

CITY OF COLUMBIA
LIQUOR PERMIT REBATE

	ACTUAL FY 24/25	AMENDED BUDGET FY 25/26	PROPOSED FY 26/27	Change in Budget Inc/(Dec)	% Change
REVENUES					
LIQUOR R REBATE	440,420	426,256	437,081	10,825	3%
INTEREST INCOME	18,117	7,908	8,470	562	7%
TOTAL REVENUES	**458,537**	**434,164**	**445,551**	**11,387**	**3%**
TRANSFERS IN					
FM FUND BALANCE		100,000	-		
TOTAL REVENUE & TRANSFERS IN	**458,537**	**534,164**	**445,551**	**(88,613)**	**-17%**
EXPENDITURES					
HISTORIC COLUMBIA FOUNDATION	-				
COLUMBIA MUSIC FESTIVAL	100,000				
GEMINI STUDIOS UPFIT	-				
TOWN THEATRE	100,000				
MISC. EXPENSES	247				
RESERVE FOR FUTURE ALLOCATION	-	534,164	445,551		
TOTAL EXPENDITURES	**200,247**	**534,164**	**445,551**		
TRANSFERS OUT					
TO CAPITAL PROJECTS		-			
TOTAL TRANSFERS OUT	0				
TOTAL EXPENDITUREES & TRANSFERS OUT	**200,247**	**534,164**	**445,551**	**(88,613)**	**-17%**

Fiscal Year 2026/2027
Proposed Budget
Public Hearing

Capital Improvement Program

FY26-27 Proposed Water CIP					
Project Number	Project Name	Type of Improvement	Consent Decree Related	Council District(s)	FY26-27 Plan (Year 1)
WM4323	Unforeseen Projects	Other	N/A	System-Wide	$ 2,000,000
WM470101	AMI Meter Changeouts	Other	N/A	System-Wide	$ 1,000,000
WM475301	Fire Hydrant Replacements	Other	N/A	System-Wide	$ 1,500,000
		Total Other			$ 4,500,000
WM3358	Pay Difference Agreements Various Subdivisions (Annual)	System Expansion	N/A	System-Wide	$ 200,000
WM414101	Harden Street BPS Improvements	System Expansion	N/A	2	$ 1,100,000
WM484401	Pontiac Pump Station Rehabilitation - Phase 1	System Expansion	N/A		$ 300,000
WM486501	Free Hope PRV Site	System Expansion	N/A	Outside	$ 500,000
WM487801	Arabella Springs Memorandum of Agreement Offsite Water Main Expansion Project	System Expansion	N/A		$ 2,500,000
		Total System Expansion			$ 4,600,000
WM3355	Utility Conflicts (Annual)	Utility Relocation	N/A	System-Wide	$ 1,000,000
		Total Utility Relocation			$ 1,000,000
WM483001	Columbia Canal WTP Filter Rehabilitation and Lake Murray WTP Electrical Upgrades	Water Plant	N/A	2	$ 11,300,000
WM487301	Lake Murray and Canal WTP Miscellaneous	Water Plant	N/A		$ 500,000
WM489401	Canal Medium Voltage Upgrades	Water Plant	N/A		$ 1,500,000
WM489501	WTP Filter Valve Upgrade Project - Phase 1	Water Plant	N/A		$ 1,000,000
		Total Water Plant			$ 14,300,000
WM3001	Water Quality Projects City Wide (Services & 2-inch water line replacement) (Annual)	Water Quality	N/A	System-Wide	$ 2,000,000
WM391203	Shandon Area Waterline Replacement - Devine Street	Water Quality	N/A	2, 3	$ 3,500,000
WM457201	Wildewood Downs Improvement - Renew Water Mains	Water Quality	N/A	Outside	$ 1,000,000
WM479501	Seven Oaks Water Quality Improvements	Water Quality	N/A	Outside	$ 500,000
WM485801	Broad River Water Main Upgrade - Marley to St. Andrews	Water Quality	N/A	1, Outside	$ 1,000,000
		Total Water Quality			$ 8,000,000
		Total Water CIP			$ 32,400,000
FY26-27 Proposed Wastewater CIP					
Project Number	Project Name	Type of Improvement	Consent Decree Related	Council District(s)	FY26-27 Plan (Year 1)
SS756201	Gills Creek Relief Sewer Phase 1	Capacity	Yes	3	$ 24,000,000
		Total Capacity			$ 24,000,000
SS7286	CE Projects not yet Defined	Other	No	System-Wide	$ 2,000,000
SS7288	Unforeseen & Miscellaneous Projects	Other	No	System-Wide	$ 2,000,000
SS7644	Consent Decree and CIP Management Services	Other	Yes	System-Wide	$ 3,800,000
		Total Other			$ 7,800,000
SS6786	Annual Gravity Sewer MH Lining and Replacement	Rehab	Yes	System-Wide	$ 2,100,000
SS6966	Annual Rehab on lines less than 15"	Rehab	Yes	System-Wide	$ 8,500,000
SS753903	Major Sewer Pipe Rehabilitation Spray Applied Geopolymer	Rehab	Yes	2, 3	$ 13,000,000
SS765501	Shady Lane Force Main Extension	Rehab	No	4	$ 900,000
SS765701	Colonial Life Force Main Replacement	Rehab	Yes	2	$ 1,800,000
SS767201	CCO3 Engineer-Led Find and Fix	Rehab	Yes	1, Outside	$ 1,000,000
SS767301	Saluda River Force Main Inspection	Rehab	Yes	Outside	$ 1,000,000
		Total Rehab			$ 28,300,000
SS7622	Miscellaneous WWTP Improvements	WWTP	No	System-Wide	$ 500,000
		Total WWTP			$ 500,000
		Total Wastewater CIP			$ 60,600,000
		Total Water & Wastewater CIP			$ 93,000,000
FY 26-27 Proposed Stormwater CIP					
Project Number	Project Name	Type of Improvement		Council District(s)	FY 26-27 Plan (Year 1)
SD845001	Program Management, System Inventory Data Collection	Program Management, System Inventory Data Collection		1,2,3,4	$ 1,250,000
SD850304	Saluda Bypass	Flood reduction		2,3	$ 2,250,000
SD850305	Whaley at Main and Railroad	Flood reduction		1,3	$ 2,000,000
SD854601	Asset Management Derived CIPs - Downtown	Pipe Rehabilitation		3	$ 500,000
					$ 6,000,000
FY26-27 Proposed Parking CIP					
Project Number	Project Name	Type of Improvement		Council District(s)	FY 26-27 Plan (Year 1)
PGXXXX	Parking Facility - Gate Replacement	Facility Improvements		2	$2,000,000
PGXXXX	Parking Facility - Cameras	Facility Improvements		2	$500,000
PGXXXX	Parking Facility - Lighting	Facility Improvements		2	$100,000
					$ 2,600,000

Meeting Date:	**June 9, 2026**
Department:	**Legal**
From:	**Clint Shealy, Assistant City Manager**

Ordinance No.: 2026-041 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-144, Special Water Service Fees, Sec. 23-145, Installation of water meters and cross connection control devices, Sec. 23-146, Fire hydrant, fire protection and sprinkler systems charges, Sec. 23-147, Installation of water meters serving fire protection sprinkler systems, Sec. 23-148, Sewer tapping fees

Background Summary:

Attachments:

1. 2026-041 - Utility Fee Update 050526 tearsheet
2. 2026-041 - amending Chapter 23 utilities and engineering (combined)

Utility Fee Updates

COC Utility Fee Revisions

Overview:

Columbia Water continues to review current practices and improve efficiencies while providing water and sewer rate payers with best in class services at the lowest costs. As part of this practice, Columbia Water proposes the below adjustment to fees on standard services to pass costs to the end user of the service rather than have the utility absorb these increasing costs. In addition, several new fees are proposed to assist the City in the review process for new developments within the utility service area.

New Fees:

There are an increasing number of new private developments requiring a wastewater pump station to service the project. The City has calculated the costs related to the review of these new pump stations and proposes a fee of $2,500 to cover the costs.

Related to wastewater review, the City is required to model new wastewater demands from new developments that are 4,000 gallons per day average daily flow or greater. To help cover wastewater modeling time, the City proposes a review fee of $60.

Meter Curb Stop Replacement: $100 for ¾" and $150 for 1" (Cost of materials plus 20% and 2 Hours City Labor Time)

3" Meter: $8,490.00 (Cost of materials plus 20% and 2 Hours City Labor Time) For Replacement Only

Installation of Fire Hydrant or Relocation of Fire Hydrant farther than 15 feet: $4,100 (Material and Labor)

Non-Standard Installation of Water or Sewer Service: Costs for water or sewer taps that fall within one of the categories outlined in the SCDOT July 9, 2025 letter regarding newly resurfaced roads will be quoted separately at the time of the service request.

> SCDOT Newly Resurfaced Roads classified as: Secondary Routes <1,000 ADT within last 3 years Secondary Routes > 1,000 ADT within last 4 years. Primary Routes within last 5 years. Restoration to include 2-inches milled, 25-feet each side of cut and resurface.
>
> SCDOT Primary Routes: ADT> 5,000 vehicles. Restoration to include full lane width milled and resurfaced 12.5' on either side of the outer edge of the cut.
>
> SCDOT Contact to determine classification: Saeid Delshad Sisi sisisd@scdot.org 803-873-4791

Updated Fees:

Updated fees are proposed to cover City costs:

New Fire Hydrant Meter Fee: $1,500 (material cost: $1,247.83)

1" Meter, End Point and Meter Box: $600 (Cost of materials plus 20% and 2 Hours City Labor Time)

5/8" Meter, End Point and Meter Box: $420 (Cost of materials plus 20% and 2 Hours City Labor Time)

4" Meter: $3,161 6" Meter: $4,210 8" Meter: $5,967 10" Meter: $22,000 12" Meter: $27,000 (Material Cost, Installed by Owner/Developer)

Hydrant Flow Test: $250 (Cover City Labor Time)

ORDINANCE NO.: 2026-041

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-144, Special Water Service Fees, Sec. 23-145, Installation of water meters and cross connection control devices, Sec. 23-146, Fire hydrant, fire protection and sprinkler systems charges, Sec. 23-147, Installation of water meters serving fire protection sprinkler systems, Sec. 23-148, Sewer tapping fees

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 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-144, Special Water Service Fees, Sec. 23-145, Installation of water meters and cross connection control devices, Sec. 23-146, Fire hydrant, fire protection and sprinkler systems charges, Sec. 23-147, Installation of water meters serving fire protection sprinkler systems, Sec. 23-148, Sewer tapping fees is amended to read as follows:

Article V. - Water and Sewer Rates

Sec. 23-144. – Special water and sewer service fees.

(e) Installation of fire hydrant meter. A fee of ~~$1,000.00~~ **1,500.00** will be charged for installing all fire hydrant meters. No connection to a fire hydrant shall be made by any person other than an authorized employee of the city except through a permitted fire hydrant meter. If hydrant meter is returned undamaged within three years, the applicant is eligible to receive a credit up to $700.00.

(k) Fees associated with meters.

1. Meter Test: One test every 3 years at the customer's request. Over one test within 3 years, the following fees will be charged:
   a. $100 for 3/4" meter
   b. $200 for 1"-2" meter
   c. No charge if testing results indicate inaccurate meter reading in accordance with industry standards.
2. Meter Replacement:
   a. ~~$300~~ **600** for ~~¾"~~ 1 " **water** meter ~~at customer request if meter is functioning properly~~ **and end point and meter box with lid**
   b. **$420.00 for 5/8" water meter and end point and meter box with lid**
3. Lock Meter: $40 fee will be charged for locking meter or lock replacement.
4. **Meter Curb Stop Replacement: $100.00 for ¾" and $150.00 for 1"**

(l) Utility review fee: A fee of $250.00 shall be charged for review of water and sewer plans. Any complete redesign submittals for the same site shall be charged $250.00.

(m) New Development Pump Station Review: A fee of $2,500.00 shall be charged for review of a new pump station design.

LEGAL DEPARTMENT DRAFT

(n) Sewer Capacity Review Fee: A fee of $60 shall be charged for a capacity analysis for discharge requests 4,000 gpd average daily flow or greater.

(Code 1979, § 5-4002; Ord. No. 2002-061, 8-21-02; Ord. No. 2008-005, 1-23-08; Ord. No. 2020-072, 9-15-20; Ord. No. 2021-042, 5-18-21)

Section 23-145.- Installation of water meters and cross connection control devices.

(a) Water meters.

(1) Charges for water meter installation shall be:

Meter Size (inches)	Installed by City Forces	Developer/Owner Installed
¾	$2,512.00	$1,062.00
1	**$**3,468.00	**$**2,018.00
1½	**$**4,350.00	**$**2,900.00
2	**$**8,490.00	**$**7,040.00
3	**$8,490.00**	**n/a**
4	**n/a**	**$3,161.00**
6	**n/a**	**$4,210.00**
8	**n/a**	**$5,967.00**
10	**n/a**	**$22,000.00**
12	**n/a**	**$27,000.00**

(2) Water meter boxes for meters four inches and larger shall be site-constructed to city specifications by the owner's contractor at the owner's expense.

(3) Separate meters for exterior surface irrigation without sewer service charges may be permitted for any property served by regular potable water service.

(4) It shall be unlawful for any person to use water through a water meter installed for irrigation for any purpose other than outside surface irrigation. Violation of this subsection shall result in immediate summary forfeiture of the irrigation meter and tap, in addition to penalties provided by this Code.

(5) The water meter installation fees for temporary construction meters shall be those specified in this section for permanent service of the same size. When the temporary construction meter is adequate to provide the permanent service desired, it may be converted to permanent service without payment of additional meter fees upon approval of the director of utilities and engineering. Such approval shall not be withheld when all other city requirements have been met.

(6) Non-residential water meters other than irrigation meters are subject to water and sewer charges in the city's sewer service area where sewer is available and provided to the property unless it is illustrated and proven to the city engineer and/or the director of engineering that under no circumstance can the water provided through the meter discharge into the sanitary sewer system.

(7) Non-Standard Installation: Costs for water taps that fall within one of the categories outlined in the SCDOT July 9, 2025 letter regarding newly resurfaced roads will be quoted separately at the time of the tap request.

LEGAL DEPARTMENT DRAFT

(Code 1979, § 5-4003; Ord. No. 2000-034, 6-21-00; Ord. No. 2006-048, 11-15-06; Ord. No. 2006-109, 5-16-07; Ord. No. 2017-063, 8-1-17; Ord. No. 2023-117, 10-17-23)

Section 23-146.- Fire hydrant, fire protection and sprinkler systems charges.

(f) A fee of ~~$175.00~~ **250.00** shall be charged for each fire hydrant flow test made by the city engineer upon private application.

(g) Out-of-city customers in any county shall pay a fire protection charge as follows:

	Current	**Proposed**
(1) Residential	$2.00	**$5.00**
(2) Residential, multi-unit (served by one meter):		
a. First unit	$2.00	**$5.00**
b. Each additional unit	$1.50	**$4.50**
(3) Small business	$2.50	**$5.50**
(4) Commercial	$4.50	**$7.50**
(5) Heavy commercial or light industry	$8.50	**$11.50**
(6) Industry	$11.00	**$14.00**

(h) A fee of $4,100.00 shall be charged for a fire hydrant installation or a relocation of a hydrant if greater than 15 feet distance.

(Code 1979, § 5-4006; Ord. No. 2012-050, 6-26-12; Ord. No. 2012-103, 2-5-13; Ord. No. 2012-103, 2-5-13; Ord. No. 2015-054, 9-1-2015; Ord. No. 2019-055, 7-16-19; Ord. No. 2023-067, 6-20-23; Ord. No. 2015-054, 9-1-15)

Sec. 23-147. - Installation of water meters serving fire protection sprinkler systems.

a. Water meters serving fire protection sprinkler systems. Applicant shall be responsible for all costs of installation and materials, including cost of making connection to the main, cutting and repairing pavement, and restoration required to install a water meter to serve a fire protection sprinkler system. Water meters to serve fire protection sprinkler systems shall be purchased from the City of Columbia water division.

b. Charges for water meters serving fire protection sprinkler systems shall be ~~the city's cost of the meter times 1.15.~~ **as listed in 23-145 (a).**

c. Water meters serving fire protection sprinkler systems shall be installed in a separate vault meeting current City of Columbia design regulations. Installation shall be by a city approved contractor hired by the owner at the owner's expense. A list of approved contractors shall be provided by the utilities and engineering department. Installation shall include, but not be limited to, city approved backflow device and necessary isolation valves. Plans shall be approved by the utilities and engineering department prior to the purchase and installation of a water meter to serve a fire protection sprinkler system. Installation of a water meter to serve a fire protection sprinkler system, including service and connection, must be coordinated with the City of Columbia inspector and approved prior to operation.

LEGAL DEPARTMENT DRAFT

(Ord. No. 2008-040, 6-18-08)

Section 23-148.- Sewer tapping fees.

(a) Tapping charges for sewer connections shall be:
  (1) Taps installed by developer/owner: $300.00 for each tap constructed.
  (2) Taps installed by city forces: $1,300.00 for each tap constructed.
  (3) Non-Standard Installation: Costs for sewer taps that fall within one of the categories outlined in the SCDOT July 9, 2025 letter regarding newly resurfaced roads will be quoted separately at the time of the tap request.

(Code 1979, § 5-4004; Ord. No. 97-57, 9-17-97; Ord. No. 2006-049, 11-15-06; Ord. No. 2015-013, 2-10-15; Ord. No. 2023-117, 10-17-23)

Requested by:

Clint Shealy, Assistant City Manager

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Meeting Date: **June 9, 2026**

Department: **Procurement and Contracts**

From: **Shannon Lizewski, Director**

Council is asked to approve the Purchase of Laptops, Havis Vehicle Docks, Laptop Equipment and Warranties for the Columbia Police Department, as requested by the Fleet Services Division on May 18, 2026. Award to PCN Strategies, Inc., using the Sourcewell Contract in the amount of $56,879.42. This vendor is located in Washington, DC.

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is $56,879.42.

Background Summary: Sourcewell Contract #090122-GET
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. May 28 2026 Council Memo - Fleet Services Item 4
2. Sourcewell Contract #090122-GET
3. PCN Strategies Quote

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: May 28, 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.	11 – Laptops, Havis vehicle Dock and Laptop Equipment and Warranties	Police Department	$56,879.42	Capital Replacement Program FY 2025-2026
Total Amount: $56,879.42				

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.

Sourcewell

Getac

Law enforcement equipment

#090122-GET

Maturity Date: 11/7/2026

Website: sourcewell.getac.us

Documents

Products & Services

Sourcewell contract 090122-GET gives access to the following types of goods and services:

- Rugged computers, rugged laptops, rugged tablets
- Body-worn camera, body-camera, BWC
- Rugged computing accessories, peripherals
- Custom software solutions
- In-car video, interview room video, ICC, IVC
- Evidence and enterprise management, EVM
- Custom software solutions, cloud storage
- Custom imaging solutions
- Independently certified MIL-STD 81G or MIL-STD-461G
- Digital video recorder, DVR

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

Username

Password

Password

Log In

Forgot username or password?

Setup Buy Sourcewell access

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

General Contracts

PCN Strategies, Inc.
1420 K Street NW Suite 600
Washington, District of Columbia 20005
United States

Quotation (Open)
Quote # : 1023409 1 rev of 1
Modified Date: Apr 21, 2026 04:10 PM CDT
Description: 11 V120

Account Manager: Steve Crockett 202-480-4604
Email: steve.c@pcnstrategies.com
Government Contract: Sourcewell - Sourcewell

Customer Contact
Bates, Frieda
fbates@columbiasc.gov;
procurement@columbiasc.gov
(P) 803-737-4216

Customer
City of Columbia (SO3968)
Bates, Frieda
1401 Main Street
Columbia,, SC 29201
United States
(P) 803-737-4216
(F) 803-737-4228

Bill To
City of Columbia
Bates, Frieda
1401 Main Street
Columbia,, SC 29201
United States
(P) 803-737-4216
(F) 803-737-4228

Ship To
City of Columbia
Bates, Frieda
1401 Main Street
Columbia,, SC 29201
United States
(P) 803-737-4216
(F) 803-737-4228

Customer PO:	**Terms:** Undefined	**Ship Via:** FedEx Ground
Special Instructions: REFERENCE SOURCEWELL CONTRACT #090122-GET		**Carrier Account #:**

#	Description	Part #	Tax	List Price	% off List	Qty	Unit Price	Total
1	V120, 12.2" laptop	VV1P2PEABDCX (15001154)	Yes	$4,449.00	26.12%	11	$3,287.00	$36,157.00
	Note: V120 - Ultra 5 225H, 12.2"+Hello Cam., Win11+16GB+TAA, 256GB PCIe SSD, SR(WUXGA LCD+TS)+Stylus, US KBD + US Power Cord, Backlit KBD, WIFI+BT, Standard Batteries (2-pack) + Hard Handle + Large Bumper, 3 Year B2B Warranty							
2	Bumper to Bumper + Extended Warranty- Notebook, Tablet(Year 4 & 5)	GE-SVTBNFX5Y (4166448)	Yes	$599.00	6.21%	11	$561.83	$6,180.13
3	V110 Havis Vehicle Dock & Replication with screen stiffener (Black) (DC power adaptor sold separately)	GDVNHL (5094917)	Yes	$1,132.00	31.27%	11	$778.00	$8,558.00
4	LIND 12-32V DC vehicle adapter/charger	GAD4L1 (4067866)	Yes	$170.00	5.29%	11	$161.00	$1,771.00

REFERENCE SOURCEWELL CONTRACT #090122-GET

*These items are custom built and are not returnable once ordered.

Subtotal:	**$52,666.13**
Tax (.0000%):	$0.00
Shipping:	$0.00
Total:	**$52,666.13**
(List Price:	*$69,850.00)*

Meeting Date:	**June 9, 2026**
Department:	**Procurement and Contracts**
From:	**Shannon Lizewski, Director**

Council is asked to approve the Purchase of One (1) 2026 Chevrolet Colorado Crew Cab Truck, and One (1) 2026 Chevrolet Silverado Crew Cab Truck for the Lake Murray Water Treatment Plant, as requested by the Fleet Services Division on May 5, 2026. Award to COS Chevrolet, LLC, dba Hendrick Chevrolet, using the South Carolina State Contract in the amount of $87,823.56. This vendor is located in Columbia, SC.

Funding Source: Utilities Lake Murray Water Plant — Auto, Trucks, Heavy Equipment-Capital (5516207-658500). The original budget amount is $87,823.56.

Background Summary: South Carolina State Contract #4400037566
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. May 28 2026 Council Memo - Fleet Services Item 5
2. Vehicle Request Lake Murray Memo Letter
3. 2026 Chevrolet Silverado Crew Truck
4. 2026 Chevrolet Colorado Crew Cab Truck

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: May 28, 2026

SUBJECT: Recommendation for Approval for Purchase of vehicles for the City of Columbia Lake Murray Water Treatment Plant 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 Lake Murray Water Treatment Plant as requested by the Fleet Services Division.

Item	Vehicle	Department	Price	Funding Source
a.	1 – 2026 Chevrolet Silverado 1500 4WD Crew Cab	Lake Murray Water Treatment Plant	$46,978.28	Department Capital Lake Murray Water Treatment Plant FY 2025-2026
b.	1 – 2026 Chevrolet Silverado 4WD Crew Cab with Knapheide Body and Crane Upfit	Metro Wastewater Treatment Plant	$40,845.28	Department Capital Lake Murray Water Treatment Plant FY 2025-2026
Total Amount: $87,823.56				

This purchase utilizes State Contract and cooperative purchase agreements for vehicles and equipment. Items (a and b) are vehicles and equipment that are a capital replacement and funded from the department's operating budget capital for FY25/26.

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

DATE: May 13, 2026

SUBJECT: New Vehicle Request – Lake Murray WTP

The Lake Murray Water Treatment Plant would like to formally propose the acquisition of Two (2) new vehicles to replace the aging 2016 Nissan Frontier and 2010 Ford F-150. Both trucks have experienced frequent breakdowns and require substantial maintenance to remain operational. The addition of these new vehicles would not only enhance staff safety with modern features but also ensure timely responses to call-outs, and minimizing the risk of operational disruptions.

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

100 PARKRIDGE DRIVE COLUMBIA,S.C. 29212

HENDRICK CHEVROLET COLUMBIA

803-513-5905

donald.lockhart@hendrickauto.com

STATE CONTRACT # 4400037566 FOR STATE OF S.C

2026 CHEVROLET SILVERADO CREW 4X4 WT

$46434.00 VEHICLE ONLY

WHITE EXTERIOR

EBONY VINYL INTERIOR

WORK TRUCK PACKAGE 4X4

5.3 V8 GAS ENGINE

10 SPEED AUTOMATIC TRANSMISSION

FRONT BENCH 40/20/40 WITH FOLD DOWN CENTER CONSOLE/ARMREST

2ND ROW SPLIT BENCH SEATS

STD CONTROL A/C

KEYLESS REMOTE ENTRY

PUSH BUTTON START

TILT WHEEL

POWER WINDOWS,LOCKS

POWER MIRRORS-HEATED

CRUISE CONTROL

7" AM/FM RADIO/BLUETOOTH

APPLECARPLAY AND ANDROID CAPABLE

REAR VISION CAMERA HD

REAR DEFOGGER

DEEP TINTED GLASS

LOCKING DIFFERENTIAL

SKID PLATES

TOW HOOKS

TRAILER HITCH AND WIRING

17" PAINTED STEEL WHEELS

17" ALL TERRAIN TIRES BW

FOLLOWING DISTANCE INDICATOR
AUTOMATIC EMERGENCY BRAKING
FORWARD COLLISION ALERT SENSOR

S.C.IMF FEE	$ 500.00.
DMV TEMP TAG TITLE	$ 41.00
TOTAL PER	$46975.00

DEPENDING ON TIME FRAME MAY HAVE TO ORDER

PAYMENTS MADE TO:
HENDRICK CHEVROLET COLUMBIA
100 PARKRIDGE DRIVE
COLUMBIA,S.C. 29212

100 PARKRIDGE DRIVE COLUMBIA,S.C. 29212

HENDRICK CHEVROLET COLUMBIA

803-513-5905

donald.lockhart@hendrickauto.com

2026 CHEVROLET COLORADO CREW CAB 4X4 WT

$40301.00 VEHICLE ONLY

WHITE EXTERIOR

EBONY CLOTH INTERIOR

2.7L TURBO GAS ENGINE

8 SPEED AUTOMATIC TRANSMISSION

STD CONTROL A/C

DEEP TINTED GLASS

POWER WINDOWS,LOCKS

POWER MIRRORS

REAR DEFOGGER

11” TOUCHSCREEN AM/FM STEREO

BLUETOOTH CAPABLE

REMOTE KEYLESS ENTRY

PUSH BUTTON START

REAR SLIDING BACK GLASS

REAR VISION CAMERA HD

CRUISE CONTROL

FRONT BUCKET SEATS-CLOTH

CENTER CONSOLE

POWER DRIVERS SEAT

2ND ROW SPLIT BENCH SEATS

CARPET FLOOR

ALL WEATHER FLOOR LINERS

STOWFLEX TAILGATE

LOCKING DIFFERENTIAL

TRAILER HITCH AND WIRING

INTEGRATED TRAILER BRAKE CONTROL
TRANSFER CASE SINGLE SPEED
ELECTRONIC AUTOTRAC 4X4 PUSH
BUTTON
INTELLIBEAM HEADLAMPS
18" BLACK ALUMINUM WHEELS
18" ALL SEASON TIRES
AUTOMATIC EMERGENCY BRAKING
FORWARD COLLISION ALERT
FOLLOWING DISTANCE INDICATOR

SC IMF FEE		$ 500.00
SC DMV TEMP/TITLE		$ 41.00
TOTAL	EACH	$40842.00

PRICING GOOD ONLY AS LONG AS
AVAILABLE TO ORDER;

PAYMENTS TO BE SENT TO:

HENDRICK CHEVROLET COLUMBIA
100 PARKRIDGE DRIVE
COLUMBIA,S.C. 29212

Meeting Date:	**June 9, 2026**
Department:	**Procurement and Contracts**
From:	**Shannon Lizewski, Director**

Council is asked to approve the Purchase of Firearms, as requested by the Columbia Police Department on April 28, 2026. Award to AmChar Wholesale, Inc., using the South Carolina State Contract in the amount of $139,943.42. This vendor is located in Rochester, NY.

Funding Source: Police Administrative Services - Weapons and Firearms (1012402-624500). The original budget amount is $139,943.42.

Background Summary: South Carolina State Contract #4400033912
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. Amchar Council Memo
2. Amchar Wholesale 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:	May 12, 2026
Re:	AmChar Wholesale – R240307

The Police Department respectfully requests your review and approval for R240307 – AmChar Wholesale In the amount of $139,943.42 for 186 Glock Gen6 weapons as part of the gun transition for the Police Department. This will be funded out of 1012402-624500.

AMCHAR WHOLESALE INC.
WWW.AMCHAR.COM 800-333-0695

Quotation

DATE 4/23/2026
Quotation # ROH1996

Corporate Address:
100 Airpark Drive
Rochester, NY 14624
Phone: 800-333-0695 EXT 144
Fax: 910-399-7373 ATTN: Ryan O. Hurst
Email: ryan.hurst@amchar.com

SC Contract 4400033912

Number of days Quote is Valid: 90
Quotation valid until: 7/22/2026

Quotation For:Columbia PD SC
Contact Name: Lt J Williams
Email:john.williams@columbiasc.gov
Phone:803 545-3240
Fax:

Prepared by: Ryan O. Hurst (ROH) Email: ryan.hurst@amchar.com

SALESPERSON	CUSTOMER ID	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
ROH				Your Dept	N30

QUANTITY	DESCRIPTION	UNIT PRICE	DISCOUNT	AMOUNT
186	GLOGLAWP64550B02DC8A6-GLOCK 45 G45 GEN6 ORS8 HGA 9M 4.0IN BBL GTBOF/GCR2 (BOTF/NTR) AIMPOINT COA BLACK 3 17RD MAGS	$844.80		$157,132.80
	TRADES			
	TRADES - Sig P320 9MM PRO TRADES - Upon receipt of the used handguns the agency will receive a creidt of $160 each. The total credit will be determined by the amount of trades received AmChar Wholesale Inc.			
	Current Expected Trade Value for 186 Sig P320 Pro's			-$29,760.00

	TRADES - Sig P320 mags 17rd 9mm & 10rd 45acp TRADES - Upon receipt of the used magazines the agency will receive a creidt of $8.00 each. The total credit will be determined by the amount of trades received AmChar Wholesale Inc.	
	TRADES - FN FNS 17rd Mags TRADES - Upon receipt of the used magazines the agency will receive a creidt of $5.00 each. The total credit will be determined by the amount of trades received AmChar Wholesale Inc.	$0.00
	Alll weapons must come with 3 magazines or there will be a $10.00 charge per missing magazine. All weapons must be in factory working order and have no rust unless previously stated and agreed to by AmChar.	$0.00

SUB TOTAL	$127,372.80
SHIPPING	
TAX	$12,570.62
TOTAL	$139,943.42

All Quotes subject to factory price stability and may change without notice.

Amchar Law Enforcement Sales – Firearms Trade In Policy

Effective Date 5/13/15

As part of our continued effort to assist Law Enforcement Departments in managing their budgets, Amchar Law Enforcement is pleased to provide trade in credit on used firearms and accessories to be applied towards the purchase of new product. Terms and conditions of trade in goods are as follows:

- Department/Agency must specify make, model and age of firearms.
- Firearms must in good working order, free of any mechanical defect and in condition appropriate for its age. Firearms must include all magazines and other accessories as specified in the quote. Weapons must also be rust free unless previously agreed upon by Amchar.
- Trade ins will be valued at the amount in the official written Amchar quote. Amchar will not honor any verbal or side agreements.
- Department/Agency should call their sales representative to make arrangements for trade ins to be returned to Amchar.
- Department/Agency is responsible for paying difference between value of new purchases and value of trades per terms of the invoice – typically 30 days after receipt of goods.
- Department/Agency must arrange for trade in product to be delivered to Amchar within 60 days of receipt of new product. After 60 days, Department/Agency is responsible for payment in full less credit for trades already received.
- After 60 days Amchar will purchase the balance of the used guns at the agreed upon trade in price for up to 1 year after delivery of new guns. Payment for used guns may be done via check or in the form of credit on account, at the discretion of the Department/Agency.

Meeting Date: **June 9, 2026**

Department: **Engineering**

From: **Dana Higgins, Director**

Council is asked to approve a Satellite Sewer System Agreement (SSSA) for the Scout Motors Project, as requested by Columbia Water. The SSSA allows for Scout Motors to operate and maintain their sewer system and discharge to the City's system for treatment.

Background Summary:

Attachments:

1. APPROVED - 26029058 - FInal SSSA Scout_Motors

Satellite Sewer System Agreement

Agreement between
The City of Columbia and
Scout Motors Inc.

This Agreement is made and entered into to be effective as of this ____ day of_____, 20__ (the "Effective Date"), by and between the City of Columbia, South Carolina, a municipal corporation organized and existing under the laws of the State of South Carolina ("Columbia") and **Scout Motors Inc., a Satellite Sewer System Owner ("Scout Motors" or "SSS Owner")** (hereinafter Columbia and **Scout Motors** jointly referred to as the "Parties").

WHEREAS, Columbia owns, operates and maintains a wastewater sewer system ("Columbia Sewer System") which includes a wastewater collection and transmission system ("Columbia WCTS") and a wastewater treatment plant located at 1200 Simmon Tree Lane, Columbia, South Carolina ("Metro WWTP"). The Metro WWTP is permitted to discharge treated wastewater pursuant to NPDES Permit No. SC0020940 ("City Permit") issued by the South Carolina Department of Health and Environmental Control ("SCDHEC"), now the South Carolina Department of Environmental Services ("SCDES"); and

WHEREAS, **Scout Motors intends to** own, operate and maintain a satellite sewer system as defined in S.C. Regulation 61-9.122.2 ("Satellite Sewer System") and will transmit wastewater collected in the Satellite Sewer System to the Columbia Sewer System for transmission to the Metro WWTP for treatment and discharge to waters of the State under the City Permit; and

WHEREAS, Scout Motors has agreed to construct, operate, and maintain, at no expense to Columbia, the necessary improvements for connecting to Columbia's Sewer System, including improvements required for compliance with the Industrial Pretreatment Permit ("IPP") to be issued to Scout Motors separately by Columbia; and

WHEREAS, one or more facilities located in the
Satellite Sewer System are/will be Industrial Users as defined by S.C. Regulation 61-9.403.3; and

WHEREAS, pursuant to S.C. Regulation 61-9.403, Columbia must implement and enforce a pretreatment program approved by SCDES to control discharges from all Industrial Users to the Metro WWTP, including Industrial Users in the Satellite Sewer System ("Approved Pretreatment Program").

NOW, THEREFORE, for and in consideration of the agreements and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

SERVICES AND FEES

1. Services Provided. Columbia shall issue to **Scout Motors** a permit authorizing the discharge of wastewater collected and transmitted in the Satellite Sewer System to the Columbia Sewer System for transmission to and treatment at the Metro WWTP. The terms of this Agreement shall be incorporated into the permit, and compliance with the terms of this Agreement shall be a permit condition. In addition to compliance with the terms and conditions of this Agreement, Scout Motors agrees to comply with all applicable rules, policies, regulations, resolutions, and ordinances of the City of Columbia relative to this service, including any related rules, policies, regulations, resolutions, and ordinances, which may from time to time be enacted, adopted, or revised by Columbia, in the future ("City Ordinances").

2. Fees. Columbia shall provide conveyance to the Metro WWTP for treatment at a volumetric wholesale rate as approved by City Council. The volumetric rate is subject to change based on Columbia's periodic rate adjustments. Columbia will bill the volumetric charges monthly based on the actual flow contributed by Scout Motors into the Columbia Sewer System during the most recent monthly billing period. Scout Motors shall also be subject such assessments/fees as may be established by the Industrial Pretreatment Permit (IPP) issued by Columbia.

ARTICLE II

TRANSMISSION AND TREATMENT CAPACITY

1. Capacity Assurance Program. Pursuant to the provisions of Columbia's current capacity program and the capacity certification requirements ("Capacity Assurance Program"), the following services for **Scout Motors'** customers must be approved by Columbia prior to **Scout Motors'** authorization to its customer for such service:

i. All new connections, whether from new or existing customers, to the Satellite Sewer System after the Effective Date ("New Connections"); and

ii. Proposed additional wastewater flow from a Current Connection ("Additional Flow").

Columbia's approval of New Connections and Additional Flow is subject only to limitations of the Capacity Assurance Program.

2. Treatment Capacity. In determining whether Columbia has adequate treatment capacity to approve New Connections or Additional Flow from the Satellite Sewer System, the Parties agree that Columbia will make such determination in accordance with the Capacity Assurance Program. On a monthly basis, **Scout Motors** will provide Columbia with a list of all New Connections and Additional Flow within the Satellite Sewer System.

3. Collection and Transmission Capacity. In determining whether Columbia has adequate collection and transmission capacity to approve New Connections or Additional Flow from the Satellite Sewer System, the Parties agree that Columbia will make such determination in accordance with the Capacity Assurance Program. If Columbia is unable to approve a New Connection or Additional Flow because of inadequate transmission capacity under the Capacity Assurance Program, Columbia will advise **Scout Motors** of system upgrades needed to satisfy capacity requirements.

4. Capacity Approval and Planning. The current capacity analysis and approval letter from Columbia is attached as Exhibit A. When wastewater flow from Scout Motors reaches eighty (80%) percent of the approved flows in Exhibit A, Scout Motors shall enter discussion with Columbia to initiate request and/or planning for future flows in excess 100% of the approved flows as may be applicable.

ARTICLE III

MANAGEMENT, OPERATION AND MAINTENANCE

1. Operation and Maintenance of the Columbia Sewer System. Columbia shall be solely responsible for all operating and maintenance obligations for the Columbia Sewer System and for compliance with the City Permit. Columbia shall be solely responsible for all capital improvements to the Columbia Sewer System, except that when additional flows requested by Scout Motors will exceed the allowable CAP, Columbia may require a capital contribution by Scout Motors toward any required improvements to the Columbia Sewer System.

2. Operation and Maintenance of the Satellite Sewer System. **Scout Motors** shall be solely responsible for all operating and maintenance obligations for the Satellite Sewer System and for compliance with any permits issued by SCDES for the operation of the Satellite Sewer System. **Scout Motors** shall be solely responsible for all capital improvements to the Satellite Sewer System.

3. Fats, Oils, and Grease Program ("FOG Program"). Scout Motors shall at all times comply with Columbia's FOG program under utilities engineering regulations 29 and 30.

4. Infiltration and Inflow Control Program. **Scout Motors** shall manage, operate and maintain the Satellite Sewer System so as to minimize peak flows into the Columbia Sewer System by excluding, to the maximum reasonable extent, the infiltration and inflow of surface and ground water and other extraneous flows into the Satellite Sewer System. Within 180 days of the Effective Date, **Scout Motors** shall engage a third-party consultant to develop and submit for Columbia's approval the operating procedures that will be undertaken during the term of this Agreement to control, to the maximum reasonable extent, the infiltration and inflow of extraneous flows into the Satellite Sewer System ("I/I Control Program"). Upon Columbia's approval, **Scout Motors** will implement the I/I Control Program and will provide Columbia with an annual report on the actions taken by **Scout Motors** to implement the I/I Control Program. Failure to implement the approved I/I Control Program shall be grounds for termination of this Agreement pursuant to Paragraph 5 of Article VI below.

5. Peak Flow Limitations. Where Columbia reasonably determines that flows originating or transmitted through the Satellite Sewer System to the Columbia Sewer System are or can reasonably be expected to cause or contribute to (1) a sanitary sewer overflow in the Columbia Sewer System, (2) a condition resulting in flows exceeding the pumping capacity of a Columbia Sewer System pump station, and/or (3) a violation of the City Permit, Columbia may impose peak flow limitations upon the Satellite Sewer System as Columbia determines are reasonably necessary to avoid such condition.

6. SCDES Permits. The Parties acknowledge and agree that this Agreement does not impute to Columbia the responsibility for enforcement of any SCDES permit issued to **Scout Motors** or for management and oversight of the Satellite Sewer System, and by entering into this Agreement, Columbia assumes no liability for **Scout Motors'** failure to operate and maintain the Satellite Sewer System in compliance with any permit issued to **Scout Motors** by SCDES or any other governmental authority for operation of the Satellite Sewer System.

ARTICLE IV

FLOW METERING

1. Flow Meters. Scout Motors shall be solely responsible for the procurement, installation, operation, and maintenance of flow meter(s) required under this agreement.

2. Calibration. At least once per calendar year, the metering stations as provided for in Paragraph 1 of this Article shall be calibrated both hydraulically and electronically by a qualified third-party entity engaged by Scout Motors. Calibration of the metering stations shall be at the sole expense of Scout Motors.

3. Reporting. Scout Motors agrees to make available all flow metering data to **Columbia in accordance with the IPP.**.

ARTICLE V

PRETREATMENT

1. Industrial Users within Satellite Sewer System. Any Industrial User (as defined by S.C. Regulation 61-9.403.3) within the service area boundaries of **Scout Motors** must have a permit from Columbia prior to discharge of any industrial wastewater into the Satellite Sewer System. Before an Industrial User located within the service area boundaries of **Scout Motors** is approved to discharge into the Satellite Sewer System, the Industrial User will submit to Columbia an application for a permit to discharge industrial wastewater in accordance with the Columbia Ordinance. As a condition of the permit, the Industrial User subjects itself to any enforcement action available to Columbia under the Columbia Ordinance, and the Industrial User accepts the jurisdiction of the South Carolina Court of Common Pleas for the purposes of enforcing the

Columbia Ordinance and agrees to comply with any order of that court to comply with the permit or pay penalties for the violation thereof.

ARTICLE VI

TERM, MODIFICATION, AND TERMINATION

1. Term. This Agreement shall be effective as of the Effective Date and shall continue in full force and effect for a period of ten (10) years unless sooner terminated pursuant to Paragraph 5 of this Article (the "Term"). This Agreement may be renewed for two ten-year renewal terms, subject to mutual agreement by the Parties. Upon expiration of this Agreement, the terms and conditions herein shall remain in full force and effect until agreed upon otherwise by both parties except as stipulated in Paragraph 5 of this Article.

2. Modification. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing and executed by the Parties. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment of its part of any such provision but the same shall, nevertheless, be and remain in force and effect.

3. Periodic Review. The Parties will review and modify this Agreement to ensure compliance with the Federal Clean Water Act (42 U.S.C. §1251 et seq.) and rules and regulations (*see* 40 CPR Part 403) issued thereunder, as necessary, but at least once every five (5) years on a date to be determined by the Parties.

4. Default and Remedies. The following is an "event of default" under this Agreement: Failure by the Columbia or **Scout Motors** respectively, to perform any of the material terms, conditions, or obligations of Columbia or **Scout Motors**, respectively, hereunder, which failure shall continue for a period of thirty (30) days after written notice from Columbia or **Scout Motors** as applicable, specifying such failure and requesting that it be remedied.

Whenever an event of default has occurred, the Parties shall have the right to take either or both of the following remedial actions:

(a) Terminate the Agreement pursuant to Paragraph 5 or 6 hereunder;

(b) Take whatever action at law or in equity that may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the other party under this Agreement.

In addition to the remedies provided in (a) and (b) hereunder, **Scout Motors'** failure to comply with Articles III and V of this Agreement shall be a violation of the permit issued to **Scout Motors** pursuant to Article I of this Agreement, and Columbia may also impose civil penalties not to exceed $2,000 per day for each such violation.

No remedy conferred on or reserved to Columbia or **Scout Motors** under this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy

shall be cumulative and is in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing on any continuing event of default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. The Parties acknowledge and agree that Columbia's remedies under this Paragraph 4 are a single component of Columbia's required legal authority for the implementation of the Approved Pretreatment Program pursuant to S.C. Regulation 61-9.403.8(f) and do not in any manner limit Columbia's enforcement of the Approved Pretreatment Program under any instrument of its legal authority, including, but not limited to, the City Ordinances and Columbia's enforcement response plan.

5. Termination of Agreement. In the event that conditions constituting breach(es) of Articles III and V of this Agreement continue without cure being timely made as provided pursuant to Paragraph 4 of this Article, Columbia may:

(a) Request that **Scout Motors** submit a corrective action plan requiring compliance with this Agreement in an expeditious manner which, if approved by Columbia, is deemed to be a condition of the permit issued pursuant to Article I of this Agreement;

(b) Provide written notice to **Scout Motors** providing for phasing out the terms of this Agreement within two (2) years after the date of the initial notice of breach provided.

(c) Terminate this Agreement by providing thirty (30) days written notice to **Scout Motors**. Except for remedies allowed under Paragraph 4 of this Article, all benefits and obligations under this Agreement will cease following thirty (30) days from receipt of such notice.

6. **Scout Motors** may terminate this Agreement upon one hundred eighty (180) days notice to Columbia pursuant to the notice provisions in Article VII.

ARTICLE VII

MISCELLANEOUS

1. Entire Agreement. This Agreement constitutes the complete and final expression of the agreement of the Parties relating Columbia's transmission, treatment, and discharge of wastewater from the Satellite Sewer System and supersedes all other agreements, whether verbal or written, between Columbia and **Scout Motors** related in any manner to the obligations of the Parties under this Agreement.

2. Binding Effect. This Agreement shall be binding upon and insure to the benefit of the Parties, their successors and assigns.

3. Transfer of Agreement: Scout Motors shall not effect a transfer of the Agreement without first obtaining the written consent of Columbia, which shall not be unreasonably withheld.

4. Force Majeure: If by reason of Force Majeure either Party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then such Party shall give notice and full particulars of such Force Majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of such Party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such Party shall endeavor to remove or overcome such inability with all reasonable dispatch.

5. Severability. The Parties agree that the various provisions of this Agreement are severable and that, if any single clause or any portion thereof by found invalid, illegal, or unenforceable by a court of competent jurisdiction, only that part will be severed from this Agreement, and the remaining provisions shall continue in force in accordance with the tenor of this Agreement.

6. Counterparts and Facsimiles. This Agreement may be executed in as many counterparts as may be required, and facsimile or electronic PDF copies of signatures shall be an effective and binding indication of a Party's commitment to and acceptance of the terms hereof.

7. Choice of Law. This Agreement shall be construed under the laws of the State of South Carolina.

8. Headings. The headings used in this Agreement are for convenience only and do not impart any substantive significance in the interpretation of this Agreement.

9. Notices. Any and all notices required or permitted hereunder shall be in writing and shall be deemed to be given when hand-delivered, sent by Federal Express, or upon receipt after mailing when mailed by certified mail return receipt requested, postage prepaid, addressed to the party for whom it is intended, as follows:

If to the City of Columbia:

Clint Shealy, PE
Assistant City Manager for Columbia Water
City of Columbia, South Carolina
300 Laurel St.
Columbia, SC 29201

With a copy to:

Stephen Sealey
Wastewater Treatment Operations Manager
Metro Wastewater Treatment Plant
1200 Simmon Tree Ln.
Columbia, SC 29201

If to Scout Motors Inc.:

Ronald Grosse
VP, Plant Engineering
Scout Motors Inc
2142 Boyce Street, Suite 301
Columbia, SC 29201

With a copy to:

Jessica Siron
Senior Director, Environmental, Health & Safety
Scout Motors Inc
2142 Boyce Street, Suite 301
Columbia, SC 29201

IN WITNESS WHEREOF, the Parties hereto each of who being duly authorized have set their hands and seals to be effective on the Effective Date.

THE CITY OF COLUMBIA

Witness _____ By: _____

Witness _____ Date: _____

APPROVED AS TO FORM
Legal Department City of Columbia, SC
4/17/2026

Scout Motors Inc.

Witness _____ By: _____

Witness _____ Date: _____

Meeting Date: **June 9, 2026**

Department: **Procurement and Contracts**

From: **Shannon Lizewski, Director**

Council is asked to approve a new Construction Contract for Project WM4918; Spring Hill Road Water Main Relocation, as requested by Columbia Water on May 4, 2026. Award to Lake Murray Utility Company, Inc., in an amount not to exceed $144,736.20, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date sixty-six days (66) days from commencement. This contractor is located in Prosperity, SC.

Funding Source: Water and Sewer Capital Projects — Spring Hill Road Water Main Relocation - Capital Project Costs (5529999-WM491801-658650). The original budget amount is $144,736.20.

This is a Mentor Protégé Program project. Lake Murray Utility Company, Inc. is the mentor and will provide project oversight and construction administration services at 50.98% ($61,490.80) of the total contract amount.

JW Brown Construction, LLC, located in Lexington, SC, is the protégé and will provide water main replacement services at 20.00% ($24,122.70) of the total contract amount.

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

Campbell Asphalt Specialties, located in Sumter, SC, will provide asphalt services at 29.02% ($35,000.00) of the total contract amount.

Background Summary: Base Bid $120,613.50
Contingency $24,122.70
Total Amount $144,736.20

Attachments:
1. Memo.WM4918SpringHillR
2. Final.Contract.LakeMurrayUtility.WM4918SpringHillRd

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

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

DATE: June 9, 2026

Subject: Recommendation for Approval
WM4918 Spring Hill Road Water Main Relocation - Construction Contract

Columbia Water respectfully requests your review and approval of the contract for construction services to relocate a section of 12" water main at the intersection of Spring Hill Road and Cherry Laurel Drive.

This project will be relocating a section of 12" water main which experienced a recent break as a result of a conflict with the roadway storm drainage system, replacing the impacted storm drainage pipe, and performing necessary roadway restoration. Construction is expected to begin as quickly as possible after the contract award and be complete within two weeks of commencing.

The contract will be awarded to Lake Murray Utilities in an amount not to exceed $144,736.20. This company is located in Prosperity, SC.

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

CONTRACT

City of Columbia, South Carolina

CIP #: WM4918

Name of Project: Spring Hill Road Water Main Relocation

RFQu #: RFQu006-23-24-KDD

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **Lake Murray Utility Company, Inc.** with legal address and principal place of business at **1139 Candy Kitchen Road, Prosperity, SC 29127**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER

2.1 The Project has been designed by The City of Columbia

ARTICLE 3. CONTRACT TIME

3.1 The Contract Time shall be **Twenty-One (21)** 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 **Forty-Five (45)** 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 **One Hundred Twenty Thousand, Six Hundred Thirteen Dollars and Fifty Cents ($120,613.50)**. This Contract also provides for an additional contingency in the amount of **Twenty-Four Thousand, One Hundred Twenty-Two Dollars and Seventy Cents ($24,122.70)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT.

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

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

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

ARTICLE 7. LIQUIDATED DAMAGES.

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **One Thousand Dollars and Zero Cents ($1,000.00)** 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 RFQu006-23-24-KDD

9.2.2 This Contract

9.2.3 Exhibit – Scope of Work/Drawing (dated 4/13/2026)

9.2.4 Exhibit Compensation/Bid Form

9.2.5 Exhibit – BIR for Subcontractors

9.2.6 Exhibit – MPP Implementation Plan

9.2.7 Part 15, 16, 18, 20 of the City of Columbia's Engineering Regulations

9.2.8 Addenda number _1_ to __2__, inclusive.

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

ARTICLE 10. TERMINATION.

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

ARTICLE 11. MISCELLANEOUS.

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

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

11.3 Owner and Contractor each bind 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.

SPACE INTENTIONALLY LEFT BLANK

Contractor
Lake Murray Utility Co., Inc.

BY R. Jennings Parker
R. Jennings Parker, President

(CORPORATE SEAL)

Attest Cheryl K. Footee

Address for giving notices:

Lake Murray Utility Co., Inc.
P.O. Box 1089
Chapin, SC 29036

Date: 5-26-2026

Owner
City of Columbia, SC

BY

Teresa Wilson, City Manager

APPROVED AS TO FORM
Legal Department City of Columbia, SC
5/26/2026

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.

- CONTRACTOR TO EXPOSE WATER MAIN REPAIR. REMOVE STONE (20' X 25') TO EXPOSE WATER MAIN. HAUL OFF STONE.
- ONCE WATER MAIN AND STORM DRAIN REPLACEMENTS DETAILED BELOW ARE COMPLETE, FLOW FILL UP TO 5' DEEP AS NEEDED FOR THE REPAIR HOLE

REPAIR 14' WIDE DRIVEWAY, INCLUDING 13' OF 4" ASPHALT AND 15' OF 4" CONCRETE UP TO FIRST SEAM

- CONTRACTOR TO MILL 4" OF ASPHALT TO EXPOSE SUBGRADE. REPAIR AREA INCLUDES ENTIRE INTERSECTION, DRIVEWAY, AND ONE LANE OF SPRING HILL ROAD. LIMITS MARKED WITH WHITE PAINT. VERIFY THERE IS NO UNDERMINING IN THE AREA. NOTIFY CITY INSPECTOR IF POOR SUBGRADE IS FOUND
- CONTRACTOR TO PLACE 4" OF ASPHALT. TOTAL AREA APPROX 3800 SQFT

- CONTRACTOR TO REPLACE 13' SLEEVED 12" WATER MAIN. INSTALL 12" DIP WATER MAIN WITH 4-45 DEGREE BENDS TO LOWER WATER MAIN IN ORDER TO INTRODUCE MINIMUM 18" SEPARATION BETWEEN WATER MAIN AND STORM DRAIN PIPE. COUPLE WITH EXISTING PVC PIPE.
-BACKFILL WATER MAIN WITH TAMPED SAND CLAY, 1' ALL AROUND PIPE

- CONTRACTOR TO REPLACE MINIMUM 8' OF 24" RCP STORM DRAIN PIPE. ONCE STORM DRAIN IS EXPOSED, COORDINATE WITH SCDOT FOR INSPECTION OF ADJACENT PIPE. SCDOT MAY EXTEND PIPE REPLACEMENT IF ADDITIONAL DAMAGE IS FOUND.

22'
20'
75'
26'
100'
12'
Spring Hill Rd
Cherry Laurel Dr
Spring Hill Rd
Spring Hill Rd
Atascadero Dr

WM4918 - ASPHALT REPAIR ON SPRING HILL RD

Citywide GIS Viewer Map

This map was prepared using
the City GIS Viewer
City of Columbia - GIS Division
4/13/2026 12:56 PM

CITY OF Columbia

Address Point
Custom
InActive
Multi Unit
Others
Single Family

Tax Parcel
Building Footprint
Street & Ownership
CFCC,Ownership
Interstate
Highway

City Maintained
State Maintained
Private
Others
Columbia City Limits
Discharge Point

Network Structure
Inlet
Drainpipe
Integration Status
Integrated
Not Integrated

Open Drain

0 0 0 0.01 mi
1:291
1:291

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.

EXHIBIT - COMPENSATION/BID FORM

PROJECT NAME: ASPHALT REPAIR ON SPRING HILL RD
CIP # WM4918

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Traffic Control Low Volume Street (Subdivision Streets) If City of Columbia traffice control exists at a site and not removed and replaced no payment will be made for this item	1	LS	$ 12,000.00	$ 12,000.00
2	#57 Stone Contractor to be paid by actual Field Dimensions for Repair Measured by Inspector & by tickets provided to city inspector with project site noted on tickets. (Removal of #57 stone to expose 20 ft x 25 ft repair hole. Dig to undisturbed subgrade).	125	TN	$ 100.00	$ 12,500.00
3	Restoration (Remove & Replace Storm Drainage Pipe 15" - 24") (Replace 24" RCP stormwater pipe at SCDOT direction per their visual inspection once pipe is exposed.)	24	LF	$ 150.00	$ 3,600.00
4	Pipe Replacement 12" - 16" DIP Water Main (Remove 13' sleeved water main and replace with 12" DIP water main using 4-45 degree bends to lower pipe and increase separation between stormwater pipe and water main to a minimum of 18".)	13	LF	$ 300.00	$ 3,900.00
5	Backfill around Water Main with Tamped Sand Clay (1 ft all around pipe). Contractor to be paid by Tickets provided to City Inspector.	8	TN	$ 80.00	$ 640.00
6	Flowfill Ditch Line. To be paid by tickets provided to city inspector with the project sites notoed on the tickets	93	CY	$ 250.00	$ 23,250.00
7	Saw Cut/Remove Asphalt and /or Concrete. To be paid by weight tickets provided to Inspector with the project sites noted on the tickets (Limits marked with white paint - 3800 sq ft area of 4" asphalt)	93	TN	$ 260.00	$ 24,180.00
8	Remove subgrade as needed. Contractor to ensure subgrade meets minimum SCDOT standards. To be paid by weight tickets provided to Inspector with the project site noted on the tickets	40	TN	$ 100.00	$ 4,000.00
9	Replace Subgrade as needed with Tamped Sand Clay. Contractor to be paid by actual field dimensions for repair measured by inspector and by tickets provided to inspector with project sites noted on	40	TN	$ 80.00	$ 3,200.00
10	Replace Asphalt Binder Course (4" Binder Type B) Contractor to be paid by actual field dimensions for repair measured by inspector & recorded pavement thickness & by tickets provided to inspector w/project sites	92	TN	$ 300.00	$ 27,600.00
11	Concrete (4000 PSI) Road Repair (12' long x 5' wide x 6" thick) to match existing. Contractor to be paid by actual field dimensions for repair measured by the inspector and recorded concrete thickness and/or by tickets provided to inspector. Sites to be on tickets. (Repair concrete driveway up to first seam - 14 ft x 15 ft area)	3	CY	$ 1,000.00	$ 3,000.00
				SUBTOTAL:	$ 114,870.00
12	Mobilization (Not to exceed 5% of Subtotal per Specification 15.57.2)	1	LS	$ 5,743.50	$ 5,743.50
				ESTIMATE TOTAL:	$ 120,613.50
	20% Contingency				$ 24,122.70
	Total with 20% contingency				$ 144,736.20

CITY OF COLUMBIA

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

MENTOR PROTÉGÉ PROGRAM
Implementation Plan

Date: 4-30-2026

Project Name: Asphalt Repair on Spring Hill Rd

Project #: WM4918

Mentor: Lake Murray Utility Co., Inc

Protégé: JW Brown Construction, LLC

Total Project Contract Amount: $120,613.50

Mentor Amount: $96,490.80
(including subcontractors or sub consultants amounts)

Mentor % of Total Contract: 80%
(include 2 decimal places)

Protégé Amount: $24,122.70

Protégé % of Total Contract: 20%
(include 2 decimal places)

Duration of the Project: 3 weeks

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

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

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

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

Jennings and John will work together on a day-to-day basis. LMU will subcontract 20% to JW Brown Construction by assigning work for them to complete while working alongside of LMU to complete the job.

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

It is similar to other MPP projects. We work closely with our protege to assist them with daily tasks that need to be completed.

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

LMU has helped JW Brown Construction for the last 7 years with their day-to-day workload, as well as obtaining more skills and knowledge.

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

Mentor:
Jennings and Joshua Parker will supervise using our equipment and crew.

Protégé:
John Brown is their supervisor and will have his crew and use their own equipment or ours as needed.

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

List Subcontractors Names below: (Do not include Protégé)	Who will the subcontractor report to?	Who is responsible for payment of the subcontractor?

Special Arrangements:

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

a. Description of Mentor's responsibilities on project:
Overall project management, locates, addressing safety, traffic control, and clean up.

b. Description of Protégé responsibilities on project:
Completing assigned sections of the project while maintaining safety goals and reporting any issu s

c. Description of responsibilities that will be completed as a team:
Make sure tasks are completed on a weekly basis. Making sure safety goals are met on a daily basis. Communication with each other daily and addressing any issues or concerns.

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

LMU will be completing the project in one phase. The protege will be assigned work to complete daily.

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

LMU will meet with the protege daily. Jennings will oversee the progress that both LMU and JW Brown are making.

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

When the mentor submits a pay request and we have been paid, we will pay the protege for the work completed within the appropriate time frame.

CITY OF COLUMBIA

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

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

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

EXECUTED by Lake Murray Utility Co., Inc (Mentor Firm) this 30th day of April 20 26Pr.
Corporate SEAL

By: R. Jennings Parker
Title: President
Firm Name: Lake Murray Utility Company, Inc.

ATTEST:
By: Cheryl K. Gootee
Title: Office Manager

EXECUTED by J.W.Brown Construction, LLC (Protégé Firm) this 30th day of April 20 26.
Corporate SEAL

By: John W Brown
Title: President
Firm Name: J.W. Brown Construction, LLC

ATTEST: Cheryl K. Gootee
By: Chery Gootee
Title: Office Manager

RECOMMENDED FOR APPROVAL:
EXECUTED by the Office of Business Opportunities - Compliance on this 4th day of May 20 26.

By: LaTonya B Germany

Title: Program Compliance Specialist

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) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material ($ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
J.W Brown Construction	V017314	Protégé	$24,122.70	20.00%		
Campbell Asphalt Specialties		Asphalt	$35,000.00	**29.02** %		
				%		
				%		
		Ca		%		
				%		

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 $ $59,122.70
TOTAL CONTRACT AMOUNT: $ $120,613.50

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

Business Name: Lake Murray Utility Company, Inc.

Representative Name/Title: Cheryl Gootee / Office Manager

Date: 5-13-2026

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

JW BROWN CONTRUCTION

Company Name

207 GARDEN GATE WAY

Physical Address

Mailing Address

LEXINGTON, SC 29072

City/State Zip Code + 4

(803)840-9787 ( )

Phone number Fax number

JOHN BROWN

Primary Contact Name Secondary Contact Name

jwbrown1985@yahoo.com

Primary Contact Email Address Secondary Contact Email Address

47-3722170 V017314

Federal ID # Vendor #

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

CAMPBELL ASPHALT SPECIALTIES

Company Name

Physical Address

P.O. Box 3417

Mailing Address

Sumter, SC 29151

City/State Zip Code + 4

(803)436-9900

Phone number Fax number

Scott Jordan www.campbellpavement.com

Primary Contact Name Secondary Contact Name

accountin@cambellpavement.com

Primary Contact Email Address Secondary Contact Email Address

Meeting Date: **June 9, 2026**

Department: **Procurement and Contracts**

From: **Shannon Lizewski, Director**

Council is asked to approve a new Sole Source Contract for Two (2) Upper and Lower Bearings for the Influent Pump Station Screw Pumps for the Metro Wastewater Treatment Plant, as requested by Columbia Water on May 14, 2026. Award to Evoqua Water Technologies, LLC, in an amount not to exceed $316,440.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date on June 30, 2026 and the option to renew for one additional one-year period. This vendor is located in Waukesha, WI.

Funding Source: Utilities Metro Wastewater Plant - Machinery and Equipment-Capital (5516208-658300). The original budget amount is $316,440.00.

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

Attachments:

1. CC Memo
2. Sole Source Contract

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

DATE: **June 9, 2026**

Subject: Recommendation for Approval
Evoqua Purchase Order

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the Evoqua Purchase Order request for Metro Wastewater Treatment Plant Division.

The Purchase Order amount is $316,440.00. This request is to fund the procurement of 2 sets of upper and lower bearings for the Metro WWTP Influent Pump Station (400hp).

The purpose of this procurement is to cover expenses for the purchase of 2 upper and 2 lower bearings utilized by the Metro WWTP Influent Pump Station that is critical in the initial conveyance of wastewater into the facility for treatment. These bearings are being requested for purchase so that the existing units would have parts readily available should they begin to fail. Many of the existing bearings are originally to the Influent pump Station from its commissioning in early 2013. Failure to replace these bearings or have them available should the existing units fail could result in a significant environmental impact of raw wastewater being released

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

SOLE SOURCE AGREEMENT
GOODS and/or SERVICES AGREEMENT

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

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

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until June 30, 2026. An option to renew or continue purchasing goods and/or services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

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

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

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

6. Compensation. The total compensation paid by the City to Seller under this AGREEMENT shall not exceed **Three Hundred Sixteen Thousand Four Hundred Forty Dollars and 00/100, ($316,440.00)** unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and/or services. Each invoice submitted must describe the items, show payment calculations and specify the person(s) rendering such service(s), if applicable. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained

in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

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

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

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

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

☐ WORKERS COMPENSATION INSURANCE: Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Seller shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Seller's Worker Compensation Insurance. The Seller shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this AGREEMENT.

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

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

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

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

9. Warranties. Seller must provide the manufacturer's standard written warranty upon delivery of goods and/or services. Seller warrants that manufacturer will honor the standard written warranty provided. All warranties provided within S.C. Code Ann. § 36-2-101 *et seq*. shall apply to the sale of goods and/or services set forth in this AGREEMENT.

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

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

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

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

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

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

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

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

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

18. Mutual Waiver and Limitation of Liability
City and Seller (inclusive of their respective officers, directors, members, partners, subcontractors, and employees) will not be liable to each other for loss of profit or revenue, loss of use or business opportunity, loss of contract, cost of obtaining alternative performance, or for any indirect, consequential, special, incidental, treble, and punitive damages. The aggregate liability of each party, whether under contract law, in tort (including negligence), or under any other legal theory, is limited to the total amount actually paid by the City to Seller in the twelve (12) months prior to the event giving rise to a claim. ("Cap"). This Cap does not apply to: (a) respective costs, losses, or damages awarded to third parties for destruction of tangible property, (b) bodily injury, sickness, or death; and (c) gross negligence or willful misconduct.

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

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____ By:_____

Witness:_____ Title: City Manager

Date:_____

EVOQUA WATER TECHNOLOGIES, LLC

By: _____ By:_____

Witness:_____ Title: _____

Date:_____

APPROVED AS TO FORM
Legal Department City of Columbia, SC
5/22/2026

CITY OF COLUMBIA

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

Written Determination for Procurement Exceptions

Need/Description:	(2) Upper Bearings & (2) Lower Bearings for IPS Screw Pump
Estimated Budget:	$316,440.00
Requisition Number:	R240554
End Using Department:	Metro WWTP
City Contracts/Project Mgr:	Stephen Sealey
Proposed Contractor:	Evoqua
Contractor Contact Info:	Glory Thorpe - gthorpe@heyward.net

Procurement Exception:

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

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

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

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

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

Evoqua Water Technologies is the most recent OEM and successor entity associated with the IPS screw pumps installed at Metro WWTP. As the OEM, Evoqua maintains the proprietary specifications, engineering standards, and technical requirements necessary to ensure proper fit, function, and compatibility of replacement components for this equipment.

S Sealey

Signature of End User Department Head

5/13/26

Date

NWG

Shannon Lizewski

Signature of Purchasing Agent

5/14/2026

Date

To whom it may concern:

This is to confirm that Evoqua Water Technologies (EWT) is the sole source for Envirex™ Jet-Tech™, and Aqua -Lator™ systems.

We are the OEM, and retain all drawings and proprietary rights. Quoted parts are determined by taking into consideration performance requirements which are specific to the contract. This information can only be obtained from EWT and/or the local area representative.

EWT is the sole source for trained and certified field service techs for our equipment. Heyward-Charlotte Incorporated is our local area representative for installations in North and South Carolina.

If you should have any questions regarding this matter, please feel free to contact me.

Sincerely,

Douglas E Pimlott

Doug Pimlott
Evoqua Water Technologies LLC
N19W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188
Tel: 262-521-8468
Fax: 262-521-8249
douglas.pimlott@evoqua.com
www.evoqua.com

evoqua

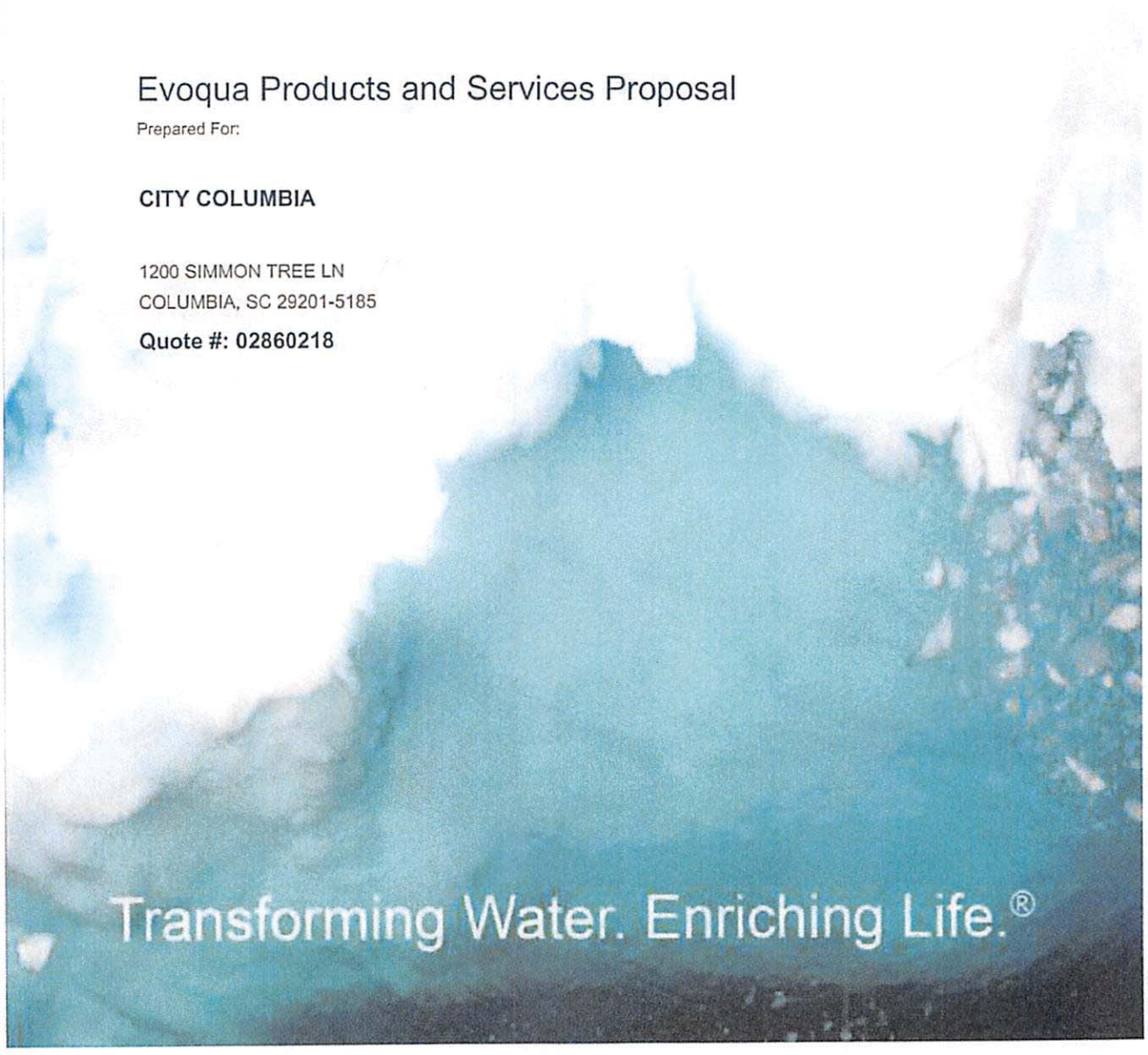
Evoqua Products and Services Proposal

Prepared For:

CITY COLUMBIA

1200 SIMMON TREE LN
COLUMBIA, SC 29201-5185

Quote #: 02860218



5516208-658300

Quote Number: 02860218
Account ID: 0001041845

Proposal For: CITY COLUMBIA
1200 SIMMON TREE LN
COLUMBIA, SC 29201-5185

Fergus Robinson
Evoqua Water Technologies
1828 Metcalf Avenue
Thomasville, GA 31792
+12292278705
fergus.robinson@xylem.com

Item Pricing Summary

Items

Item	Part No Description	Qty	Net Price	Ext Price
1	**W3T175636** UPPER BRG DB-1025-350 PER DWG 3200410583	2 EA	$120,000.00	$240,000.00
2	**W3T175698** LOWER BRG LLB900 PER DWG 3200480026	2 EA	$25,000.00	$50,000.00

Currency: USD

Lead-Time: 12-14 weeks

Quote Totals

Item(s) Subtotal:	$ 290,000.00
Freight:	$ 3,000.00
Total Net Price:	**$ 293,000.00**

Material Escalation

Due to volatility in steel costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 370.936 for Mar 2026. If the MMPI exceeds 378.354 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI exceeds 378.354.

Payment Terms and Delivery

PO Terms

Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods and/or services provided under the Contract, including any export license requirements. Purchaser agrees that such goods and/or services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Shipping Information

- Shipping and Handling Charge included in quote. FCA (Factory)

Terms

- This quote is valid until 06/04/26
- Payment terms are N30 - Net 30 days with proper credit, and are subject to the attached Evoqua Water Technologies Terms and Conditions

Taxes, Tariffs and Duties

- The pricing provided in this proposal does not include applicable Sales Tax or GST.
- If your company is exempt from Sales Tax or GST, or eligible for a reduced rate of tax, a tax exemption certificate must be provided no later than with your purchase order.
- If a timely, valid exemption certificate or other documentation is not provided, any applicable Sales Tax or GST will be invoiced and payable.
- New customers may be required to supply a signed credit application to be approved for credit terms.
- NOTE: You may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faqs/. Ask us how to avoid paying fees by migrating to ACH CTX payment type.
- Unless Seller's Documentation specifically provides otherwise, all taxes, levies, duties, tariffs and other governmental charges, and any incremental increases thereto, shall be paid by the Buyer. Seller reserves the right to adjust pricing and schedule of the affected goods to reflect any impact resulting from tariffs. Seller is not obligated to deliver the goods and/or services until an agreement on the new price and/or schedule has been reached.

Purchase Order

- Customer must provide a VALID hard copy Purchase Order reflecting N30 - Net 30 days terms for all services/equipment. If a VALID hard copy Purchase Order cannot be provided, a credit card payment must be received in advance of the order.
- VALID hard copy Purchase Order should be sent to fergus.robinson@xylem.com
- If paying by credit card in lieu of Purchase Order, contact your Sales Representative.

  You may also mail to:

  Evoqua Water Technologies
  1828 Metcalf Avenue
  Thomasville, GA 31792

  Payment SHOULD NOT be sent to this above address.

Quote Number: 02860218
Account ID: 0001041845

Evoqua Water Technologies Banking Details

ACH - CTX

Evoqua's preferred payment method is via ACH - CTX:
JP Morgan Chase Bank
Attn: Evoqua Water Technologies, LLC
Account #: 603148011
Swift Code: CHASUS33
ACH Routing / ABA: 044000037
Wire Routing / ABA: 021000021
Remittance details should go to: electronicfunds@evoqua.com

PAPER CHECKS VIA POSTAL SERVICE

Paper checks via Postal Service:
Send to our Lockbox, address is:
Evoqua Water Technologies LLC
28563 Network Place
Chicago, IL 60673-1285

PAPER CHECKS VIA OVERNIGHT / COURIER

Paper checks via Overnight / Courier:
JP Morgan Chase Bank
Attn: Evoqua Water Technologies Lockbox 28563
131 S Dearborn, 6th Floor
Chicago, IL 60603
Remittance details should go to: electronicfunds@evoqua.com

**** If ever instructed to change banking information, contact us immediately at 1-800-466-7873 ****

1. Agreement, Integration and Conflict of Terms. "**Proposal**" means the Seller's quotation, proposal and/or sales form, including any special conditions expressly incorporated by reference, and these terms and conditions. "**Seller**" means the applicable affiliate of Xylem Inc. that is party to the Agreement. "**Buyer**" means the entity that is party to the Agreement with Seller. "**Agreement**" means the definitive agreement, comprised of the Proposal and any other documents expressly included or incorporated by reference will govern the Buyer and Seller relationship. Seller's Proposal is expressly conditioned on Buyer's acceptance of these terms and conditions. Any additional or different terms and conditions contained in Buyer's purchase order or other communication will have no effect on the Agreement unless specifically agreed to in writing by the parties; and Seller hereby objects, and any such proposed modifications will not constitute Seller's acceptance of any such modifications. Seller's commencement of performance or delivery will not be deemed or construed as acceptance of Buyer's additional or different terms and conditions. In the case of any conflict among the foregoing documents, these terms will take precedence with the exception of (i) price and delivery, which will be governed by the order acknowledgment (if any) and invoice; and (ii) the Warranty, which will be governed by Seller's product documentation. This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties and, further, can only be altered, modified or amended with the express written consent of Seller.

2. Proposal, Withdrawal, Expiration. Unless otherwise stated in writing, Proposals are valid for thirty (30) calendar days from the date of issuance, unless otherwise provided therein. Seller reserves the right to cancel or withdraw the Proposal at any time with or without notice or cause prior to acceptance by Buyer to the Proposal terms, or after Buyer' acceptance if Buyer fails to complete any actions required by the Proposal for Seller to proceed. Seller nevertheless reserves its right to accept any contractual documents received from Buyer after this 30-day period.

3. Prices. Prices apply to the specific quantities stated in the Proposal. Prices include handling fees and standard packing according to Seller's specifications for delivery. Buyer will, as an additional charge, pay all costs and taxes for special packing requested by Buyer, including packing for exports. To the extent allowed under law, prices are subject to change without notice. The price for the goods does not include any applicable sales, use, excise, Goods and Services Tax, Value Added Tax, or similar tax, duties, tariffs, or other governmental charges. Buyer will have the responsibility for the payment of all such applicable levies.

4. Payment Terms. Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms should Buyer's credit standing not meet Seller's acceptance. Unless different payment terms are expressly set forth in the applicable Proposal or order acknowledgment or Sales Policy Manual, goods will be invoiced upon shipment. Buyer's payment must be in Seller's local currency, as determined by Seller's office location to which the order has been submitted. Any payment amount made by Buyer via credit card will be subject to a 3.0% charge. Payment in full is due within thirty (30) days from the invoice date ("**Payment Due Date**"), unless otherwise stated in Seller's documentation. Any Buyer-requested delivery delay solely affects delivery date and will not in any way alter the original Payment Due Date. If Buyer fails to make payment when due, Buyer agrees that Seller may apply a service or finance charge of the lesser of (i) one and one-half percent (1.5%) per month (eighteen percent (18%) per annum), or (ii) the highest rate permitted by applicable law, on the unpaid balance of the invoice from and after the invoice due date. Buyer is responsible for all costs and expenses associated with any checks returned due to insufficient funds. All credit sales are subject to prior approval of Seller's credit department. Export shipments will require payment prior to shipment or an appropriate Letter of Credit. If, during the performance of the Agreement, the financial responsibility or condition of Buyer is such that Seller in good faith deems Buyer insecure, Seller may: (a) request financial assurances; (b) suspend performance and will not be obligated to continue performance under the Agreement; (c) stop goods in transit and defer or decline to make delivery of goods, except upon receipt of satisfactory security or cash payments in advance; and/or (d) terminate the order per Article 11. Seller also retains any/all rights to enforce payment defaults to the full price of the work completed and in process. Upon default by Buyer in payment when due, if Buyer fails to immediately and without demand pay to Seller the entire amount in default for any and all shipments made to Buyer, irrespective of the applicable terms and/or contract under which those shipments were as a debt due to Seller, Seller may withhold all subsequent shipments until the full amount in default is settled. Acceptance by Seller of less than full payment will not be a waiver of any of its rights hereunder. Buyer may not assign or transfer this Agreement or any interest in it, or monies payable under it, without the prior written consent of Seller and any assignment made without this consent will be null and void.

5. Title, Delivery, Risk of Loss, Delay. Delivery dates are estimates, and time is not of the essence. Unless otherwise specified by Seller, delivery and transfer of risk of loss for shipments to Buyers that are not Related Party Buyers will be made Ex Works (Incoterms 2020), Seller's plant or Distribution Center. Title will pass when risk of loss transfers. If Seller is required to warehouse or store goods on behalf of Buyer, due to a Buyer delay or request (see Article 23), warehouse and storage fees will be applied and payable upon invoice, as will any required maintenance throughout the delay. Risk of loss for all stored goods will be borne by Buyer from the start of this period. Seller has no obligation to the Buyer to arrange insurance while Buyer's goods are in storage at named place, with all such responsibility and insurance to be borne by Buyer accordingly. Seller will not be responsible to Buyer for any loss, whether direct, indirect, incidental or consequential in nature, or for any loss of profits or revenue, or liquidated damages, arising out of or relating to any failure of the goods to be delivered by the specified delivery date. In the absence of specific instructions, Seller will select the carrier. Buyer will reimburse Seller for the additional cost of its performance resulting from inaccurate or lack of delivery

instructions, or by any act or omission on Buyer's part. Any such additional cost may include storage, insurance, protection, re-inspection and delivery expenses. Buyer further agrees that any payment due on delivery will be made on delivery into storage as though goods had been delivered in accordance with the order.

"**Related Party Buyers**" means Buyers, directly or indirectly, owned more than fifty percent (50%) by Xylem Inc. or under significant or joint control by Xylem Inc. For export shipments from the U.S.A. to Related Party Buyers, delivery and transfer of risk of loss for the goods will be DAP (Incoterms 2020), port of destination unless otherwise specified. Related Party Buyer will be importer of record for any customs clearance. For shipments to Related Party Buyers that are not export shipments from the U.S.A., delivery and transfer of risk of loss will be FCA (Incoterms 2020), Seller's plant or Distribution Center unless otherwise specified. For all Related Party Buyer transactions, title will pass to Buyer when risk of loss passes to Buyer.

Buyer grants to Seller a continuing security interest in and a lien upon the goods supplied by Seller under this Agreement and the proceeds thereof (including insurance proceeds), as security for the payment of all such amounts and the performance by Buyer of all of its obligations to Seller under the Agreement and all such other sales, and Buyer will have no right to sell, encumber or dispose of the goods. Buyer's respective insurance policy for any such Seller claim will include a waiver of subrogation in favor of Seller. Buyer will execute any and all financing statements and other documents and instruments and do and perform any and all other acts and things which Seller may consider necessary, desirable, or appropriate to establish, perfect or protect Seller's title, security interest and lien. In addition, Buyer authorizes Seller and its agents and employees to execute any and all such documents and instruments and do and perform any and all such acts and things, at Buyer's expense, in Buyer's name and on its behalf. Such documents and instruments may also be filed without the signature of Buyer to the extent permitted by law.

6. Warranty. Except as provided above, for goods sold by Seller to Buyer(s) that are used by Buyer for personal, family or household purposes, Seller warrants the goods to Buyer on the terms of Seller's limited warranty available on Seller's website. For any other purpose, Seller warrants that the goods sold to Buyer under the Agreement (with the exception of software, membranes, seals, gaskets, elastomer materials, coatings and other "wear parts" or consumables all of which are not warranted except as otherwise provided in the Proposal) will be (i) built in accordance with the specifications referred to in the Proposal, if such specifications are expressly made a part of the Agreement, and (ii) free from defects in material and workmanship for a period of one (1) year from the date of installation or eighteen (18) months from the date of shipment (which date of shipment will not be greater than thirty (30) days after receipt of notice that the goods are ready to ship), whichever occurs first, unless a longer period is specified in the product documentation (the "**Warranty**"). For services, the warranty period will be three (3) months from the date the services are performed unless otherwise expressly set forth in the Proposal or sales form or order acknowledgment.

Seller will, at its option, either repair or replace any goods which fails to conform with the Warranty; provided, however, that under either option, Seller will not be obligated to remove the defective goods or install the replaced or repaired goods and Buyer will be responsible for all other costs, including service costs, shipping fees and expenses.

Buyer's failure to comply with Seller's repair or replacement advice will constitute a waiver of Buyer's rights and render all warranties void. Any parts repaired or replaced by Seller under the Warranty are warranted only for the remaining balance of the warranty period. The Warranty is conditioned on Buyer giving written notice to Seller of any defects in material or workmanship of warranted goods within ten (10) days, or shorter period as dictated by the issue, of the date when any defects are first manifest. Seller will have no warranty obligations to Buyer with respect to any goods or parts of the goods that: (a) have been repaired by third parties other than Seller or without Seller's written approval; (b) have been subject to misuse, misapplication, neglect, alteration, accident, or physical damage; (c) have been used in a manner contrary to Seller's instructions for installation, operation and maintenance; (d) have been damaged from ordinary wear and tear, corrosion, or chemical attack; (e) have been damaged due to abnormal conditions, vibration, failure to properly prime, or operation without flow; (f) have been damaged due to a defective power supply or improper electrical protection; (g) have been damaged resulting from the use of accessory equipment not sold by Seller or not approved by Seller in connection with goods supplied by Seller hereunder; or (h) not sold by Seller or its authorized supplier. In any case of goods not manufactured by Seller, there is no warranty from Seller; however, Seller will extend to Buyer any warranty received from Seller's supplier of such goods.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE GOODS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. BUYER'S EXCLUSIVE REMEDY AND SELLER'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED TO REPAIRING OR REPLACING THE GOODS AND WILL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE BUYER HEREUNDER.

7. Inspection. Buyer will have the right to inspect the goods upon their receipt. When delivery is to Buyer's site or to a project site, Buyer will notify Seller in writing of any apparent shipment shortages, damages, or nonconformity of the goods within three (3) days from receipt by Buyer, unless a shorter period is required in Seller's Proposal. For all other deliveries, Buyer will notify Seller in writing of any nonconformity with this Agreement within fourteen (14) days from receipt by Buyer. Failure to give such

applicable notice will constitute a waiver of Buyer's right to inspect and/or reject the goods for nonconformity and will be equivalent to an irrevocable acceptance of the goods by Buyer. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller unless different terms are expressly set forth in Seller's Proposal

8. SELLER'S LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT WILL SELLER'S LIABILITY EXCEED THE AMOUNT PAID BY BUYER UNDER THIS AGREEMENT. SELLER WILL HAVE NO LIABILITY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, LIQUIDATED, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, TREBLE, OR EXEMPLARY DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY WILL BE EFFECTIVE WITHOUT REGARD TO SELLER'S ACTS OR OMISSIONS OR NEGLIGENCE OR STRICT LIABILITY IN PERFORMANCE OR NON-PERFORMANCE HEREUNDER.

To the extent the Agreement provides a specified remedy for a default or breach, the given remedy will be Seller's sole liability and Buyer's sole and exclusive remedy for the default or breach to the exclusion of any and all other remedies that may be available at law, in equity, or otherwise. The terms of this Article 8 survive expiry or termination of the Agreement and prevail over all other provisions contained in the Agreement.

9. USED GOODS. USED GOODS ARE SOLD IN AN AS IS, WHERE IS CONDITION. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE NATURE, QUALITY OR CONDITION OF THE GOODS, OR ITS SUITABILITY FOR ANY USE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS EXPRESSLY AGREED UPON IN WRITING BETWEEN THE PARTIES. SELLER WILL HAVE NO LIABILITY TO BUYER HEREUNDER OR IN CONNECTION WITH THE GOODS, INCLUDING WITHOUT LIMITATION, FOR LOSS OF PROFIT, LOSS OF INCOME, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.

10. Force Majeure. Seller may cancel, terminate, or suspend this Agreement and Seller will have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, due to acts or omissions of Buyer and/or its contractors, or due to Force Majeure. "**Force Majeure**" means any event or circumstance beyond Seller's reasonable control, including but not limited to: (A) acts of God, such as natural disasters, drought, fire, flood, earthquake, tsunami; (B) war (declared or undeclared), riots, insurrection, rebellion, acts of the public enemy, acts of terrorism, sabotage, blockades, governmental authorities acts or inactions, embargoes; (C) disease, pandemics, epidemics; (D) currency restrictions; and (E) labor shortages or disputes, unavailability of components, materials, or parts, fuel, power, energy or transportation facilities; failures of suppliers or subcontractors to effect deliveries. In all such cases, the time for performance will be extended in an
amount equal to the period necessary for Seller to recover from the event, provided that Seller will, as soon as reasonably practicable after it has actual knowledge of the beginning of any excusable delay, notify Buyer of the delay and of the anticipated duration and consequence thereof; and, to the extent the Force Majeure impacts the pricing specified in the Proposal or Agreement, as the case may be, Seller will notify Buyer of the revised pricing and its basis. Should Buyer reject any such Force Majeure-related pricing increase, the parties will resolve in accordance with the Agreement's dispute resolution process. Seller will resume performance of its obligations hereunder with the least possible delay.

11. Cancellation; Termination. Except as otherwise provided in this Agreement, no order may be cancelled on special or made-to-order goods or unless otherwise requested in writing by either party and accepted in writing by the other. If a cancellation is requested by Buyer, Buyer will, within thirty (30) days of such cancellation, pay Seller a cancellation fee, which will include all costs and expenses incurred by Seller prior to the receipt of the request for cancellation including, but not limited to, all commitments to its suppliers, subcontractors and others, all fully burdened labor and overhead expended by Seller, plus a reasonable profit charge. Return of goods will be in accordance with Seller's most current Return Materials Authorization and subject to a minimum fifteen percent (15%) restocking fee, unless otherwise specified.

Notwithstanding anything to the contrary in the Agreement, if the commencement by or against Buyer of any voluntary or involuntary proceedings in bankruptcy or insolvency, or if Buyer will be adjudged bankrupt, make a general assignment for the benefit of its creditors, or if a receiver will be appointed on account of Buyer's insolvency, Seller may, upon providing Buyer notice that has immediate effect upon issuance, terminate the Agreement. If Buyer fails to make any payment when due under this Agreement, or if Buyer does not correct or, if immediate correction is not possible, commence and diligently continue action to correct any default of Buyer to comply with any of the provisions or requirements of this Agreement within ten (10) calendar days after being notified in writing of such default by Seller, Seller may, by written notice to Buyer, without prejudice to any other rights or remedies which Seller may have, terminate its further performance of this Agreement. If any termination under this Article 11, Seller will be entitled to receive payment as if Buyer has cancelled the Agreement as per the preceding paragraph immediately and without notice as a debt due. Seller may nevertheless elect to complete its performance of this Agreement by any means it chooses. Buyer agrees to be responsible for any additional costs incurred by Seller in so doing. Upon termination of this Agreement, the rights, obligations and liabilities of the parties which will have arisen or been incurred under this Agreement prior to its termination will survive such termination.

12. Drawings. All drawings are the property of Seller. Seller does not supply detailed or

shop working drawings of the goods; however, Seller will supply necessary installation drawings. The drawings and bulletin illustrations submitted with Seller's Proposal show general type, arrangement and approximate dimensions of the goods to be furnished for Buyer's information only and Seller makes no representation or warranty regarding their accuracy. Unless expressly stated to the contrary within the Proposal, all drawings, illustrations, specifications or diagrams form no part of this Agreement. Seller reserves the right to alter such details in design or arrangement of its goods which, in its judgment, constitute an improvement in construction, application or operation. After Buyer's acceptance of this Agreement, any changes in the type of goods, the arrangement of the goods, or application of the goods requested by Buyer will be made at Buyer's expense.

13. Confidential Information. Seller's designs, illustrations, drawings, specifications, technical data, catalogues, "know-how", economic or other business or manufacturing information (collectively, "**Confidential Information**") disclosed to Buyer will be deemed proprietary and confidential to Seller. Buyer agrees not to disclose, use, or reproduce any Confidential Information without first having obtained Seller's written consent. Buyer's agreement to refrain from disclosing, using or reproducing Confidential Information will survive completion of the work under this Agreement. Buyer acknowledges that its improper disclosure of Confidential Information to any third party will result in Seller's suffering irreparable harm. Seller may also seek injunctive or equitable relief to prevent Buyer's unauthorized disclosure.

14. Installation and Start-up. Unless otherwise agreed to in writing by Seller, installation will be the sole responsibility of Buyer. Where start-up service is required with respect to the goods purchased hereunder, it must be performed by Seller's authorized personnel or agents; otherwise, the warranty is void. If Buyer has engaged Seller to provide an engineer for start- up advisory services such engineer will function in an advisory capacity only and Seller will have no responsibility for the quality of workmanship of the installation. In any event, Buyer understands and agrees that it will furnish, at Buyer's expense, all necessary foundations, supplies, labor and facilities that might be required to install and operate the goods.

15. Specifications; Back-charges. Changes in specifications requested by Buyer are subject to Seller's written approval. If such changes are approved, the price for the goods and the delivery schedule will be changed to reflect such changes. Buyer will not make purchases, nor will Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

16. Buyer's Warranty. Buyer warrants the accuracy of any and all information relating to the details of its operating conditions, including influent quality, temperatures, pressures, and where applicable, the nature of all hazardous materials. Seller can justifiably rely upon the accuracy of Buyer's information in its performance. Should Buyer's information prove inaccurate, Buyer agrees to reimburse Seller for any losses, liabilities, damages and expenses that Seller may have incurred as a result of any inaccurate information provided by Buyer to Seller.

17. Product Recalls. In cases where Buyer purchases for resale, Buyer will take all reasonable steps (including those measures prescribed by the Seller) to ensure: (a) all customers of the Buyer and authorized repairers who own or use affected goods are advised of every applicable recall campaign of which the Buyer is notified by the Seller; and (b) modifications notified to Buyer by Seller by means of service campaigns, recall campaigns, service programs or otherwise are made with respect to any goods sold or serviced by Buyer to its customers or authorized repairers. Should Buyer fail to perform any of the actions required under this obligation, Seller will have the right to obtain names and addresses of the Buyer's customers from Buyer and Seller will be entitled to get into direct contact which such customers.

18. GOVERNING LAW. THE TERMS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE JURISDICTION WHERE SELLER'S OFFICE IS LOCATED TO WHICH THIS ORDER HAS BEEN SUBMITTED (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS). THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER WILL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. THIS ARTICLE 18 WILL SURVIVE ANY TERMINATION, CANCELLATION, OR EXPIRATION OF THE AGREEMENT.

19. DISPUTE RESOLUTION. Prior to the commencement of any litigation, in the event of any dispute between the Buyer and Seller arising out of or in connection with the Agreement or the good or services contemplated therein; Buyer and Seller agree to first make a good faith effort to resolve the dispute informally. The first attempt at dispute resolution shall be made by the technical project managers (or equivalent) of the parties. Should resolution not be reached within ten (10) business days, senior management of both parties will attempt to resolve the dispute. If the parties are still unable to resolve the dispute, the dispute will be sent to litigation. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT

20. Export Regulation. Seller's goods, including any software, documentation and any related technical data included with, or contained in, or utilized by such goods or deliverables, may be subject to applicable export laws and regulations, including United States Export Administration Regulations and Buyer will comply with all such applicable laws and regulations. In particular, the Buyer will not, and will not permit any third parties to, directly or indirectly, export, re-export or release any goods to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any goods is prohibited by applicable law, regulation or rule. The Buyer will be responsible for any breach of this Article 20.

21. Privacy and Customer Data. Buyer acknowledges that Seller may collect and process personal data for the purposes outlined in the Agreement. Seller's data

privacy policy is available at https://www.xylem.com/en-us/support/privacy/. Buyer acknowledges that it has read and understood Seller's privacy policy and agrees to the use of personal data outlined herein. The collection and use of personal data by Buyer is Buyer's responsibility. Some Seller goods are equipped with cloud communication capability resulting in these goods automatically transmitting, on an encrypted basis, data to Seller's X-Cloud. Unless otherwise specified in the Agreement, Buyer agrees and authorizes Seller to indefinitely store any data collected from Seller goods ("**Customer Data**") on Seller's hardware, software, networking, storage, and related technology. Buyer grants Seller and Seller's affiliates a worldwide, royalty-free, non-exclusive, irrevocable right and license to access, store and use such Customer Data to: (a) provide services; (b) analyze and improve services; (c) analyze and improve any Seller or affiliate goods or software; and (d) for any other internal use, provided any such internal use is limited to using the Customer Data in an aggregated and anonymized manner that cannot be reconstituted as Buyer's Customer Data.

22. Titles; Waiver; Severability. The article titles are for reference only and will not limit or restrict the interpretation or construction of this Agreement. Seller's failure to insist, in any one or more instances, upon Buyer's performance of this Agreement, or to exercise any rights conferred, will not constitute a waiver or relinquishment of any such right or right to insist upon Buyer's performance in any other regard. The partial or complete invalidity of any one or more provisions of this Agreement will not affect the validity or continuing force and effect of any other provision.

23. Changes. Any requested change(s) to the work set forth in this Agreement, including to the delivery schedule, requires the parties to enter into a written change order that contains a description of the change(s) and all other applicable terms, including change in price, storage fees, and/or delivery schedule ("**Change Order**"). A Change Order may be requested by either party. For any Buyer-related change to the delivery schedule, including any due to a Buyer delay, the parties will enter into a Change Order and any such Change Order will state the revised delivery date(s), the revised Agreement price, storage and maintenance fees, and all other respective revisions. Seller will not be obliged to proceed with any change and no such change will be binding or have any effect on Seller or this Agreement unless/until the parties enter into a Change Order; provided, however, that if Seller must store goods due to a buyer delay, all associated risk, expenses, and fee will nonetheless be borne by Buyer from the beginning of the delay period. Should Seller's ability to proceed with the work be altered by Buyer's delay in entering into a Change Order, Seller also will be entitled to assess late fees and suspend performance of all work for the period of delay.

Agreed to by:_____
Signature

Meeting Date: **June 9, 2026**

Department: **Procurement and Contracts**

From: **Shannon Lizewski, Director**

Council is asked to approve a new Professional Services Contract for Project SS7647; Design and Installation of a Solar Photovoltaic Power Generation System for the Metro Wastewater Treatment Plant, as requested by Columbia Water on June 23, 2025. Award to CMTA, Inc., in an amount not to exceed $8,948,625.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date eighteen (18) months from commencement and the option to renew for nineteen (19) additional one-year periods. This contractor is located in Columbia, SC.

Funding Source: Water and Sewer Grants - EPA Grant - IRS Tax Reimbursement - Capital Project Costs (558999-658650) and Water and Sewer Capital Projects - Metro Wastewater Treatment Plant Solar Photovoltaic Power - Capital Project Costs (5529999-SS764701-658650). The original budget amount is $8,948,625.00.

CMTA, Inc., is the prime and will provide design and construction services at 34.59% ($2,948,274.00) of the total contract amount.

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

Terrasmart, located in Columbia, SC, will provide canopy furnishing and installation services at 31.43% ($2,678,800.00) of the total contract amount.

Atlantic South Consulting Services, located in Lexington, SC, will provide site plan design services at 0.44% ($37,840.00) of the total contract amount.

Hazen & Sawyer, located in Columbia, SC, will provide site expertise and consulting services at 0.35% ($29,900.00) of the total contract amount.

M.E. Contracting, located in Columbia, SC, will provide site preparation and storm water pollution prevention plan services at 1.43% ($121,428.00) of the total contract amount.

Envocore, located in Gambrills, MD, will provide direct current electrical and

alternating current electrical services at 10.55% ($899,238.00) of the total contract amount.

BayWa r.e. Solar Systems, LLC, located in Sante Fe, NM, will provide solar panels and inverters at 16.15% ($1,375,990.00) of the total contract amount.

Terracon Consultants, Inc., located in Columbia, SC, will provide geotechnical consulting and testing services at 0.19% ($15,800.00) of the total contract amount.

Edisto Engineers and Surveyors, Inc., located in Orangeburg, SC, will provide surveying services at 0.04% ($3,750.00) of the total contract amount.

Rexel Louisville, located in Louisville, KY, will provide electrical gear at 1.49% ($127,258.00) of the total contract amount.

Panel Built, located in Blairsville, GA, will provide an elevated power pad 1.85% ($157,622.00) of the total contract amount.

Shepherd Electric, located in Baltimore, MD, will provide direct current reclosure and transformer at 1.49% ($126,600.00) of the total contract amount.

Background Summary: Base Bid: $8,522,500.00
Contingency: $426,125.00
Total: $8,948,625.00

Attachments:

1. All In One Memo to Procurement.pdf
2. SS7647 MWWTP Solar MT Memo_
3. SS7647 Tear Sheet
4. APPROVED - 26029855 - Final.Contract.CMTA.RFP005-25-26-AMS-EPA -

City of Columbia
Inter-Office Memorandum

To: Procurement **Date:** **June 25, 2024**

From: Office of Business Opportunities - Compliance Office

Project: SS7647 Metro WWTP Solar Photovoltaic Power Generation System

Project Type: Construction & Professional Services **Total Project Estimate Per Project Manager:** $250,000.00

Project Description (Per Project Manager): The project should be a fully operational 2 Megawatt AC solar photovoltaic power generation system. The City is seeking a single firm to develop, design, permit, procure, construct, operate, warranty and maintain a new solar power system. The City wants the RFP respondents to provide a Public-Private Partnership (P3) delivery as an option along with an option for the City to use federal EPA grants and available federal/state investment tax credits to fund the project. Additionally, the City will seek Midlands Council of Government organizations to participate financially too as a partnership. In the P3 option, the City would not expend any funds. Also, for a full delivery system from start to finish, the RFP respondents may want to choose their team strategically so that they can warranty everything over the life of the system which may be 25 or more years.

Compliance Program(s) Associated with this Project: ☐ CDBE ☐ SOP ☐ MPP ☐ LBE ☒ N/A

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

Compliance Approval: ☒YES ☐ NO **Engineer Review** ☒ YES ☐ NO

OBO Director Approval: ☒ YES ☐ NO

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

There are no compliance programs associated with 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: Cassandra Fletcher **Date:** 6/25/2024

(OBO – Compliance Department)

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 28, 2026

SUBJECT: Recommendation for Approval
Contract Award for CMTA
SS7647 Metro WWTP Solar Generation Project

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the new contract with CMTA in the amount not to exceed $8,522,500.00 (not including contingency).

The purpose of this amendment is to provide design and construction services required to construct a new elevated canopy mounted 2.1 Megawatt DC (1.4 Megawatt AC) solar generation power system. This proposed solar project will help offset some of the electrical costs at the Metro Wastewater Treatment Plant.

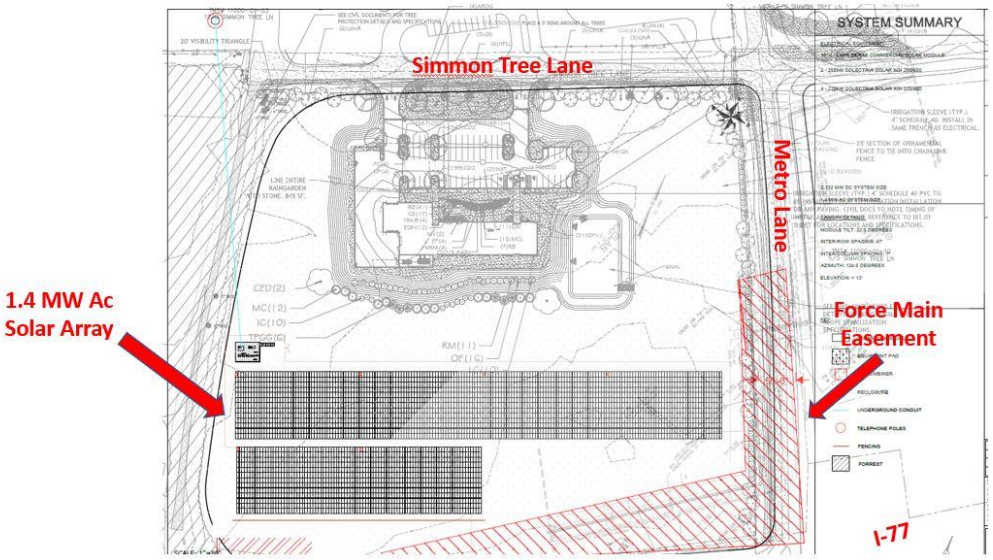
This project will receive partial federal grant funding administered through the Central Midlands Council of Governments project and therefore no OBO programs are applicable.

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

SS7647 Metro WWTP Solar Generation Project

Project Description:	The purpose of this project is to construct a new 2.1 Megawatt DC (1.4 Megawatt AC) Solar Generation project at the Metro WWTP. The Metro WWTP has adequate land to accommodate the solar powered system.
Objectives:	This overall project will utilize elevated canopy style solar power panel structures to help offset some of the current electrical power costs at the wastewater plant. The new solar powered system will be interconnected to the electrical grid loop at the Metro WWTP while being compliant with Dominion Energy's solar requirements.
Project Type:	Improvements and Efficient Operations; Green energy; Metro WWTP facility land use management
Council District:	System-wide
Project Funding:	This project's funding consists of a federal grant administered through the Central Midlands Council of Governments, a future reimbursement from the IRS based on Investment Tax Credits, and some CIP funding. The total project cost including contingency is $8,948,625.00
Current Project Status:	The design and construction should start mid-2026 and be completed by Fall 2027. The full electrical interconnection should be completed by December 2027.
Project Contact:	L. Maxwell Morgan, III, PE Project Manager 803.609.8980 |Leon.Morgan@columbiasc.gov

Metro WWTP Solar Project
Preliminary Site Plan



CONTRACT FOR PROFESSIONAL SERVICES

This Contract is awarded under procurement method RFP005-25-26-AMS-EPA Solar Photovoltiac Power Generation.

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 CMTA, Inc., (hereinafter referred to as the "Consultant,"), to The Contractor shall provide all labor, supervision, professional services, design, engineering, permitting support, procurement, equipment, materials, tools, transportation, construction, testing, startup, commissioning, documentation, training, and all related incidentals necessary to furnish a complete, code-compliant, fully operational WWTP Solar Canopy system for the City of Columbia, SC.

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Consultant shall provide the Solar Photovoltiac Power Generation more fully described in Exhibit A, attached hereto. The Consultant shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.

3. **SUPPLEMENTAL OR ADDITIONAL SERVICES –** The City may require supplemental or additional services of the Consultant or recommended by the Consultant and approved by the City in writing.

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

4. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of eighteen (18) months, with the option to renew or continue with work for nineteen (19) additional one (1) year periods at the mutual pleasure of both parties.

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

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

6. **COMPENSATION** – (See Exhibit C)

A. The total compensation to be paid by the City to the Consultant under this Contract shall not exceed Eight Million, Nine Hundred Forty-Eight Thousand, Six Hundred Twenty-Five Dollars and No/100 Cents ($8,948,625.00).

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 Eight Million, Five Hundred Twenty-Two Thousand, Five Hundred Dollars and No/100 Cents ($8,522,500.00) unless written approval is authorized by the City.

The maximum potential value of the contract includes a City controlled contingency allowance in the amount of Four Hundred Twenty-Six Thousand, One Hundred Twenty-Five Dollars and No/100 ($426,125.00). This contingency amount will be administered, if necessary, at the discretion of the City for optional additional services within the pre-determined Scope of Services for this Contract.

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

C. Invoicing Procedure

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

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.

2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.

3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.

4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.

5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultants sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.
Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950.

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

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

F. Subcontracting Goals
Under this Contract, the subcontracting goals are as follows:

SB Goals	_____	%
MBE	_____	%
WBE	_____	%
LSA	_____	%

The Consultant will ensure Subconsultant performance during the period of performance, and optional periods as applicable. Achievement of these goals are expected during the life of the Contract, including

any extensions thereof.

7. **MENTOR-PROTÉGÉ PROGRAM** (http://www.columbiasc.net/business-outreach/) **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 Consultant must comply with Mentor-Protégé Program Guidelines. The Consultant agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Consultant agrees that it has or will enter into a separate contractual Contract with the Protégé to which the City is not a party.

8. **INDEMNIFICATION & INSURANCE**

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

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

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

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

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

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

B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Contract and this insurance shall remain in effect throughout the term of this Contract, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured.*

C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Contract. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

9. **PERMITS & LICENSES**

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

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

C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.

D. The Consultant shall procure a City of Columbia business license while performing services under this Contract.

10. **DUTIES UPON TERMINATION** – At termination of this Contract, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to

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

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

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

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

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

    B. The Consultant fails to perform any of the services required in this Contract and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;

    C. Force Majeure: 1) Unexpected or uncontrollable events, including those caused by nature that can impact a contract's price, terms, and conditions. These events are not the result of contractor negligence and may excuse the contractor performance during the events and under certain conditions caused by them. 2) Acts of God or disruptive conditions for which a contractor or carrier will not be held responsible;

    D. The City, at its sole option and discretion, has the right to terminate this Contract for any reason whatsoever. A termination for default under this Contract, if wrongfully made, shall be treated as a termination for convenience under this clause;

    E. Upon expiration of the term of this Contract; and

    F. By Mutual Contract.
    Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Contract prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Consultant. In no event shall the Consultant be entitled

to anticipatory profit or damages for any termination under this Contract. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Contract shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Contract.

14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Contract shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Contract.

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

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

CMTA, Inc.
Name: Konrad Kutter
Title: Project Manager
Address: 1122 Lady Street, Suite 300A
Columbia, SC 29201
Phone: 703-722-5304
Email: kkutter@cmta.com

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

A. The services performed by the Consultant pursuant to this Contract are required in whole or in part to satisfy the terms of the Consent Decree entered by the United Stated District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Contract in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultants possession or control that relate in any manner to the Consultants performance under this Contract ("Preserved Documents"). Upon the Consultants performance of all services required under this Contract, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Contract.

C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have

known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultants rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultants failure to perform pursuant to the Contract.

E. The Consultant shall perform the services pursuant to this Contract using sound Consulting practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

B. The Consultant shall be responsible for performance of all services required by this Contract. The Consultant does not act as the City's agent or employee.

C. The Consultant will not assign or sublet its obligations to perform the services required by this Contract without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.

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

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

E. This Contract shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Contract and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.

F. This Contract represents the entire Contract between the City and the Consultant and supersedes all prior communications, negotiations, representations or Contracts, either written or oral. The

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

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

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

H. In the event any provision of this Contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

I. This Contract is subject to City Council approval.

J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;

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

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

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

K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Consultant shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Consultants operations, including, but not limited to the Consultants employment practices

(including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

L. This Contract shall be binding upon the respondent and upon its successors and assignees. This Contract shall be binding upon the City in accordance with its terms and provisions.

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

N. Every exhibit, schedule and appendix attached to this Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise. This Contract, exhibits and other documents include, but are not limited to the Conflict-of-Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Contract and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness	**Teresa Wilson, City Manager**	**Date:**

APPROVED AS TO FORM
Legal Department City of Columbia, SC
5/29/2026

CMTA

Print: Name/Title	**Signature**	**Date:**

(Corporate Seal)

Attest

Signature	**Date:**

List of Exhibits

Exhibit A – Scope of Work

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

Exhibit E - Federal Term and Conditions

Exhibit F – EPA Term Conditions

EXHIBIT A – SCOPE OF WORK

Project: WWTP Solar Canopy
Solicitation: RFP005-25-26-AMS-EPA
Owner: City of Columbia
Contractor: CMTA Energy Solutions / CMTA, Inc.

1. PURPOSE AND INTENT

The Contractor shall provide all labor, supervision, professional services, design, engineering, permitting support, procurement, equipment, materials, tools, transportation, construction, testing, startup, commissioning, documentation, training, and all related incidentals necessary to furnish a complete, code-compliant, fully operational WWTP Solar Canopy system for the City of Columbia. The solar canopy system must meet Dominion Energy's interconnection requirements and be fully interconnected into their electrical grid system.

The work shall include all components, systems, accessories, and appurtenances necessary for a fully functioning solar photovoltaic power generation system whether specifically stated herein or reasonably implied by the contract documents, Request for Proposal (RFP), Addenda, approved submittals, and applicable codes and regulations.

This Scope of Work is derived from the WWTP Solar Canopy Request for Proposal, associated Addenda No. 1 through No. 3, and the successful vendor technical response.

2. PROJECT OVERVIEW

The project consists of the design and construction of an elevated canopy solar photovoltaic canopy system adjacent to the Columbia Wastewater Treatment Plant (WWTP) located at 1200 Simmon Tree Lane, Columbia, South Carolina.

The system shall be designed to offset a portion of the WWTP's electrical demand and shall consist of an approximately:

- 2.1 MW DC maximum solar photovoltaic system
- 1.4 MW AC maximum output system

The solar canopy and all operational equipment shall be elevated a minimum of thirteen (13) feet above grade due to floodplain concerns associated with the project site. This elevation requirement applies to all operational and interconnection-related equipment including, but not limited to:

- Solar canopy systems
- Inverters
- Transformers
- Reclosers
- Conduits
- Fencing
- Electrical equipment
- Associated operational components

The project shall be delivered utilizing a design-build delivery method.

3. GENERAL SCOPE OF SERVICES

The Contractor shall provide complete turnkey services including, but not limited to:

3.1 Project Management

- Overall project administration and coordination
- Schedule management
- Cost control
- Coordination with City personnel
- Coordination with utility providers
- Coordination with permitting agencies and authorities having jurisdiction
- Coordination of subcontractors and suppliers
- All applicable construction permitting

3.2 Engineering and Design

- Civil engineering
- Structural engineering
- Electrical engineering
- Solar photovoltaic system design
- Utility interconnection engineering
- Floodplain compliance design
- Geotechnical coordination and evaluation
- Construction document preparation

3.3 Procurement

- Procurement of all materials and equipment
- Long-lead equipment management
- Domestic content compliance tracking
- Supplier coordination
- Equipment storage and delivery logistics

3.4 Construction

- Site preparation
- Structural foundation installation
- Long Span condensed design Solar canopy construction
- Electrical installation
- Underground conduit installation
- Medium-voltage installation
- Interconnection work
- Coordination with the City on their preferred fencing location
- Avoiding existing East Richland Sewer easement
- Equipment installation

- Testing and commissioning
- Final cleanup and restoration
- Providing two separate pay applications during construction
    - One for all IRS ITC reimbursable expenses
    - The other for non-reimbursable costs

3.5 Commissioning and Closeout

- Startup services
- Functional testing
- Utility coordination
- Commissioning
- Operations training
- Full interconnection into Dominion's electrical grid
- Final documentation
- Coordination with the City's attorneys and CPAs on appropriate documentation needed for IRS reimbursement and to satisfy the EPA grant
- Record drawings
- Warranty documentation including purchased extended warranties

4. REGULATORY AND CONTRACT COMPLIANCE

The Contractor shall perform all work in accordance with:

- The Request for Proposal
- Addenda No. 1 through No. 3
- Applicable federal regulations
- State laws and regulations
- Local ordinances
- Utility requirements
- Permit requirements
- Industry standards
- Manufacturer requirements

The Contractor shall comply with all applicable federal grant and tax credit requirements including:

4.1 Prevailing Wage and Apprenticeship (PWA)

The Contractor shall comply with all Prevailing Wage and Apprenticeship requirements applicable to projects exceeding 1 MW AC. Requirements include prevailing wage payment obligations and apprenticeship participation requirements.

4.2 Davis-Bacon and Related Acts (DBRA)

The Contractor shall comply with Davis-Bacon and Related Acts requirements including certified payroll reporting and prevailing wage compliance.

4.3 Build America, Buy America Act (BABA)

The Contractor shall comply with all Build America, Buy America Act requirements applicable to federally funded infrastructure projects.

4.4 Domestic Content Requirements

The Contractor shall comply with Inflation Reduction Act domestic content requirements including U.S.-produced iron and steel requirements and domestic manufactured product thresholds.

4.5 Prohibited Foreign Entity (PFE) Compliance

The Contractor shall comply with all Prohibited Foreign Entity requirements and related supplier certification requirements.

4.6 EPA Grant Compliance

The Contractor shall comply with all EPA grant conditions, federal funding requirements, and 2 CFR 200 Appendix II requirements.

5. LICENSES AND CERTIFICATIONS

The Contractor and applicable subcontractors shall maintain all licenses and certifications required to legally perform the work including, but not limited to:

- South Carolina Class A Unlimited General Contractor License
- South Carolina Electrical License
- Mechanical License with Electrical Classification
- City of Columbia Business License

The Contractor shall maintain active registration in SAM.gov and maintain a valid UEI number throughout the duration of the project.

6. DESIGN AND ENGINEERING SERVICES

The Contractor shall provide all professional design and engineering services necessary for a complete and fully operational project including but not limited to:

- Site verification
- Engineering analysis
- Constructability review
- Utility coordination
- Permit coordination
- Structural calculations
- Electrical calculations
- Foundation design
- Floodplain analysis
- Construction document preparation

The Contractor shall provide progressive design submissions at major milestones including:

- Concept Design
- 30% Design
- 60% Design
- 90% Design
- Final Construction Documents
- Final Record Drawings reflecting any changes that occur during construction

7. TECHNICAL DESIGN REQUIREMENTS

The design shall include, at minimum:

- Elevated solar canopy structure
- Solar photovoltaic modules
- Structural support framing
- Foundations and structural bracing
- DC collection systems
- AC collection systems
- Inverters
- Combiner equipment
- Main switchboard
- Submetering equipment
- Step-up transformer
- Recloser
- Communication systems
- Monitoring systems
- Underground conduit systems
- Medium-voltage routing
- Interconnection equipment

The Contractor's proposed equipment may include approximately:

- 3,600 solar modules
- Multiple Solectria inverters or Silfab alternate deemed equal
- AC combiner panels
- 2,500 A / 600V switchboard
- 2,500 kVA step-up transformer or smaller 2,000 kVa transformer deferring future solar system expansion
- Electrical gear
- Utility-compliant recloser
- Revenue-grade metering

**or approved equal equipment meeting all project requirements.

8. INTERCONNECTION SERVICES

The City has initiated the interconnection application process with Dominion Energy; however, the Contractor shall assume responsibility for all interconnection coordination after award.

Responsibilities include:

- Review of existing interconnection application
- Updating and amending interconnection documentation
- Utility coordination
- Final interconnection approvals
- Utility-required studies
- Equipment coordination
- Utility inspections
- Permission to Operate (PTO) in time so that the solar system is fully interconnected before December 31, 2027

The point of interconnection shall be the existing Power Pole P-111 identified within the Addenda documents.

9. CONSTRUCTION SERVICES

Bonding

Prior to commencement of construction, contractor shall provide payment and performance bonds to the City at 100% of construction as outlined below:

Payment Bond

Simultaneously with his delivery of the executed contract, the contractor shall furnish a surety bond or bonds in an amount at least equal to one hundred (100) percent of the amount of the contract price as security for the faithful performance of this contract and for payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract as specified in general specifications included herein. The surety bond, or bonds shall be executed by a company duly authorized to do business in the State of South Carolina and shall carry a minimum A.M Best Company rating of A- or greater. Said surety shall be subject to approval by the Owner's attorney.

Performance Bond

Simultaneously with his delivery of the executed contract, the contractor shall furnish a surety bond or bonds in an amount at least equal to one hundred (100) percent of the amount of the contract price as security for the faithful performance of this contract and for payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract as specified in general specifications included herein. The surety bond, or bonds shall be executed by a company duly authorized to do business in the State of South Carolina and shall carry a minimum A.M Best Company rating of A- or greater. Said surety shall be subject to approval by the Owner's attorney.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Construction

The Contractor shall furnish and install the complete solar canopy system in accordance with approved construction documents.

Construction services shall include:

- Mobilization
- Site controls
- Safety measures
- Excavation
- Foundation installation
- Structural steel erection
- Solar module installation
- Electrical installation
- Conduit installation
- Grounding and bonding
- Equipment installation
- Medium-voltage installation
- System labeling
- Site restoration
- Cleanup and demobilization

Construction activities shall be coordinated to minimize disruption to WWTP operations.

10. TESTING AND COMMISSIONING

The Contractor shall provide complete testing and commissioning services including:

- Startup testing
- Functional testing
- Electrical testing
- Communication verification
- Monitoring verification
- Utility coordination
- Utility witness testing
- Deficiency correction
- Final commissioning

The Contractor shall obtain Permission to Operate (PTO) from Dominion Energy.

11. LONG-TERM OPERATIONS AND MAINTENANCE

The Contractor shall provide operation and maintenance services consistent with its proposal and contract requirements.

Services shall include:

- Active system monitoring
- Preventive maintenance inspections
- Warranty coordination
- Response to inverter failures
- Response to system deficiencies
- Maintenance reporting

The Contractor shall provide bi-annual preventive maintenance inspections for DC and AC system components.

12. PROJECT MILESTONES

The Contractor shall maintain the project schedule necessary to preserve Investment Tax Credit (ITC) eligibility and EPA grant compliance.

Major milestone requirements include:

- Contract execution
- Design completion
- Permit approvals
- Long-lead equipment procurement
- Commencement of qualifying safe harbor purchasing of 5% of the project value and make every effort to provide the physical work test prior to July 4, 2026 to maintain the City's eligibility for IRS ITC reimbursement
- Construction mobilization
- Testing and commissioning
- Utility approval
- Place-in-service completion

The Contractor shall provide regular progress reports and payment applications tied to milestone completion.

13. CLOSEOUT DELIVERABLES

The Contractor shall provide complete closeout documentation including:

- Final Record drawings depicting any deviation occurring during construction
- Final design documents
- Permit approvals
- Inspection approvals
- Utility documentation
- Equipment submittals
- Operations and Maintenance manuals
- Warranty documentation
- Certified payroll documentation

- Domestic content documentation
- BABA compliance documentation
- PFE documentation
- Final lien waivers
- Project photographs
- Training documentation

14. STANDARD OF PERFORMANCE

All work shall be performed in a professional manner consistent with the standard of care exercised by experienced design-build solar contractors performing similar federally funded infrastructure projects.

The completed system shall be:

- Fully operational
- Code compliant
- Safe
- Professionally installed
- Ready for beneficial use
- Eligible for applicable federal incentives and tax credits upon final acceptance by the City of Columbia.

Exhibit B – Schedule for Completion of Services - WWTP City of Columbia Solar Task Tracker

CMTA Energy Solutions

	Task	Start Date	End Date
1	City of Columbia WWTP Solar Canopy Project	06/15/26	11/16/27
2	**Pre-Design Stage**	06/15/26	06/17/26
3	City of Columbia to Make Selection	*06/15/26*	*06/15/26*
4	Kick-off meeting with stakeholders	06/17/26	06/17/26
5	**Design**	06/15/26	09/30/26
6	50% Design Set	06/15/26	06/29/26
7	50% Owner Review	06/30/26	07/02/26
8	90% Design Set	06/30/26	08/04/26
9	90% Owner Design Review	08/05/26	08/18/26
10	Update Interconnection Application	08/04/26	08/04/26
11	Interconnection Initial Approval from Dominion	09/30/26	09/30/26
12	Permit Drawings Submitted	08/03/26	08/03/26
13	Incorporate Permit Office Feedback	08/03/26	09/14/26
14	**Pre Construction - Equipment Ordering**	06/15/26	08/26/27
15	Issue POs	06/15/26	06/15/26
16	Pay App #001 (7% of Contract)	06/30/26	06/30/26
17	Electrical Equipment (Step Up Transformer, Reclosure, etc.)	08/26/27	08/26/27
18	Steel Canopy Structure	01/07/27	01/07/27
19	Solar PV Panels	06/01/27	06/01/27
20	Inverters	09/24/26	09/24/26
21	**Construction**	11/23/26	10/18/27
31	**Commissioning & Owner Training**	09/27/27	11/16/27

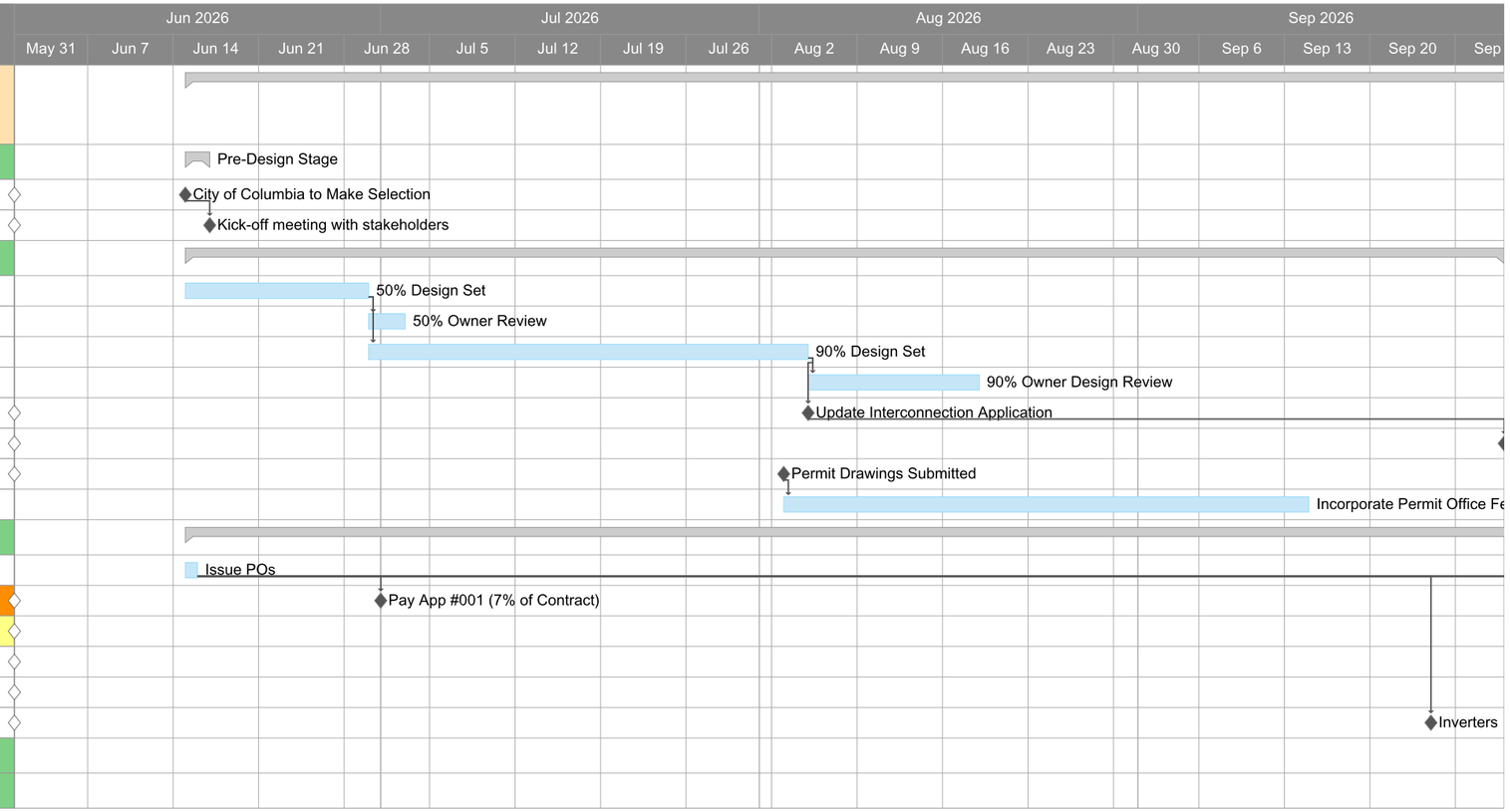


Exhibit C – Compensation

Location (Site Name & Address)	WTP 1200 SIMMON TREE LANE, Columbia, SC 292
System Size (W DC)	2,088,000

Direct Purchase Price

	Purchase Price	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Full System Price (before Incentives)	$8,380,000.00	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Annual Price for Proposed O&M			$ 25,056.00	$ 25,682.40	$ 26,324.46	$ 26,982.57	$ 27,657.14	$ 28,348.56	$ 29,057.28	$ 29,783.71	$ 30,528.30	$31,291.51	$ 32,073.80	$ 32,875.64	$ 33,697.53	$ 34,539.97	$ 35,403.47	$ 36,288.56	$ 37,195.77	$ 38,125.67	$ 39,078.81
Monitoring Equipment Upfront Price	$15,000.00	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

Additional Bid Adders

	Total Cost
Fence - 2000 LF	$109,500.00
Additional 5 years of Warranty on the 6 Solar Inverters	$18,000.00
Contract Total	**$8,522,500.00**

Production Data

	Size (kW DC)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Expected Production	2,088.000	2,637,533	2,624,345	2,611,223	2,598,167	2,585,176	2,572,251	2,559,389	2,546,592	2,533,859	2,521,190	2,508,584	2,496,041	2,483,561	2,471,143	2,458,788	2,446,494	2,434,261	2,422,090	2,409,979	2,397,929
Guaranteed Production	2,088.000	2,637,533	2,624,345	2,611,223	2,598,167	2,585,176	2,572,251	2,559,389	2,546,592	2,533,859	2,521,190	2,508,584	2,496,041	2,483,561	2,471,143	2,458,788	2,446,494	2,434,261	2,422,090	2,409,979	2,397,929
		Annual Degradation Rate:	0.5%																		

EXHIBIT D -

APPENDIX - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/SUBCONTRACTORS

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

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

Business Name (as shown on W9 or SAM.gov) / SAM.gov Unique Entity ID & CAGE # (Required)	City of Columbia Vendor number (Required)	Services and/or Materials Provided	Cost of Services and/or Material ($ Value)	Percentage of Total Contract (Carry two decimals)	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
Terrasmart - N/A	N/A	Canopy furnish and Installation	$2,678,800	31.97%		
Atlantic South - EMJLMMN441E5, #3TNP4	V013940	Site Plan Design	$37,840	0.45%	DBE	BM
Hazen & Sawyer - FFSSK2D6MD53, 1CRV1	V008247	Site Expert & Consultant	$29,900	0.36%		
M.E. Contracting - XET2SCEKFQ67, 9H3T6	V018710	Site Preparation, Storm Water Pollution Prevention Plan	$121,428	1.45%	DBE	BM
Envocore - Z8RNAMW9BSV8, 1LR20	N/A	DC Electrical/AC Electrical	$899,238	10.73%		
Baywa r.e.	N/A	Solar Panels and Inverters	$1,375,990	16.42%		

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 $ 5,574,226

TOTAL CONTRACT AMOUNT: $ 8,522,500

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

Business Name: CMTA, Inc.
Representative Name/Title: Joel Sarmiento, Project Manager
Date: 05/29/2026

APPENDIX - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/SUBCONTRACTORS

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

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

Business Name (as shown on W9 or SAM.gov) / SAM.gov Unique Entity ID & CAGE # (Required)	City of Columbia Vendor number (Required)	Services and/or Materials Provided	Cost of Services and/or Material ($ Value)	Percentage of Total Contract (Carry two decimals)	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
Terracon Consultants, Inc.	N/A	Geo technical consultant and testing	$15,800	.19%		
Edisto Engineers and Surveyors, Inc.	N/A	Survey	$3,750	.04%		
Rexel Lousiville	N/A	Electrical Gear	$127,258	1.52%		
Panel Built	N/A	Elevated Power Pad	$157,622	1.88%		
Shepherd Electric	N/A	Reclosure and Transformer	$126,600	1.51%		

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 $ 5,574,226

TOTAL CONTRACT AMOUNT: $ 8,522,500

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

Business Name: CMTA, Inc.
Representative Name/Title: Joel Sarmiento, Project Manager
Date: 05/29/2026

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Terrasmart
Company Name

6715 Steger Drive
Physical Address

Mailing Address

Cincinnati, OH 45237
City/State Zip Code

(513) 507-3664
Phone number

Fax number

Erik Schnese
Primary Contact Name

Secondary Contact Name

eschnese@terrasmart.com
Primary Contact Email Address

Secondary Contact Email Address

N/A
Sam.gov UEID #

N/A
Vendor #

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

Atlantic South
Company Name

1939 Remount Road
Physical Address

1939 Remount Road
Mailing Address

N. Charleston, SC 29406
City/State Zip Code

(843) 823-3770
Phone number

Fax number

Adrian Williams
Primary Contact Name

Secondary Contact Name

awilliams@atlantic-south.com
Primary Contact Email Address

Secondary Contact Email Address

EMJLMMN441E5
Sam.gov UEID #

V013940
Vendor #

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

Hazen
Company Name

1330 Lady Street, Suite 205
Physical Address

1330 Lady Street, Suite 205
Mailing Address

Columbia, SC 29201
City/State Zip Code

(803) 779-0001
Phone number

Fax number

Troy Maciaszek
Primary Contact Name

Secondary Contact Name

tmaciaszek@hazenandsawyer.com
Primary Contact Email Address

Secondary Contact Email Address

FFSSK2D6MD53
Sam.gov UEID #

V008247
Vendor #

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

M.E. Contracting
Company Name

2229 Heyward Brockington Road
Physical Address

2229 Heyward Brockington Road
Mailing Address

Columbia, SC 29203
City/State Zip Code

(803) 556-8059
Phone number

Fax number

Michael Engle
Primary Contact Name

Secondary Contact Name

michael@mecontractingpros.com
Primary Contact Email Address

Secondary Contact Email Address

XET2SCEKFQ67
Sam.gov UEID #

Vendor #

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

Envocore
Company Name

750 MD Route 3 South, Suite 19
Physical Address

750 MD Route 3 South, Suite 19
Mailing Address

Gambrills, MD 21054
City/State Zip Code

(765) 413-0824
Phone number

Fax number

Travis Murphy
Primary Contact Name

Secondary Contact Name

tmurphy@envocore.com
Primary Contact Email

Secondary Contact Email

Z8RNAMW9BSV8
Sam.gov UEID

Vendor #

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

BayWa r.e. Solar Systems LLC
Company Name

1596 Pacheco Street Suite 103
Physical Address

Mailing Address

Santa Fe NM 87505
City/State Zip Code

651-204-0162
Phone number

Fax number

Julian Beard
Primary Contact Name

Secondary Contact Name

julian.beard@baywa-re.com
Primary Contact Email

Secondary Contact Email

Sam.gov UEID

Vendor #

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

Terracon Consultants, Inc.
Company Name

521 Clemson Rd.
Physical Address

Mailing Address

Columbia, SC 29229
City/State Zip Code

1-803-741-9000
Phone number

Fax number

Barnabas Bwambale
Primary Contact Name

Secondary Contact Name

barnabas.bwambale@terracon.com
Primary Contact Email

Secondary Contact Email

Sam.gov UEID

Vendor #

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

Edisto Engineers and Surveyors, Inc.
Company Name

650 Broughton Street
Physical Address

Mailing Address

Orangeburg, SC 29115
City/State Zip Code

803-536-1104
Phone number

Fax number

J.J. Jowers
Primary Contact Name

Secondary Contact Name

jj@edisto.biz
Primary Contact Email

Secondary Contact Email

Sam.gov UEID

Vendor #

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

Rexel Lousiville
Company Name

4331 Robards Ln
Physical Address

Mailing Address

Lousiville, KY 40218
City/State Zip Code

859-402-3857
Phone number

Fax number

Matthew Lasley
Primary Contact Name

Secondary Contact Name

matthew.lasley@rexelusa.com
Primary Contact Email

Secondary Contact Email

Sam.gov UEID

Vendor #

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

Panel Built
Company Name

302 Beasley St.
Physical Address

Mailing Address

Blairsville GA 30512
City/State Zip Code

8006363873
Phone number

Fax number

Adelia Pyle
Primary Contact Name

Secondary Contact Name

apyle@panelbuilt.com
Primary Contact Email

Secondary Contact Email

Sam.gov UEID

Vendor #

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

Shepherd Electric
Company Name

7401 Pulaski Highway
Physical Address

Mailing Address

Baltimore, MD 21237
City/State Zip Code

443-504-2083
Phone number

Fax number

Nathan Salupo
Primary Contact Name

Secondary Contact Name

nathan.salupo@shepherdelectric.com
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 #

EXHIBIT E – FEDERAL GUIDELINES FOR CONTRACTING AND FEDERAL LABOR STANDARDS

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

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

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

2. **POLITICAL ACTIVITIES - 24 CFR 570.207**
   CONTRACTOR will comply with this section, which prohibits the use of CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

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

3. **OTHER PROGRAM REQUIREMENTS - 24 CFR.600-570.612**
   CONTRACTOR shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that CONTRACTOR will not assume the CITY'S environmental responsibilities described at 24 CFR 570.604, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

4. **GENERAL-24 CFR 570.600**
   CONTRACTOR agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

5. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT-24 CFR 570.601 EXECUTIVE ORDER 11063--24 CFR 570.601**
   This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating CONTRACTOR to use Federally-funded property for the purpose for which the Federal funds were awarded.

6. **SECTION 109 OF THE ACT--24 CFR 570.602 AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c) SECTION 504 OF THE REHABILITATION ACT OF 1973--24 CFR 570.602(c)**
   This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

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

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

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

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

For more information:

Housing and Urban Development (HUD) Section 3 Regulation
https://ecfr.federalregister.gov/current/title-24/subtitle-A/part-75#section-75

HUD Section 3 Benchmarks (Section 3 Projects)
https://www.federalregister.gov/documents/2020/09/29/2020-19183/section-3-benchmarks-for-creating-economic-opportunities-for-low--and-very-low-income-persons-and#h-13

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

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

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

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

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

10. BUILD AMERICA, BUY AMERICA (BABA)

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

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

For purpose of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
Manufactured projects mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. ENVIRONMENTAL STANDARDS - 24 CFR 570.604

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

12. NATIONAL FLOOD INSURANCE PROGRAM - 24 CFR 570.605

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

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

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

14. EMPLOYMENT AND CONTRACTING OPPORTUNITIES - 24 CFR 570.607

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

15. LEAD-BASED PAINT - 24 CFR 570.608

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

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

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

The Contractor is subject to non-procurement Debarment and Suspension Regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. pt. 180 (2 C.F.R. §200.212). The Agreement is a covered transaction for the purposes of C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor(s), its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).

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

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

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

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

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

18. CONFLICT OF INTEREST - 24 CFR 570.611

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

19. LIMITED ENGLISH PROFICIENCY (LEP)

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

20. DRUG-FREE WORKPLACE

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

21. ANTI-LOBBYING

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

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

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

21. AMERICANS WITH DISABILITIES ACT

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

22. ACCESS TO RECORDS

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

1. The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative(s) access to any books, documents, papers, and records of the Agreement that are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the FEMA Administrator or his/her authorized representative(s) access to information pertaining to the work being completed under the Contract/Agreement.

23. CONFIDENTIALITY

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

24. INTEREST OF CONTRACTOR

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

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

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

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

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

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

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

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

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

This contract is subject to Contract Disputes.

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

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

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

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

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

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

The Contracting Officer's decision shall be final unless the Contractor appeals.
If the claim by the Contractor is submitted to the Contracting Officer or a claim by the City is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
The City shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment.

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

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

27. DISPUTES

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

28. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

29. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

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

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

30. USE OF RECOVERED MATERIALS

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

31. OVERSIGHT - 2CFR 200.318(b)

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

32. SYSTEM FOR AWARD MANAGEMENT (SAM)

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

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

If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:
Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

33. DHS SEAL, LOGO, AND FLAGS

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

34. RIGHTS TO INVENTIONS

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

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.goviesa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

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

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

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

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

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

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

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

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

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

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

Exhibit F - Environmental Protection Agency

General Terms and Conditions

Effective October 1, 2024

Revision History:

The Environmental Protection Agency's General Terms and Conditions ***are published and become effective October 1st at the start of the federal fiscal year.*** Any additions, revisions, or changes to the terms and conditions after October 1 will be summarized below.

T&C Number	Effective Date	Description of Changes
#41	4/26/2025	Added a new T&C on the procurement of synthetic nucleic acids and benchtop nucleic acid synthesis equipment.
#18	11/26/2024	Added language on the de minimis rate for grants amended to incorporate the October 2024 Revisions to 2 CFR Part 200.

Table of Contents

Preface 2

Financial Information 3

Selected Items of Cost 5

Reporting and Additional Post-Award Requirements 11

Programmatic General Terms and Conditions 26

Public Policy Requirements 35

Preface

1. **Introduction**
   (a) These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions, and restrictions reflected on the official assistance award document. Recipients **must** review their official award document for additional administrative and programmatic requirements. Failure to comply with the general terms and conditions outlined below and those directly reflected on the official assistance award document may result in enforcement actions as outlined in 2 CFR 200.339 and 2 CFR 200.340.
   (b) If the EPA General Terms and Conditions have been revised, EPA will update the terms and conditions when it provides additional funding (incremental or supplemental) prior to the end of the period of performance of this agreement. The recipient must comply with the revised terms and conditions after the effective date of the EPA action that leads to the revision. Revised terms and conditions do not apply to the recipient's expenditures of EPA funds or activities the recipient carries out prior to the effective date of the EPA action. EPA will inform the recipient of revised terms and conditions in the action adding additional funds.

2. **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**
   This award is subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; Title 2 CFR Part 200 and 2 CFR Part 1500. 2 CFR 1500.2, Adoption of 2 CFR Part 200, states the EPA adopts the Office of Management and Budget (OMB) guidance Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to Non-Federal Entities (subparts A through F of 2 CFR Part 200), as supplemented by 2 CFR Part 1500, as the EPA policies and procedures for financial assistance administration. 2 CFR Part 1500 satisfies the requirements of 2 CFR 200.110(a) and gives regulatory effect to the OMB guidance as supplemented by 2 CFR Part 1500. This award is also subject to applicable requirements contained in EPA programmatic regulations located in 40 CFR Chapter 1 Subchapter B.

3. **Termination**
   Consistent with 2 CFR 200.340, EPA may terminate this award in part or its entirety:
   (a) If a recipient or subrecipient fails to comply with the terms and conditions of the award, including statutory or regulatory requirements;
   (b) With the consent of the recipient when both the recipient and the EPA agree upon the termination conditions, which include the effective date and, in the case of partial termination, the portion to be terminated;

(c) If a recipient sends the EPA a written notification of the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated; however, if the EPA determines that the remaining portion of the Federal award will not accomplish the purposes for which the Federal award was made, the EPA may terminate the award in its entirety; or

(d) Pursuant to the programmatic terms and conditions specified in the Federal award.

Financial Information

4. **Reimbursement Limitation**
   EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as reflected on the award document. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk. See 2 CFR 1500.9.

5. **Automated Standard Application Payments (ASAP) and Proper Payment Draw Down**
   Electronic Payments. Recipients must be enrolled or enroll in the Automated Standard Application for Payments (ASAP) system to receive payments under EPA financial assistance agreements unless:
   - EPA grants a recipient-specific exception;
   - The assistance program has received a waiver from this requirement;
   - The recipient is exempt from this requirement under 31 CFR 208.4; or,
   - The recipient is a fellowship recipient pursuant to 40 CFR Part 46.

   EPA will not make payments to recipients until the ASAP enrollment is completed or if recipients fall under one of the above categories. EPA's Research Triangle Park Finance Center (RTPFC) will initiate the ASAP enrollment based on the key contact information on the grant application. The "payee" on the key contacts form will receive an email from ASAP indicating the steps required for completing the enrollment. Recipients may request exceptions using the procedures below.

   Under this payment mechanism, the recipient initiates an electronic payment request online via ASAP, which is approved or rejected based on the amount of available funds authorized by EPA in the recipient's ASAP account. Approved payments are credited to the account at the financial institution of the recipient organization set up by the recipient during the ASAP enrollment process.

   Additional information concerning ASAP and enrollment can be obtained by contacting the EPA RTPFC, at rtpfc-grants@epa.gov, or by visiting: https://www.fiscal.treasury.gov/asap/.

   EPA will grant exceptions to the ASAP enrollment requirement only in situations in which the recipient demonstrates to EPA that receiving payment via ASAP places an undue administrative or financial management burden on the recipient or EPA determines that granting the waiver is in the public interest. Recipients may request an exception to the requirement by following the procedures specified in RAIN-2018-G06-R.

   Proper Payment Drawdown (for recipients other than states)

(a) As required by 2 CFR 200.305(b), the recipient must draw funds from ASAP only for the minimum amounts needed for actual and immediate cash requirements to pay employees, contractors, subrecipients or to satisfy other obligations for allowable costs under this assistance agreement. The timing and amounts of the drawdowns must be as close as administratively feasible to actual disbursements of EPA funds. Disbursement within 5 business days of drawdown will comply with this requirement and the recipient agrees to meet this standard when performing this award.

(b) Recipients may not retain more than 5% of the amount drawn down, or $1,000 whichever is less, 5 business days after drawdown to materially comply with the standard. Any EPA funds subject to this paragraph that remain undisbursed after 5 business days must be fully disbursed within 15 business days of draw down or be returned to EPA.

(c) If the recipient draws down EPA funds in excess of that allowed by paragraph b., the recipient must contact rtpfc-grants@epa.gov for instructions on whether to return the funds to EPA. The recipient must comply with the requirements at 2 CFR 200.305(b)(11) regarding depositing advances of Federal funds in interest bearing accounts.

(d) Returning Funds: Pay.gov is the preferred mechanism to return funds. It is free, secure, paperless, expedient, and does not require the recipient//vendor to create an account. Contact RTPFC-Grants at rtpfc-grants@epa.gov to obtain complete instructions. Additional information is available at the Pay.gov website. Information on how to repay EPA via check is available at https://www.epa.gov/financial/makepayment. Instructions on how to return funds to EPA electronically via ASAP are available at https://www.fiscal.treasury.gov/asap/.

(e) Failure on the part of the recipient to materially comply with this condition may, in addition to EPA recovery of the un-disbursed portions of the drawn down funds, lead to changing the payment method from advance payment to a reimbursable basis. EPA may also take other remedies for noncompliance under 2 CFR 200.208 and/or 2 CFR 200.339.

(f) If the recipient believes that there are extraordinary circumstances that prevent it from complying with the 5-business day disbursement requirement throughout the performance period of this agreement, recipients may request an exception to the requirement by following the procedures specified in RAIN-2018-G06-R. EPA will grant exceptions to the 5-business day disbursement requirement only if the recipient demonstrates that compliance places an undue administrative or financial management burden or EPA determines that granting the exception is in the public interest. EPA will grant exceptions to the 5-business day disbursement requirement only if the recipient demonstrates that compliance places an undue administrative or financial management burden or EPA determines that granting the exception is in the public interest.

Proper Payment Drawdown for State Recipients

In accordance with 2 CFR 200.305(a), payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 CFR Part 205, Subparts A and B and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies" unless a program specific regulation (e.g. 40 CFR 35.3160 or 40 CFR 35.3560) provides otherwise. Pursuant to 31 CFR Part 205, Subpart A—*Rules Applicable to Federal Assistance Programs*

Included in a Treasury-State Agreement, States follow their Treasury-State CMIA Agreement for major Federal programs listed in the agreement. For those programs not listed as major in the Treasury-State agreement, the State follows the default procedures in 31 CFR Part 205, Subpart B—Rules Applicable to Federal Assistance Programs Not Included in a Treasury-State Agreement, which directs State recipients to draw-down and disburse Federal financial assistance funds in anticipation of immediate cash needs of the State for work under the award. States must comply with 2 CFR 200.302(a) in reconciling costs incurred and charged to EPA financial assistance agreements at time of close out unless a program specific regulation provides otherwise.

Selected Items of Cost

6. **Prohibition on Certain Telecommunications and Video Surveillance Service Equipment or Services**
Prohibition on covered telecommunications and video surveillance services or equipment is effective on all obligations and expenditures of EPA financial assistance funding as of August 13, 2020, including awards made before that date.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA-funded revolving loan fund programs, are prohibited from obligating or expending Federal loan or grant funds to procure or obtain covered telecommunications equipment or services; extend or renew a contract to procure or obtain covered telecommunications equipment or services; or enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services. As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
3. Telecommunications or video surveillance services provided by such entities or using such equipment;
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Pursuant to 2 CFR 200.216(c), "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such

as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

(a) Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:

(1) Procure or obtain, extend or renew a contract to procure or obtain;

(2) Enter into a contract (or extend or renew a contract) to procure; or

(3) Obtain the equipment, services, or systems.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889 of Public Law 115-232, are recorded in the System for Award Management exclusion list.

7. Consultant Cap

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Information on how to calculate the maximum daily rate and the daily pay limitation is available at the Office Of Personnel Management's Fact Sheet: How to Compute Rates of Pay and Fact Sheet: Expert and Consultant Pay. Specifically, to determine the maximum daily rate, follow these steps:

(1) Divide the Level IV salary by 2087 to determine the hourly rate. Rates must be rounded to the nearest cent, counting one-half cent and over as the next higher cent (e.g., round $18.845 to $18.85).

(2) Multiply the hourly rate by 8 hours. The product is the maximum daily rate.

Contracts and subcontracts with firms for services that are awarded using the procurement requirements in Subpart D of 2 CFR Part 200 are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.10.

8. Establishing and Managing Subawards

If the recipient chooses to pass funds from this assistance agreement to other entities, the recipient must comply with applicable subaward provisions of 2 CFR Part 200 and the EPA Subaward Policy.

As a pass-through entity, the recipient agrees to:

1. Select subrecipients and conduct subaward competitions, as appropriate, using a

system that properly differentiates between subrecipients and procurement contractors consistent with the differentiating characteristics explained in 2 CFR 200.331 and EPA's supplemental guidance in Appendix A of the EPA Subaward Policy.

2. Verify that the potential subrecipient is not excluded or disqualified in accordance with the verification methods provided in 2 CFR 180.300, such as confirming in SAM.gov that a potential subrecipient is not suspended, debarred, or otherwise excluded from receiving Federal funds.
3. Establish and follow a system that ensures all subaward agreements are in writing and contain all of the elements required by 2 CFR 200.332(b). EPA has developed a template for subaward agreements that is available in Appendix D of the EPA Subaward Policy.
4. Prior to making subawards, ensure that each subrecipient has a "Unique Entity Identifier" (UEI). The UEI is required by 2 CFR Part 25 and 2 CFR 200.332(b). Subrecipients are not required to complete full System for Award Management (SAM.gov) registration to obtain a UEI. Information regarding obtaining a UEI is available at the System for Award Management (SAM.gov) Internet site: http://www.sam.gov/SAM/and in the General Condition of the pass-through entity's agreement with EPA entitled **"System for Award Management and Universal Identifier Requirements"** T&C of the pass-through entity's agreement with the EPA.
5. Ensure that subrecipients are aware of the requirements that apply to the subaward, including those that flow down from the recipient, as required by 2 CFR 200.332(b) and monitor the activities of the subrecipient to ensure compliance with these requirements per 2 CFR 200.332(e). These requirements include, among others:
   a. Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable, including provisions protecting free speech, religious liberty, public welfare, and the environment per 2 CFR 200.300(a), as well as regulations, including 2 CFR 200.300(b) prohibiting discrimination based on sex, sexual orientation, or gender identity.
   b. Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Condition pass-through entity's agreement with EPA entitled **"Reporting Subawards and Executive Compensation."**
   c. Limitations on individual consultant fees as set forth in 2 CFR 1500.10 and the General Condition of the pass-through entity's agreement with EPA entitled **"Consultant Fee Cap."**
   d. EPA's prohibition on paying management fees as set forth in General Condition of the pass-through entity's agreement with EPA entitled "**Management Fees**."
   e. The Procurement Standards in 2 CFR Part 200 including those requiring competition when the subrecipient acquires goods and services from

contractors (including consultants) and Domestic preferences for procurements at 2 CFR 200.322.

f. Other statutes, regulations and Executive Orders that may apply to subawards are described at Information on Requirements that Pass-Through Entities must "Flow Down" to Subrecipients. Many Federal requirements are agreement- or program-specific, and EPA encourages pass-through entities to review the terms of their assistance agreement carefully and consult with their EPA Project Officer for advice if necessary.

6. Establish and follow a system for evaluating subrecipient fraud risk and risk of noncompliance with a subaward to determine the appropriate monitoring described at 2 CFR 200.332(c) and consider whether, based on the evaluation of risk, additional monitoring tools may be useful as described in 2 CFR 200.332(f). When evaluating a subrecipient's risk, a pass-through entity should consider:

a. The subrecipient's prior experience with same or similar subawards;

b. Results of previous audits, including considering whether the subrecipient receives a Single Audit, in accordance with 2 CFR Part 200, Subpart F and the extent to which the same or similar subawards have been audited as a major program;

c. Whether the subrecipient has new personnel or new or substantially change systems, and

d. The extent and results of any Federal agency monitoring (for example, if the subrecipient also receives Federal awards directly from the Federal agency).

7. Establish and follow a process for deciding whether to implement specific conditions in subawards based on risk factors, as described in 2 CFR 200.208, and notify EPA of the specific conditions as required by 2 CFR 200.332(d). Examples of specific conditions, per 2 CFR 200.208, may include:

a. Requiring payments as reimbursements rather than advance payments;

b. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance;

c. Requiring additional or more detailed financial reports;

d. Requiring additional or project monitoring;

e. Requiring the recipient or subrecipient to obtain technical or management assistance; or

f. Establishing additional prior approvals.

8. Establish and follow a system for monitoring subrecipient performance that includes the elements required at 2 CFR 200.332(e), such as reviewing financial and performance reports, and report the results of the monitoring in performance reports as provided in the reporting terms and conditions of this agreement.

9. Ensure that a subrecipient provides a plan for and takes corrective action on all significant developments that negatively affect the subaward. Per 2 CFR 200.332(e)(2), significant developments include Single Audit findings related to the subaward, other audit findings, site visits, and written notifications from a subrecipient of adverse conditions that will impact their ability to meet the

milestones or objectives of the subaward.

10. Establish and maintain an accounting system which ensures compliance with the $50,000 limitation at 2 CFR 200.1, *Modified Total Direct Costs*, if applicable, on including subaward costs in *Modified Total Direct Costs* for the purposes of distributing indirect costs. Recipients with Federally approved indirect cost rates that use a different basis for distributing indirect costs to subawards must comply with their Indirect Cost Rate Agreement.
11. Work with EPA's Project Officer to obtain the written consent of EPA's Office of International and Tribal Affairs (OITA) prior to awarding a subaward to a foreign or international organization or a subaward to be performed in a foreign country, even if that subaward is described in a proposed scope of work.
12. Obtain prior written approval from the EPA's Award Official for any subawards or subaward activities that are not described in the approved work plan in accordance with 2 CFR 200.308. As provided in 2 CFR 200.308(f)(6), recipients must obtain prior approval to change a named subrecipient from the EPA Award Official if the pass-through entity described the original subrecipient's qualifications and/or performance history in the competitive application. Recipients must contact their Project Officer to begin the prior approval process.
13. Obtain prior written approval from the EPA's Award Official before awarding a subaward to an individual if the EPA-approved scope of work does not include a description of subawards to individuals.
14. Establish and follow written procedures under 2 CFR 200.302(b)(7) for determining that subaward costs are allowable in accordance with 2 CFR Part 200, Subpart E and the terms and conditions of this award. These procedures may provide for allowability determinations on a pre-award basis, through ongoing monitoring of costs that subrecipients incur, or a combination of both approaches provided the pass-through entity documents its determinations.
15. Verify that the subrecipient is audited, as applicable, per 2 CFR part 200, Subpart F, and establish and maintain a system under 2 CFR 200.332(g) and 2 CFR 200.521 for issuing management decisions for audits of subrecipients that relate to the Federal award from the recipient. The recipient remains accountable to EPA for ensuring that unallowable subaward costs initially paid by EPA are either reimbursed or offset with allowable costs, regardless of whether the recipient recovers those costs from the subrecipient.
16. As provided in 2 CFR 200.333, pass-through entities must obtain EPA approval to make fixed amount subawards. Recipients should consult with their EPA Project Officer regarding how to obtain EPA approval.

By accepting this award, the recipient is certifying that it either has systems in place to comply

with the requirements described in Items 1 through 16 above or will refrain from making subawards until the systems are designed and implemented.

Subawards to Federal Agencies – Clarity on Applicable EPA Terms and Conditions: If the subrecipient is a Federal agency, the only provisions of the EPA General Terms and Conditions implementing 2 CFR Part 200 on subawards that apply are: (1) the requirement for the Federal agency to obtain a Unique Entity Identifier (UEI) in accordance with 2 CFR Part 25 as described in Item 4 above and (2) the requirement for the recipient to report on first-tier subawards as described in EPA General Term and Condition 15.1, "Reporting of first tier subawards."

As provided within 2 CFR 200.101(a)(2), all other provisions of 2 CFR Part 200, Subparts A through E, do not apply to subawards with federal agencies. Transactions between the recipient and the Federal agency subrecipient will be governed by the Federal agency subrecipient's cost reimbursement agreement with the recipient.

9. Management Fees

Management Fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

10. Federal Employee Costs

The recipient understands that none of the funds for this project (including funds contributed by the recipient as cost sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project unless a Federal agency will be providing services to the recipient as authorized by a Federal statute.

11. Foreign Travel

EPA policy requires that all foreign travel must be approved by its Office of International and Tribal Affairs. The recipient agrees to obtain prior EPA approval before using funds available under this agreement for international travel unless the trip(s) are already described in the EPA approved budget for this agreement. Foreign travel includes trips to Mexico and Canada but does not include trips to Puerto Rico, the U.S. Territories or possessions. Recipients that request post-award approval to travel frequently to Mexico and Canada by motor vehicle (e.g., for sampling or meetings) may describe their proposed travel in general terms in their request for EPA approval. Requests for prior approval must be submitted to the Project Officer for this agreement.

12. The Fly America Act and Foreign Travel

The recipient understands that all foreign travel **funded under this assistance agreement** must comply with the Fly America Act. All travel must be on U.S. air carriers certified under 49 U.S.C. Section 40118, to the extent that service by such carriers is available even if foreign air carrier costs are less than the American air carrier.

13. Union Organizing

Grant funds may not be used to support or oppose union organizing, whether directly or as an offset for other funds.

Reporting and Additional Post-Award Requirements

14. System for Award Management and Universal Identifier Requirements

14.1 **Requirement for System for Award Management (SAM)** Unless exempted from this requirement under 2 CFR 25.110, the recipient must maintain current and active registrationSAM.gov. The recipient's registration must always be current and active until it submits all final reports required under this Federal award or receive the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.

14.2 **Requirement for Unique Entity Identifier (UEI).** If the recipient is authorized to make subawards under this award, the recipient:

- **a.** Must notify potential subrecipients that no entity may receive a subaward unless the entity has provided its UEI to the recipient.
- **b.** Must not make a subaward to an entity unless the entity has provided its UEI. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.

14.3 **Definitions.** For the Purpose of this award term:

- **a.** **System for Award Management (SAM.gov)** means the Federal repository into which an entity must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at: https://www.sam.gov).
- **b.** **Unique Entity Identifier** means the universal identifier assigned by SAM.gov to uniquely identify an entity.
- **c.** **Entity** is defined at 2 CFR 25.400 and includes all of the following types as defined in 2 CFR 200.1:
  - **1)** Non-federal entity,
  - **2)** Foreign organization;
  - **3)** Foreign public entity;

4) Domestic for-profit organization; and

5) Federal agency.

d. Subaward has the meaning given in 2 CFR 200.1

e. Subrecipient has the meaning given in 2 CFR 200.1

15. Reporting Subawards and Executive Compensation

15.1 Reporting of first tier subawards.

a. Applicability. Unless the recipient is exempt as provided in paragraph 15.4. of this award term, the recipient must report each action that obligates $30,000 or more in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds $30,000.

b. Reporting Requirements. (1) The entity or Federal agency must report each subaward described in paragraph 15.1.a of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at https://www.fsrs.gov. (2) For subaward information, report no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on any date during the month of November of a given year, the obligation must be reported by no later than December 31 of that year.)

15.2 Reporting Total Compensation of Recipient Executives.

a. Applicability. The recipient must report the total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if:

15.2.a.1. The total Federal funding authorized to date under this award is $30,000 or more;

15.2.a.2. In the preceding fiscal year, the recipient received: (i.) 80 percent or more of their annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act); (ii.) and $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and

15.2.a.3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at: http:// www.sec.gov/answers/execomp.htm.)

b. Reporting Requirements. The recipient must report executive total compensation described in paragraph 15.2.a of this award term: (i.) As part of the recipient's registration profile at https://www.sam.gov/SAM/ (ii.) No later than the end of the month following the month in which this award is made, and annually thereafter

(For example if this award was made on any date of November in a given year, the executive total compensation must be reported by no later than December 31 of that year.)

15.3 Reporting Total Compensation of Subrecipient Executives.

a. Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph 15.4. of this award term, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

15.3.a.1. The total federal funding authorized to date under the subaward equals or exceeds $30,000; and

15.3.a.2. In the subrecipient's preceding fiscal year, the subrecipient received: (i.) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards subject to the Transparency Act; and (ii.) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and

15.3.a.3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at: http:// www.sec.gov/answers/execomp.htm.)

b. Reporting Requirements. Subrecipients must report their executive total compensation described in paragraph 15.3.a. of this award term to the recipient. The recipient is required to submit this information to FSRS at http:///www.fsrs.gov no later than the end of the month following the month in which the subaward was made. (For example, if a subaward was made on any date during the month of October of a given year, the subaward must be reported no later than November 30 of that year).

15.4 Exemptions

a. If, in the previous tax year, the recipient had gross income, from all sources, under $300,000, the recipient is exempt from the requirements to report:

15.4.a.1. (i) subawards, and (ii) the total compensation of the five most highly compensated executives of any subrecipient.

15.5 Definitions. For purposes of this award term:

a. Entity: includes:

(1) whether for profit or nonprofit: (i) A corporation; (ii) An association; (iii) A partnership; (iv) A limited liability company; (v) A limited liability partnership; (vi) A sole proprietorship; (vii) Any other legal business entity; (viii) Another grantee or contractor that is not excluded by subparagraph (2); and (ix) Any State or locality.

(2) It does not include: (i) An individual recipient of Federal financial assistance; or (ii) A Federal employee.

b. **Executive** means an officer, managing partner, or any other employee holding a management position.

c. **Subaward:** has the meaning given in 2 CFR 200.1

d. **Subrecipient** has the meaning given in 2 CFR 200.1.

e. **Total compensation** means the cash and noncash dollar value an executive earns during the recipient's or subrecipient's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2)).

16. Recipient Integrity and Performance Matters – Reporting of Matters Related to Recipient Integrity and Performance

16.1 General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to SAM.gov that is made available in the designated integrity and performance system (currently the responsibility/qualification information) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

16.2 Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

16.2.c.1. A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

16.2.c.2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

16.2.c.3. An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

16.2.c.4. Any other criminal, civil, or administrative proceeding if:

16.2.c.4.1. It could have led to an outcome described in paragraph 16.2.c.1, 16.2.c.2, or 16.2.c.3 of this award term and condition;

16.2.c.4.2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

16.2.c.4.3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

16.3 Reporting Procedures

Enter in SAM.gov Entity Management area the information that SAM.gov requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.

16.4 Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 16.1 of this award term and condition, you must report proceedings information through SAM.gov for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

16.5 Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.,* Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes –

16.5.c.1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

16.5.c.2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

17. Federal Financial Reporting (FFR)

Pursuant to 2 CFR 200.328 and 2 CFR 200.344, EPA recipients must submit the Federal Financial Report (SF-425) at least annually and no more frequently than quarterly. EPA's standard reporting frequency is annual unless an EPA Region has included an additional term and condition specifying greater reporting frequency within this award document in accordance with 2 CFR 200.208. EPA recipients must submit the SF-425 no later than 30 calendar days after the conclusion of each specified reporting period for quarterly and semi-annual reports and 90 calendar days for annual reports. Final reports are due no later than 120 calendar days after the conclusion of the period of performance of the award. Extension of reporting due dates may be approved by EPA when requested and justified by the recipient. The FFR form is available on the internet at: https://www.epa.gov/grants/sf-425-federal-financial-report. All FFRs must be submitted to the Research Triangle Park Finance Center (RTPFC) via email at rtpfc- grants@epa.gov or mail it to:

US Environmental Protection Agency
RTP-Finance Center (Mail Code AA216-01)
4930 Page Rd.
Durham, NC 27703

The RTPFC will make adjustments as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

18. Indirect Cost Rate Agreements

This term and condition provides requirements for recipients using EPA funds for indirect costs and applies to all EPA assistance agreements unless there are statutory or regulatory limits on IDCs. See also EPA's Indirect Cost Policy for Recipients of EPA Assistance Agreements (IDC Policy).

In order for the assistance agreement recipient to use EPA funding for indirect costs, the IDC category of the recipient's assistance agreement award budget must include an amount for IDCs and at least one of the following must apply:

- With the exception of "exempt" agencies and Institutions of Higher Education as noted below, all recipients must have one of the following current (not expired) IDC rates, including IDC rates that have been extended by the cognizant agency:
  - Provisional
  - Final
  - Fixed rate with carry-forward
  - Predetermined

  - Grants awarded before October 1, 2024 - 10% de minimis rate of modified total direct costs authorized by 2 CFR 200.414(f)
  - Grants awarded on or after October 1, 2024 – up to a 15% de minimis rate of modified total direct costs authorized by 2 CFR 200.414(f)
  - Grants amended to incorporate the October 2024 Revisions to 2 CFR 200 – up to a 15% de minimis rate of modified total direct costs authorized by 2 CFR 200.414(f), effective as of the date of the amendment and going forward, cannot be applied retroactively
  - EPA-approved use of an expired fixed rate with carry-forward on an exception basis, as detailed in section 6.4.a. of the IDC Policy
- "Exempt" state of local governmental departments or agencies are agencies that receive up to and including $35,000,000 in Federal funding per the department or agency's fiscal year and must have an IDC rate proposal developed in accordance with 2 CFR Part 200, Appendix VII, with documentation maintained and available for audit.
- Institutions of Higher Education must use the IDC rate(s) on the approved rate agreement in place at the time of award during the life of the assistance agreement (unless the rate was provisional at time of award, in which case the rate will change once it becomes final). As provided by 2 CFR Part 200, Appendix III(C)(7), the term "life of the assistance agreement", means each competitive segment of the project. If negotiated rate agreements do not extend through the life of the Federal award at the time of the initial award, then the negotiated rate for the last year of the Federal award must be extended through the end of the award. Additional information is available in the regulation.

IDCs incurred during any period of the assistance agreement that are not covered by the provisions above are not allowable costs and must not be drawn down by the recipient. Recipients may budget for IDCs if they have submitted a proposed IDC rate to their cognizant Federal agency, or requested an exception from EPA under subsection 6.4 of the IDC Policy. However, recipients may not draw down IDCs until their rate is approved, if applicable, or EPA grants an exception. IDC drawdowns must comply with the indirect rate corresponding to the period during which the costs were incurred. If the recipient's indirect cost rate has not been finalized within one year after the period of performance ends, the EPA Grants Management Officer is authorized to close the recipient's award using their most recently negotiated rate per 2 CFR 200.344(h).
This term and condition does not govern indirect rates for subrecipients or recipient procurement contractors under EPA assistance agreements. Pass-through entities are required to comply with 2 CFR 200.332(b)(4)(i) and (ii) when establishing indirect cost rates for subawards.

19. Audit Requirements

In accordance with 2 CFR 200.501(a), the recipient hereby agrees to obtain a single audit from an independent auditor, if their organization expends $1,000,000 or more in total Federal funds in their fiscal year for that year.

The recipient must submit a single audit report within 9 months of the end of the recipient's fiscal year or 30 days after receiving the report from an independent auditor. The single audit report MUST be submitted using the Federal Audit Clearinghouse available at: https://fac.gov/.

For complete information on how to accomplish the single audit submissions, the recipient will need to visit the Federal Audit Clearinghouse Web site: https://fac.gov/

20. Closeout Requirements

Reports required for closeout of the assistance agreement must be submitted in accordance with this agreement. Submission requirements and frequently asked questions can also be found at: https://www.epa.gov/grants/frequent-questions-about-closeouts

21. Suspension and Debarment

Recipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. Recipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to the EPA office that is entering into the transaction with the recipient may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Recipients may access the SAM.gov exclusion list at https://sam.gov/SAM/ to determine whether an entity or individual is presently excluded or disqualified.

22. Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law

This award is subject to the provisions contained in an appropriations act(s) which prohibits the Federal Government from entering into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation having a delinquent Federal tax liability or a felony conviction under any Federal law, unless the agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government. A "corporation" is a legal entity that is separate and distinct from the entities that own, manage, or control it. It is organized and incorporated under the jurisdictional authority of a governmental body, such as a State or the District of Columbia. A corporation may be a for-profit or non-profit organization.

As required by the appropriations act(s) prohibitions, the Government will not enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee with any corporation that — (1) Has any unpaid Federal tax liability that has been

assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

By accepting this award, the recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

Alternatively, by accepting this award, the recipient represents that it disclosed unpaid Federal tax liability information and/or Federal felony conviction information to the EPA. The recipient may accept this award if the EPA Suspension and Debarment Official has considered suspension or debarment of the corporation based on tax liabilities and/or Federal felony convictions and determined that suspension or debarment is not necessary to protect the Government's interests.

If the recipient fails to comply with this term and condition, EPA will annul this agreement and may recover any funds the recipient has expended in violation of the appropriations act(s) prohibition(s). The EPA may also pursue other administrative remedies as outlined in 2 CFR 200.339 and 2 CFR 200.340 and may also pursue suspension and debarment.

23. Disclosing Conflict of Interest

23.1 For Awards to Recipients, Subrecipients, and Individuals (other than states and fellowship recipients under 40 CFR Part 46)

As required by 2 CFR 200.112, EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is posted at https://www.epa.gov/grants/epas-financial-assistance-conflict-interest-policy. The posted version of EPA's COI Policy is applicable to new funding (initial awards, supplemental and incremental funding) awarded on or after October 1, 2015.

For competitive awards, recipients must disclose any competition related COI described in section 4.0(a) of the COI Policy that are discovered after award to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of discovery of the COI. The Grant Specialist will respond to any such disclosure within 30 calendar days.

EPA's COI Policy requires that recipients have systems in place to address, resolve and disclose to EPA COIs described in sections 4.0(b), (c) and/or (d) of the COI Policy that affect any contract or subaward regardless of amount funded under this award. The recipient's COI Point of Contact for the award must disclose any COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of the discovery of the potential COI and their approach for resolving the COI.

EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COI's described in section 4.0(b)(c) and (d) of the COI Policy regardless of the amount of the transaction. Recipients who are pass-through entities as defined at 2 CFR 200.1 must require that subrecipients being considered for or receiving subawards disclose COI to the pass-through entities in a manner that, at a minimum, is in accordance with sections 5.0(d) and 7.0(c) of EPA's COI Policy. Pass-through entities must disclose the subrecipient COI along with the approach for resolving the COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of receiving notification of the COI by the subrecipient.

EPA only requires that recipients and subrecipients disclose COI's that are discovered under their systems for addressing and resolving COI. If recipients or subrecipients do not discover a COI, they do not need to advise EPA or the pass-through entity of the absence of a COI.

Upon notice from the recipient of a potential COI and the approach for resolving it, the Agency will then make a determination regarding the effectiveness of these measures within 30 days of receipt of the recipient's notice unless a longer period is necessary due to the complexity of the matter. Recipients may not request payment from EPA for costs for transactions subject to the COI pending notification of EPA's determination. Failure to disclose a COI may result in cost disallowances.

Disclosure of potential COI will not necessarily result in EPA disallowing costs, with the exception of procurement contracts that the Agency determines violate 2 CFR 200.318(c)(1) or (2), provided the recipient notifies EPA of measures the recipient or subrecipient has taken to eliminate, neutralize or mitigate the conflict of interest when making the disclosure.

23.2 For Awards to States Including State Universities that are State Agencies or Instrumentalities

As required by 2 CFR 200.112, EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is posted at: https://www.epa.gov/grants/epas-financial-assistance-conflict-interest-policy. The posted version of EPA's COI Policy is applicable to new funding (initial awards, supplemental, incremental funding) awarded on or after October 1, 2015.

For competitive awards, recipients must disclose any competition related COI described in section 4.0(a) of the COI Policy that are discovered after award to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of discovery of the COI. The Grants Specialist will respond to any such disclosure within 30 calendar days.

States including state universities that are state agencies and instrumentalities receiving funding from EPA are only required to disclose subrecipient COI as a pass-through entity as defined by 2 CFR 200.1. Any other COI are subject to state laws, regulations, and policies. EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COIs described in section 4.0(b)(c) and (d) of the COI Policy that arise after EPA made the award regardless of the amount of the transaction. States who are pass-through entities as defined at 2 CFR 200.1 must require that subrecipients being considered for or receiving subawards disclose COI to the state in a manner that, as a minimum, in accordance with sections 5.0(d) and 7.0(c) of EPA's COI Policy. States must disclose the subrecipient COI along with the approach for resolving the COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of receiving notification of the COI by the subrecipient.

EPA only requires that subrecipients disclose COI's to state pass-through entities that are discovered under their systems for addressing, resolving, and disclosing COI. If subrecipients do not discover a COI, they do not need to advise state pass-through entities of the absence of a COI.

Upon receiving notice of a potential COI and the approach for resolving it, the Agency will make a determination regarding the effectiveness of these measures within 30 days of receipt of the state's notice of a subrecipient COI unless a longer period is necessary due to the complexity of the matter. States may not request payment from EPA for costs for transactions subject to the COI pending notification of EPA's determination. A subrecipient's failure to disclose a COI to the state and EPA may result in cost disallowances.

Disclosure of potential subrecipient COI will not necessarily result in EPA disallowing costs, with the exception of procurement contracts that the Agency determines violate 2 CFR 200.318(c)(1) or (2), provided the subrecipient has taken measures that EPA and the state agree eliminate, neutralize or mitigate the conflict of interest.

24. Transfer of Funds

24.1 Transfer of Funds

Applicable to all assistance agreements other than Continuing Environmental Program Grants subject to 40 CFR 35.114 and 40 CFR 35.514 when EPA's share of the total award exceeds the

Simplified Acquisition Threshold. Simplified Acquisition Threshold is defined at 2 CFR 200.1 and is currently set at $250,000 but the amount is subject to adjustment.

(1) As provided at 2 CFR 200.308(i), the recipient must obtain prior approval from EPA's Grants Management Officer if the cumulative amount of funding transfers among direct budget categories or programs, functions and activities exceeds 10% of the total budget, as last approved by EPA, including cost share. Recipients must submit requests for prior approval to the Grant Specialist and Grants Management Officer with a copy to the Project Officer for this agreement.

(2) Recipients must notify EPA's Grant Specialist and Project Officer of cumulative funding transfers among direct budget categories or programs, functions and activities that do not exceed 10% of the total budget for the agreement. Prior approval by EPA's Grants Management Officer is required if the transfer involves any of the items listed in 2 CFR 200.407 that EPA did not previously approve at time of award or in response to a previous post-award request by the recipient.

24.2 Post-Award Changes for Continuing Environmental Program Grants

Applicable to Continuing Environmental Program Grants subject to 40 CFR 35.114 and 40 CFR 35.514 when EPA's share of the total project costs exceeds the Simplified Acquisition Threshold. Simplified Acquisition Threshold is defined at 2 CFR 200.1 and is currently set at $250,000 but the amount is subject to adjustment.

To determine if a post-award change in work plan commitments is significant and requires prior written approval for the purposes of 40 CFR §35.114(a) or 40 CFR §35.514(a), the recipient agrees to consult the EPA Project Officer (PO) before making the change. The term work plan commitments is defined at 40 CFR §35.102. If the PO determines the change is significant, the recipient cannot make the change without prior written approval by the EPA Award Official or Grants Management Officer.

The recipient must obtain written approval from the EPA Award Official prior to transferring funds from one budget category to another if the EPA Award Official determines that such transfer significantly changes work plan commitment(s). All transfers must be reported in required performance reports. In addition, unless approved with the budget at the time of award, Continuing Environmental Program (CEP) recipients must also obtain prior written approval from the EPA Award Official or Grants Management Officer to use EPA funds for directly charging compensation for administrative and clerical personnel under 2 CFR 200.413(c) and the General Provisions for Selected Items of Cost allowability at 2 CFR 200.420 through 2 CFR 200.476 as supplemented by EPA's Guidance on Selected Items of Cost. The recipient is not required to obtain prior written approval from the EPA Award Official for other items requiring prior EPA approval listed in 2 CFR 200.407.

25. Electronic/Digital Signatures on Financial Assistance Agreement Form(s)/Document(s)

Throughout the life of this assistance agreement, the recipient agrees to ensure that any form(s)/document(s) required to be signed by the recipient and submitted to EPA through any

means including but not limited to hard copy via U.S. mail or express mail, hand delivery or through electronic means such as e-mail are: (1) signed by the individual identified on the form/document, and (2) the signer has the authority to sign the form/document for the recipient. Submission of any signed form(s)/document(s) is subject to any provisions of law on making false statements (e.g., 18 U.S.C. 1001).

26. Extension of Project/Budget Period Expiration Date

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308(g)(2). Therefore, if a no-cost time extension is necessary to extend the period of availability of funds, the recipient must submit a written request to the EPA at least 10 calendar days before the conclusion of the period of performance as required by 2 CFR 200.308(f)(10). **The written request must include:** a justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In addition, if there are overdue reports required by the general, administrative, and/or programmatic terms and conditions of this assistance agreement, the recipient must ensure that they are submitted along with or prior to submitting the no-cost time extension request.

27. Utilization of Disadvantaged Business Enterprises

General Compliance, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

The following text provides updates to 40 CFR Part 33 based upon the associated class exception or highlights a requirement.

1) **EPA MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B**

   EPA no longer certifies entities as Minority-Owned Business Entities (MBEs) or Women-Owned Business Entities (WBEs) pursuant to a class exception issued in October 2019. The class exception was authorized pursuant to the authority in 2 CFR, Section 1500.4(b).

2) **SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C**

   Pursuant to 40 CFR Section 33.301, the recipient agrees to make good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained. The specific six good faith efforts can be found at: 40 CFR Section 33.301 (a)-(f).

   However, in EPA assistance agreements that are for the benefit of Native Americans, the recipient must solicit and recruit Native American organizations and Native American-owned economic enterprises and give them preference in the award process prior to undertaking

the six good faith efforts (40 CFR Section 33.304). If recruiting efforts are unsuccessful, the recipient must follow the six good faith efforts.

3) **CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302**
The recipient agrees to comply with the contract administration provisions of 40 CFR Section 33.302 (a)-(d) and (i).

4) **BIDDERS LIST, 40 CFR Section 33.501(b) and (c)**
Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR Section 33.501 (b) and (c) for specific requirements and exemptions.

5) **FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D**
Recipients must negotiate with the appropriate EPA Award Official, or their designee, fair share objectives/goals for MBE and WBE participation in procurement under financial assistance agreements. The recipient is exempted if this agreement meets one or more of the exemptions outlined in 40 CFR 33.411.

Applicability of Fair Share Objectives:

- If the total dollar amount of the agreement or all the recipient's EPA agreements in a fiscal year is $250,000 or more.
- The applicable MBE/WBE fair share objectives/goals are those negotiated with EPA for the State-lead environmental entity where the majority of the procurement activity will occur. This applies unless the recipient has been specially identified, to the year in which the procurement activity occurred.

The negotiated fair share objectives/goals are located at: https://www.epa.gov/grants/fair-share-objectives

By accepting this financial assistance agreement, the recipient is accepting the fair share objectives/goals negotiated with the State-lead environmental entity and attests to the fact that they are purchasing the same or similar construction, supplies, services, and equipment, in the same or similar relevant geographic buying market.

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404
The recipient has the option to negotiate their own MBE/WBE fair share objectives/goals. If the recipient elects to negotiate their own MBE/WBE fair share objectives/goals, the recipient agrees to submit the proposed MBE/WBE fair share objectives/goals with the supporting availability analysis or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies, and equipment, to the Regional MBE/WBE Coordinator within 120 days of their acceptance of the assistance agreement. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. Failure to respond within this time frame may be considered an

agreement by EPA to the fair share objectives/goals submitted by the recipient. MBE and WBE fair share objectives/goals must be agreed upon by the recipient and EPA before funds may be expended for procurement under the recipient's assistance agreement.

In accordance with 40 CFR, Part 33, Subpart D, established fair share objectives/goals remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The recipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

Fair Share Objectives/Goals of Loan Recipients

As a recipient of an EPA financial assistance agreement to capitalize revolving loan funds, the recipient agrees to either apply their fair share objectives/goals negotiated with EPA to identified loans using a substantially similar relevant geographic market or negotiate separate fair share objectives with their identified loan recipients. These separate fair share objectives/goals must be based on demonstrable evidence of the availability of MBEs and WBEs in accordance with 40 CFR, Part 33, Subpart D.

The recipient agrees that if procurements will occur over more than one year, the recipient may choose to apply the fair share objectives/goals in place either for the year in which the identified loan is awarded or for the year in which the procurement action occurs. The recipient must specify this choice in the financial assistance agreement or incorporate it by reference therein.

The recipient is not required to apply the fair share objectives requirements to an entity receiving an identified loan of $250,000 or less or to an entity receiving more than one identified loan with a combined total of $250,000 or less in any one fiscal year.

6) **MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E**

When required, the recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at https://www.epa.gov/system/files/documents/2021-08/epa_form_5700_52a.pdf .

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category) with a cumulative total that exceed the Simplified Acquisition Threshold (SAT) (currently, $250,000 however the threshold will be automatically revised whenever the SAT is adjusted; See 2 CFR Section 200.1), including amendments and/or modifications. When reporting is required, all procurement actions are reportable, not just the portion which exceeds the SAT.

Annual reports are due by October 30th of each year. Final reports are due 120 days after the conclusion of the period of performance.

This provision represents an approved exception from the MBE/WBE reporting requirements as described in 40 CFR Section 33.502.

7) **MBE/WBE RECORDKEEPING, 40 CFR, Part 33, Subpart E**
The recipient agrees to comply with all recordkeeping requirements as stipulated in 40 CFR Part 33, Subpart E including creating and maintain a bidders list, when required. Any document created as a record to demonstrate compliance with any requirements of 40 CFR Part 33 must be maintained pursuant to the requirements stated in this Subpart.

Programmatic General Terms and Conditions

28. Sufficient Progress
EPA will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. EPA may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.

29. Copyrighted Material and Data
In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes. This includes the right to require recipients and subrecipients to make such works available through agency-designated public access repositories.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for [i.e., authorized by] the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, Tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other recipients to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other recipient to use the copyrighted works or other data.
Under Item 6, the recipient acknowledges that EPA may authorize another recipient(s) to use the copyrighted works or other data developed under this grant as a result of:

- The selection of another recipient by EPA to perform a project that will involve the use of the copyrighted works or other data, or
- Termination or expiration of this agreement.

In addition, EPA may authorize another recipient to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

30. Patents and Inventions

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 USC Sections 200-212.

Pursuant to the Bayh-Dole Act (set forth in 35 USC 200-212), EPA retains the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the assistance agreement holder, as defined in the Act. To streamline the invention reporting process and to facilitate compliance with the Bayh-Dole Act, the recipient must utilize the Interagency Edison extramural invention reporting system at https://www.nist.gov/iedison. Annual utilization reports must be submitted through the system. The recipient is required to notify the Project Officer identified on the award document when an invention report, patent report, or utilization report is filed at https://www.nist.gov/iedison. EPA elects not to require the recipient to provide a report prior to the close-out of a funding agreement listing all subject inventions or stating that there were none.

In accordance with Executive Order 12591, as amended, government owned and operated laboratories can enter into cooperative research and development agreements with other federal laboratories, state and local governments, universities, and the private sector, and license, assign, or waive rights to intellectual property "developed by the laboratory either under such cooperative research or development agreements and from within individual laboratories."

31. Acknowledgement Requirements for Non-ORD Assistance Agreements

The recipient agrees that any reports, documents, publications, or other materials developed for public distribution supported by this assistance agreement shall contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the Environmental Protection Agency endorse trade names or recommend the use of commercial products mentioned in this document, as well as any images, video, text, or other content created by generative artificial intelligence tools, nor does any such content necessarily reflect the views and policies of the Environmental Protection Agency."

Recipients of EPA Office of Research Development (ORD) research awards must follow the acknowledgement requirements outlined in the research T&Cs available at: https://www.nsf.gov/awards/managing/rtc.jsp. In accordance with the Research Terms and

Conditions Overlay to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance), 2 CFR §200, recipients of EPA ORD research must abide by the research T&Cs.

32. Electronic and Information Technology Accessibility

Recipients are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology ("EIT"). In compliance with Section 504, EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time, the EPA will consider a recipient's websites, interactive tools, and other EIT as being in compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194. While Section 508 does not apply directly to grant recipients, we encourage recipients to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for individuals with disabilities.

Recipients may wish to consult the latest Section 508 guidelines issued by the U.S. Access Board or W3C's Web Content Accessibility Guidelines (WCAG) 2.0 (see https://www.access-board.gov/about/policy/accessibility.html).

33. Human Subjects

Human subjects research is any activity that meets the regulatory definitions of both research AND human subject. Research is a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. Human subject means a living individual about whom an investigator (whether professional or student) conducting research: (i) Obtains information or biospecimens through intervention or interaction with the individual, and uses, studies, or analyzes the information or biospecimens; or (ii) Obtains, uses, studies, analyzes, or generates identifiable private information or identifiable biospecimens 40 CFR 26.102(e)(l).

No research involving human subjects shall be conducted under this agreement without prior written approval of the EPA Human Subject Research Review Official (HSRRO) to proceed with that research. If engaged in human subjects' research as part of this agreement, the recipient agrees to comply with all applicable provisions of EPA Regulation 40 CFR 26 (Protection of Human Subjects). This includes, at Subpart A, the Basic Federal Policy for the Protection of Human Research Subjects, also known as the Common Rule. It also includes, at Subparts B, C, and D, prohibitions and additional protections for children, nursing women, pregnant women, and fetuses in research conducted or supported by EPA.

The recipient further agrees to comply with EPA's procedures for oversight of the recipient's compliance with 40 CFR 26, as given in EPA Order 1000.17A (Policy and Procedures on Protection of Human Research Subjects in EPA Conducted or Supported Research). As per this order, no human subject may be involved in any research conducted under this assistance agreement, including recruitment, until the research has been approved or determined to be exempt by the EPA HSRRO after review of the approval or exemption determination of the Institutional Review Board(s) (IRB(s)) with jurisdiction over the research under 40 CFR 26.

For HSRRO approval, the recipient must forward to the Project Officer: (1) copies of all documents upon which the IRB(s) with jurisdiction based their approval(s) or exemption determination(s), (2) copies of the IRB approval or exemption determination letter(s), (3) copy of the IRB-approved consent forms and subject recruitment materials, if applicable, and (4) copies of all supplementary IRB correspondence.

Following the initial approvals indicated above, the recipient must, as part of the annual report(s), provide evidence of continuing review and approval of the research by the IRB(s) with jurisdiction, as required by 40 CFR 26.109(e). Materials submitted to the IRB(s) for their continuing review and approval are to be provided to the EPA HSRRO via the Project Officer upon IRB approval. During the course of the research, investigators must promptly report any unanticipated problems involving risk to subjects or others according to requirements set forth by the IRB. In addition, any event that is significant enough to result in the removal of the subject from the study should also be reported to the EPA HSRRO via the Project Officer, even if the event is not reportable to the IRB of record.

34. Animal Subjects

The recipient agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131- 2156. Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97): 20864-20865. May 20,1985). The nine principles can be viewed at https://olaw.nih.gov/policies-laws/phs-policy.htm. For additional information about the Principles, the recipient should consult the *Guide for the Care and Use of Laboratory Animals,* prepared by the Institute of Laboratory Animal Resources, National Research Council.

35. Light Refreshments and/or Meals

(a) APPLICABLE TO ALL AGREEMENTS EXCEPT STATE CONTINUING ENVIRONMENTAL PROGRAMS (AS DESCRIBED BELOW):

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

(1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s)

(2) A description of the purpose, agenda, location, length, and timing for the event, and
(3) An estimated number of participants in the event and a description of their roles

Costs for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

Recipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the recipient's EPA Project Officer; however, the Agency Award Official or Grant Management Officer will make final determinations on allowability. Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the recipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

EPA funding for meals, light refreshments, and space rental may not be used for any discrete portion of an event or meeting, such as a reception, banquet, or another similar entertainment-oriented activity, where alcohol is served, purchased, or otherwise available as part of the discrete portion of the event or meeting, even if EPA funds are not used to purchase the alcohol. This restriction does not prohibit a recipient from using its own funds, private donations, or separate fees charged to the meeting attendees (that are not program income) for discrete portions of events or meetings, such as receptions, banquets, or another similar entertainment-oriented activity where alcohol is served.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon, or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.7)

(b) FOR STATE CONTINUING ENVIROMENTAL PROGRAM GRANT RECIPIENTS EXCLUDING STATE UNIVERSITIES:

If the state maintains systems capable of complying with federal grant regulations at 2 CFR 200.432 and 2 CFR 200.438, EPA has waived the prior approval requirements for the use of EPA funds for light refreshments and/or meals served at meetings, conferences, and training, as described in paragraph (a) above. The state may follow its own procedures without requesting prior approval from EPA. However, notwithstanding state policies, EPA funds may not be used for (1) Meetings (e.g. routine staff meetings) that do not meet the definition of "Conference" in 2 CFR 200.432, (2) evening receptions, or (2) other evening events (with the exception of working meetings). Examples of working meetings include those evening events in which small groups discuss technical subjects on the basis of a structured agenda or there are presentations being conducted by experts. EPA funds for meals, light refreshments, and space rental may not be used for any portion of an event (including evening working meetings) where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

By accepting this award, the state is certifying that it has systems in place (including internal controls) to comply with the requirements described above.

36. Tangible Personal Property

36.1 Reporting

Pursuant to 2 CFR 200.312 and 2 CFR 200.314, property reports, if applicable, are required for Federally-owned property in the custody of a recipient or subrecipient upon completion of the Federal award or when the property is no longer needed. Additionally, upon termination or completion of the project, residual unused supplies with a total aggregate fair market value exceeding $10,000 not needed for any other Federally-funded programs or projects must be reported. For Superfund awards under Subpart O, refer to 40 CFR 35.6340 and 40 CFR 35.6660 for property reporting requirements. Recipients should utilize the Tangible Personal Property Report form series (SF-428) to report tangible personal property.

36.2 Disposition

36.2.1. Most Recipients or Subrecipients. Consistent with 2 CFR 200.313, unless instructed otherwise on the official award document, this award term, or at closeout, the recipient or subrecipient, including a subrecipient of a State or an Indian Tribe, may keep the equipment and continue to use it on the project originally funded through this assistance agreement or on other federally funded projects whether or not the project or program continues to be supported by Federal funds.

36.2.2. State Agencies. Per 2 CFR 200.313(b), recipients that are State agencies must manage and dispose of equipment acquired under this assistance agreement in accordance with state laws and procedures.

36.2.3. Indian Tribes. Per 2 CFR 200.313(b), recipients that are Indian Tribes must manage and dispose of equipment acquired under this assistance agreement in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes, unless instructed otherwise on the official award document or at closeout, may keep the equipment and continue to use it on the project originally funded through this assistance agreement or on other federally funded projects whether or not the project or program continues to be supported by Federal funds.

36.2.4. Superfund Recipients. Equipment purchased for Superfund projects under Subpart O is subject to specific disposal options in accordance with 40 CFR Part 35.6345.

37. Dual Use Research of Concern (DURC)

The recipient agrees to conduct all life science research* in compliance with *EPA's Order on the Policy and Procedures for Managing Dual Use Research of Concern* (EPA DURC Order) and *United States Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern (iDURC Policy).* If the recipient is an institution within the United States that receives funding through this agreement, or from any other source, the recipient agrees to comply with the iDURC Policy if they conduct or sponsor research involving any of the agents or toxins identified in Section 6.2.1 of the iDURC Policy. If the institution is outside the United States and receives funding through

this agreement to conduct or sponsor research involving any of those same agents or toxins, the recipient agrees to comply with the iDURC Policy. The recipient agrees to provide any additional information that may be requested by EPA regarding DURC and iDURC. The recipient agrees to immediately notify the EPA Project Officer should the project use or introduce use of any of the agents or toxins identified in the iDURC Policy. The recipient's Institution/Organization must also comply with USG iDURC policy and EPA DURC Order and will inform the appropriate government agency if funded by such agency of research with the agents or toxins identified in Section 6.2.1 of the iDURC Policy. If privately funded the recipient agrees to notify the National Institutes of Health at DURC@od.nih.gov.

* "*Life Sciences Research,*" for purposes of the EPA DURC Order, and based on the definition of research in 40 CFR §26.102(d), is a systematic investigation designed to develop or contribute to generalizable knowledge involving living organisms (e.g., microbes, human beings, animals, and plants) and their products. EPA does not consider the following activities to be research: routine product testing, quality control, mapping, collection of general-purpose statistics, routine monitoring and evaluation of an operational program, observational studies, and the training of scientific and technical personnel. [Note: This is consistent with Office of Management and Budget Circular A-11.]

38. Research Misconduct

In accordance with 2 CFR 200.329, the recipient and subrecipient agree to notify the EPA Project Officer in writing about research misconduct involving research activities that are supported in whole or in part with EPA funds under this project. EPA defines research misconduct as fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results [65 FR 76262. I], or ordering, advising or suggesting that subordinates engage in research misconduct. The recipient agrees to:

(1) Immediately notify the EPA Project Officer who will then inform the EPA Office of Inspector General (OIG) if, at any time, an allegation of research misconduct falls into one of the categories listed below:

- **A.** Public health of safety is at risk
- **B.** Agency resources or interests are threatened
- **C.** Circumstances where research activities should be suspended
- **D.** There is a reasonable indication of possible violations of civil or criminal law
- **E.** Federal action is required to protect the interests of those involved in the investigation
- **F.** The research entity believes that the inquiry or investigation may be made public prematurely so that appropriate steps can be taken to safeguard evidence and protect the rights of those involved
- **G.** Circumstances where the research community or public should be informed. [65 FR 76263.III]

(2) Report other allegations to the OIG when they have conducted an inquiry and determined that there is sufficient evidence to proceed with an investigation. [65 FR 76263. III]

39. Scientific Integrity Terms and Conditions

The recipient agrees to comply with EPA's Scientific Integrity Policy when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this award condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue. The recipient agrees to:

39.1 Scientific Products

39.1.1. Produce scientific products of the highest quality, rigor, and objectivity, by adhering to applicable EPA information quality guidelines, quality policy, and peer review policy.

39.1.2. Prohibit all recipient employees, contractors, and program participants, including scientists, managers, and other recipient leadership, from suppressing, altering, or otherwise impeding the timely release of scientific findings or conclusions.

39.1.3. Adhere to EPA's Peer Review Handbook, 4th Edition, for the peer review of scientific and technical work products generated through EPA grants or cooperative agreements which, by definition, are not primarily for EPA's direct use or benefit.

39.2 Scientific Findings

39.2.1. Require that reviews regarding the content of a scientific product that are conducted by the project manager and other recipient managers and the broader management chain be based only on scientific quality considerations, e.g., the methods used are clear and appropriate, the presentation of results and conclusions is impartial.

39.2.2. Ensure scientific findings are generated and disseminated in a timely and transparent manner, including scientific research performed by employees, contractors, and program participants, who assist with developing or applying the results of scientific activities.

39.2.3. Include, when communicating scientific findings, an explication of underlying assumptions, accurate contextualization of uncertainties, and a description of the probabilities associated with both optimistic and pessimistic projections, if applicable.

39.2.4. Document the use of independent validation of scientific methods.

39.2.5. Document any independent review of the recipient's scientific facilities and testing activities, as occurs with accreditation by a nationally or internationally recognized sanctioning body.

39.2.6. Make scientific information available online in open formats in a timely manner, including access to data and non-proprietary models.

39.3 Scientific Misconduct

39.3.1. Prohibit intimidation or coercion of scientists to alter scientific data, findings, or professional opinions or non-scientific influence of scientific advisory boards. In addition, recipient employees, contractors, and program participants, including scientists, managers, and other leadership, shall not knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty.

39.3.2. Prohibit retaliation or other punitive actions toward recipient employees who uncover or report allegations of scientific and research misconduct, or who express a differing scientific

opinion. Employees who have allegedly engaged in scientific or research misconduct shall be afforded the due process protections provided by law, regulation, and applicable collective bargaining agreements, prior to any action. Recipients shall ensure that all employees and contractors of the recipient shall be familiar with these protections and avoid the appearance of retaliatory actions.

39.3.3. Require all recipient employees, contractors, and program participants to act honestly and refrain from acts of research misconduct, including publication or reporting, as described in EPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C. Research misconduct does not include honest error or differences of opinion. While EPA retains the ultimate oversight authority for EPA-supported research, grant recipients conducting research bear primary responsibility for prevention and detection of research misconduct and for the inquiry, investigation, and adjudication of research misconduct alleged to have occurred in association with their own institution.

39.3.4. Take the actions required on the part of the recipient described in the EPA's Policy and Procedures for Addressing Research Misconduct, Sections 6 through 9, when research misconduct is suspected or found.

39.4 Additional Resources

For more information about the Scientific Integrity Policy, an introductory video can be accessed at: https://youtu.be/FQJCy8BXXq8. A training video is available at: https://youtu.be/Zc0T7fooot8.

40. Post-Award Disclosure of Current and Pending Support on Research Grants

The recipient is required to notify EPA if there has been a change in support for senior/key persons since submission of its application or the last reporting period in the performance report. If there has been a change, the recipient must report the change within 30 calendar days to the EPA Project Officer. The information should also be included in the next due performance report. If there has been a change, submit a revised current and pending support form (see 'EPA Current and Pending Support'). Senior/key persons must certify that the information contained in the updated current and pending support form is current, accurate, and complete. For additional details on what information needs to be disclosed, please see NSTC Pre-award and Post-award disclosures Relating to the Biographical Sketch and Current and Pending (Other) Support at NSTC Research Security Subcommittee NSPM-33 Implementation Guidance Disclosure Requirements & Standardization.

EPA may consult with the Lead/Contact PI and the Authorized Organization Representative (AOR), if necessary, to determine the impact of the new information on the EPA-funded research grant and, where necessary, take appropriate action.

If the recipient discovers that a senior/key person on an active EPA grant failed to disclose current and pending support information or provided inaccurate information as part of the proposal submission process, it must submit a revised current and pending support form (see 'EPA Current

and Pending Support') to the EPA Project Officer within 30 calendar days of the identification of the undisclosed or inaccurate current and pending information.

41. Procurement of Synthetic Nucleic Acids and Benchtop Nucleic Acid Synthesis Equipment

Beginning on April 26, 2025, the recipient must procure synthetic nucleic acids and benchtop nucleic acid synthesis equipment, as defined in the 2024 Office of Science and Technology Policy (OSTP) Framework for Nucleic Acid Synthesis Screening (Framework), from providers or manufacturers that attest to adhering to the Framework. The attestation may be posted on a public website or provided directly to the recipient upon request. The recipient must include this requirement in all lower tier agreements (for example subrecipients or subcontractors).

Public Policy Requirements

42. Civil Rights Obligations

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Certifications and Representations in SAM.gov or Standard Form 424D, as applicable.

These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing federal and EPA regulations.

(a) Statutory Requirements

i. In carrying out this agreement, the recipient must comply with:

1) Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, by entities receiving Federal financial assistance.

2) Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and

3) The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.

ii. If the recipient is an education program or activity (e.g., school, college, or university) or if the recipient is conducting an education program or activity under this agreement, it must also comply with:

1) Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance. For further information about your compliance obligations regarding Title IX, see https://www.justice.gov/crt/title-ix

iii. If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:

1) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

(b) Regulatory Requirements

i. The recipient agrees to comply with all applicable EPA civil rights regulations, including:
   1) For Title IX obligations, 40 C.F.R. Part 5; and
   2) For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R Part7.
      Note that for financial assistance awarded to any entity, including any subrecipient, in the State of Louisiana, pursuant to a permanent injunction issued by the U.S. District Court for the Western District of Louisiana, EPA will not impose any disparate-impact or cumulative-impact-analysis requirements under Title VI of the Civil Rights Act of 1964 in any pre-award assurances or terms and conditions accompanying the application for and receipt of this grant award.
   3) The statutory and national policy requirements at 2 CFR 200.300(a).
   4) For Federal awards that are subject to a Federal statute prohibiting discrimination based on sex, the Federal agency or pass-through entity must ensure that the award is administered in a way that does not unlawfully discriminate based on sexual orientation or gender identity consistent with the Supreme Court's reasoning in *Bostock v Clayton County*, 140 S. Ct. 1731 (2020), in accordance with 2 CFR 200.300.
   5) As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements as applicable, including, but not limited to collecting, maintaining, and providing upon request compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

(c) **Title VI – Limited English Proficiency (LEP), Public Participation and Affirmative Compliance Obligation**

i. As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to take reasonable steps to provide meaningful access to LEP individuals. In implementing that requirement, the recipient may refer to the EPA document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The Guidance can be found at: https://www.federalregister.gov/documents/2004/06/25/04-14464/guidance-to-environmental-protection-agency-financial-assistance-recipients-regarding-title-vi.

ii. If the recipient is administering permitting programs under this agreement, the recipient may refer to EPA's "Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs." The Guidance can be found at: https://www.govinfo.gov/content/pkg/FR-2006-03-21/pdf/06-2691.pdf.

iii. In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective federal civil rights compliance programs, as required by EPA's nondiscrimination regulations at 40 C.F.R. Parts 5 and 7, and ensure that it does not discriminate in its programs and activities in violation of federal civil rights laws and regulations. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented, or to otherwise demonstrate how it is meeting

its federal civil rights obligations. For further assistance on civil rights compliance, the recipient may refer to the EPA document entitled, "Civil Rights Guidance on Procedural Safeguards: Requirements and Best Practices." The Guidance can be found at: www.epa.gov/system/files/documents/2024-08/civil-rights-guidance-on-procedural-safeguards-august-2024.pdf.

43. Drug-Free Workplace

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at www.ecfr.gov/.

44. Hotel-Motel Fire Safety

Pursuant to U.S.C. 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at https://apps.usfa.fema.gov/hotel/ to see if a property is in compliance, or to find other information about the Act.

45. Lobbying Restrictions

a) This assistance agreement is subject to lobbying restrictions as described below. Applicable to all assistance agreements:

i. The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient shall abide by the Cost Principles available at 2 CFR Part 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.

ii. The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding $100,000 and require that subrecipients submit certification and disclosure forms accordingly.

iii. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification

or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

iv. Contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the contract provisions provided in Appendix II to Part 200.

v. By accepting this award, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986 as required by Section 18 of the Lobbying Disclosure Act; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

b) Applicable to assistance agreements when the amount of the award is over $100,000:

i. By accepting this award, the recipient certifies, to the best of its knowledge and belief that:

1) No Federal appropriated funds have been or will be paid, by or on behalf of the recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the recipient shall complete and submit the linked Standard Form -- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The recipient shall require that the language of this certification be included in the award documents for all subawards exceeding $100,000 at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ii. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

46. Recycled Paper

When directed to provide paper documents, the recipient agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA.

47. Resource Conservation and Recovery Act

Consistent with goals of section 6002 of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247.

a) Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.323, the recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds $10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was $10,000 or more. Pursuant to 40 CFR 247.2(d), the recipient or subrecipient may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products per Executive Order 14057, section 101, Policy.

48. Trafficking in Persons

a) Provisions applicable to a recipient that is a private entity receiving funds under the award.

i. The recipient, the recipient's employees, subrecipients under this award, and subrecipients' employees may not engage in:

1) Severe forms of trafficking in persons

2) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;

3) The use forced labor in the performance of this award or any subaward; or

4) Acts that directly support or advance trafficking in persons, including the following acts:

i. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

ii. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

A. Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreements; or

B. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

iii. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

iv. Charging recruited employees a placement or recruitment fee; or

v. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. EPA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:

1) Is determined to have violated a prohibition in paragraph 47.a.i. of this award term; or

2) Has an employee that is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 47.a.i. of this award term through conduct that is either:

i. Associated with the performance under this award; or

ii. Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, ''OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non- procurement),'' as implemented by EPA at 2 CFR Part 1532.

b) Provision applicable to a recipient other than a private entity. EPA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:

i. Is determined to have violated an applicable prohibition in paragraph 47.a.i. of this award term; or

ii. Has an employee that is determined to have violated a prohibition in paragraph 47.a.i. of this award term through conduct that is either:

1) Associated with the performance under this award; or

2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, ''OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by EPA at 2 CFR Part 1532.

c) Provisions applicable to any recipient

i. The recipient must inform the EPA and the EPA's Office of Inspector General immediately of any information received from any source alleging a violation of a prohibition in paragraph 47.a.i. of this award term.

ii. The EPA's right to terminate unilaterally that is described in paragraphs 47.a. and 47.b.:
    1) Implements the requirements of 22 U.S.C. Chapter 78, and
    2) Is in addition to all other remedies for noncompliance that are available to the EPA under this award.
iii. The recipient must include the requirements of paragraph 47.a.1. of this award term in any subaward made to a private entity.
iv. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

d) **Definitions.** For purposes of this award term:
i. "Employee" means either:
    1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
ii. "Private Entity" means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1
iii. The terms "severe forms of trafficking in persons," ''commercial sex act,'' "sex trafficking," "Abuse or threatened abuse of law or legal process," ''coercion,'' "debt bondage," and involuntary servitude" have the meanings given at section 103 of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7102).

49. Build America, Buy America – Required Use of American Iron, Steel, Manufactured Products, and Construction Materials (effective October 23, 2023, and forward)

***Buy America Preference*.** Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

(1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
(2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under

applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and

(3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

***Incorporation into an infrastructure project*.** The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

***Categorization of articles, materials, and supplies*.** An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

***Application of the Buy America Preference by category*.** An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

(a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

***Construction material standards*.** The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered "produced in the United States." Except as specifically provided, only a single standard should be applied to a single construction material.

(1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

(2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers. When supported by rationale provided in IIJA §70914, the recipient may submit a waiver request in writing to EPA. Recipients should request guidance on the submission instructions of an EPA waiver request from the EPA Project Officer for this agreement. A list of approved EPA waivers (general applicability and project specific) is available on the EPA Build America, Buy America website.

EPA may waive the application of the Buy America Preference when it has determined that one of the following exceptions applies:

(1) applying the Buy America Preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

For questions regarding the Build America, Buy America Act requirements for this assistance agreement or to determine if there is an approved waiver in place, please contact the EPA Project Officer for this agreement.

Definitions. For legal definitions and sourcing requirements, the recipient must consult the EPA Build America, Buy America website, 2 CFR Part 184, and the Office of Management and Budget's (OMB) Memorandum M-24-02 Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

50. Required Certifications and Consequences of Fraud

Per 2 CFR 200.415(a), financial reports must include a certification that must be signed by an official who is authorized to legally bind the recipient which reads as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

As outlined in 2 CFR 200.415(b), subrecipients of all tiers under the Federal award must certify to the pass-through entity whenever applying for funds, requesting payment, and submitting financial reports as follows:

"I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812."

The certifications must be maintained in accordance with the record retention requirements at 2 CFR 200.334.

51. Reporting Waste, Fraud and Abuse

Consistent with 2 CFR 200.113, the recipient and any subrecipients of this award must promptly report in writing whenever there is credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733) to the EPA Project Officer, the pass-through entity (if applicable), and the EPA Office of Inspector General (OIG). The methods to contact the EPA OIG are (1) online submission via the EPA OIG Hotline Complaint Form; (2) email to OIG_Hotline@epa.gov; (3) phone 1-888-546-8740; or (4) mail directed to

Environmental Protection Agency, Office of Inspector General, 1200 Pennsylvania Avenue, N.W. (2410T), Washington, DC 20460.

To support awareness of the OIG hotline, recipients and/or subrecipients receiving an EPA award or subaward of $1,000,000 or more must display EPA OIG Hotline posters in facilities where the work is performed under the grant. EPA OIG Hotline posters may be downloaded or printed or may be obtained by contacting the OIG at 1- 888-546-8740. Recipients and subrecipients need not comply with this requirement if they have established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct and have provided instructions that encourage employees to make such reports.

Recipients and subrecipients are also required to report matters related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

52. Whistleblower Protections

This award is subject is to whistleblower protections, including the protections established at 41 U.S.C. 4712 and 2 CFR 200.217 providing that an employee of the recipient or subrecipient may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract, grant, or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract), grant. These covered persons or bodies include:

- **a.** A member of Congress or representative of a committee of Congress.
- **b.** An Inspector General.
- **c.** The Government Accountability Office.
- **d.** A Federal employee responsible for contract or grant oversight or management at the relevant agency.
- **e.** An authorized official of the Department of Justice or other law enforcement agency.
- **f.** A court of grand jury.
- **g.** A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Consistent with 41 U.S.C. 4712(d), the recipient and subrecipients must inform their employees in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. 4712. Additional information about whistleblower protections, including protections for such employees may be found at the EPA Office of Inspector General's Whistleblower Protection page.

53. Access to Records

In accordance with 2 CFR 200.337, EPA, the pass-through entity, the EPA Office of Inspector General (OIG), and the Comptroller General of the United States have the right to access any records of the recipient and subrecipient pertinent to this award, to perform audits, execute site visits, or for any other official use. This right of access also includes timely and reasonable access to the recipient and subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general. This right of access shall continue as long as the records are retained.

Meeting Date:	**June 9, 2026**
Department:	**Legal**
From:	**Teresa Knox, City Attorney**

Ordinance No.: 2026-034 - Granting an encroachment to BT Columbia LLC C/O BET Investments, Inc. for the use of the right of way areas of the 300 block of Lincoln Street and the 800 block of Catawba Street for the installation and maintenance of sidewalks, a multi-use path, a drop-off loop with a fountain, a concrete trash collection pad, landscaping and irrigation adjacent to 315 Lincoln Street, Richland County TMS# 08913-05-03 and 08913-05-05

First reading approval was given on May 19, 2026.

Background Summary:

Attachments:

1. 2026-034 – 315 Lincoln permanent encroachment
2. 315 Lincoln St case packet

ORDINANCE NO.: 2026-034

Granting an encroachment to BT Columbia LLC C/O BET Investments, Inc. for the use of the right of way areas of the 300 block of Lincoln Street and the 800 block of Catawba Street for the installation and maintenance of sidewalks, a multi-use path, a drop-off loop with a fountain, a concrete trash collection pad, landscaping and irrigation adjacent to 315 Lincoln Street, Richland County TMS# 08913-05-03 and 08913-05-05

WHEREAS, BT Columbia LLC C/O BET Investments, Inc., (hereinafter "Grantee") desires to utilize a portion of the right of way areas of the 300 block of Lincoln Street and the 800 block of Catawba Street for the installation and maintenance of sidewalks measuring between approximately five (5') feet to eight (8') feet in width three hundred eighty five (385') feet in length, a multi-use path measuring approximately fourteen (14') feet in width three hundred ten (310') feet in length, a drop-off loop with pavers, a fountain and twelve (12) bollards, a concrete trash collection pad measuring approximately thirteen (13') feet in width seventeen (17') feet in length, landscaping and irrigation adjacent to 315 Lincoln 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 areas of the 300 block of Lincoln Street and the 800 block of Catawba Street adjacent to 315 Lincoln Street, Richland County TMS# 08913-05-03 and 08913-05-05, for the installation and maintenance of sidewalks measuring between approximately five (5') feet to eight (8') feet in width three hundred eighty five (385') feet in length, a multi-use path measuring approximately fourteen (14') feet in width three hundred ten (310') feet in length, a drop-off loop with pavers, a fountain and twelve (12) bollards, a concrete trash collection pad measuring approximately thirteen (13') feet in width seventeen (17') feet in length, landscaping and irrigation, as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by 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,

LEGAL DEPARTMENT DRAFT

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns; and,

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of $600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Grantee is responsible for maintaining landscaping and improvements.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
8. Coordinate with Planning and Development Services staff to attempt to separate the curb ramps at Lincoln and Catawba to direct pedestrian traffic into the crosswalk perpendicular to the street as much as possible (rather than diagonally into the intersection) while still aligning with the ramps on the other side.
9. Concrete trash collection pad located in the Catawba Street right-of-way shall be used only for temporary trash containers and shall contain no permanent dumpster or trash enclosure facilities. Trash collection container shall only be placed on the concrete pad on collection days and shall be removed promptly after collection. Trash and debris shall not be placed on the concrete pad outside of the container.

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.

LEGAL DEPARTMENT DRAFT

Requested by:

Jeff Palen, Assistant City Manager

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

CITY COUNCIL
ENCROACHMENT SUMMARY
2026-034

300 BLOCK OF LINCOLN STREET AND THE 800 BLOCK OF CATAWBA STREET ADJACENT TO 315 LINCOLN STREET
SIDEWALKS, A MULT-USE PATH, A DROP-OFF LOOP, A CONCRETE TRASH COLLECTION PAD, LANDSCAPING AND IRRIGATION

Subject Property:	Right-of-way adjacent to 315 Lincoln Street
Council District:	3
Proposal:	The applicant is requesting an encroachment for installation and maintenance of sidewalks, a multi-use path, a drop-off loop with a fountain, a concrete trash collection pad, landscaping and irrigation.
Applicant:	Cardinal Group Investments
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for the installation and maintenance of sidewalks measuring between approximately five (5') feet to eight (8') feet in width three hundred eight five (385') feet in length, a multi-use path measuring approximately fourteen (14') feet in width three hundred ten (310') feet in length, a drop-off loop with pavers, a fountain and twelve (12) bollards, a concrete trash collection pad measuring approximately thirteen (13') feet in width seventeen (17') feet in length, landscaping and irrigation adjacent to 315 Lincoln Street, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. Coordinate with Planning and Development Services staff to attempt to separate the curb ramps at Lincoln and Catawba to direct pedestrian traffic into the crosswalk perpendicular to the street as much as possible (rather than diagonally into the intersection) while still aligning with the ramps on the other side. 9. Concrete trash collection pad located in the Catawba Street right-of-way shall be used only for temporary trash containers and shall contain no permanent dumpster or trash enclosure facilities. Trash collection container shall only be placed on the concrete pad on collection days and shall be removed promptly after collection. Trash and debris shall not be placed on the concrete pad outside of the container.

Citywide GIS Viewer Map

This map was prepared using
the City GIS Viewer
City of Columbia - GIS Division
4/27/2026 3:00 PM

CITY OF Columbia

FEMA, Esri Community Maps Contributors, OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, GIS, GIS, PDS

Address Point

Custom

- InActive
- Multi Unit
- Others
- Single Family

Tax Parcel

Street & Ownership

CFCC,Ownership

- Interstate
- Highway
- City Maintained
- State Maintained
- Private
- Others
- Columbia City Limits

FEMA Flood Hazard Area

FLD_ZONE, ZONE_SUBTY

- AE - Floodway
- AE - 100yr Flood Plain
- A - No Base Flood Elevation
- X - 500yr Flood Plain

Imagery 2025

RGB

- Red: Band_1
- Green: Band_2
- Blue: Band_3

0 0.01 0.02 0.04 mi

1:1,273

1:1,273

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 placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

The proposed development consists of a 7 story, 238 unit multifamily apartment complex located at 875 Catawba Street in Columbia, South Carolina.

Within the Right of Way of Lincoln Street, the development is proposing a drop off loop comprised of pavers or stamped concrete with a fountain, a 14' multi use path, a structured parking access drive aisle, and sidewalks leading from the multi use path to the proposed apartment complex. Associated landscaping such as canopy trees and shrubbery will also be provided. Utility infrastructure such as water meters, a fire hydrant, and sewer manholes will also be located within the Right of Way.

Within the Right of Way of Catawba Street, the development is proposing and 8 foot sidewalk that tapers to a 5 foot sidewalk to connect the multi use path to the apartment complex, as well as a structured parking drive aisle, a trash pickup concrete pad, and a proposed monument sign for the development. Associated landscaping such as canopy trees and shrubbery will also be provided. Overhead power poles in coordination with dominion energy are also planned to be within the Right of Way.

For staff use only

Date received (M/D/Y): _____/_____/_____ By: _____

Permanent Encroachment
Application and Checklist

Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

Signature of Applicant	
Tommy Sinnott	
Print Name TOMMY SINNOTT	Date 3/6/26

Z:\33254\33254.0000\ENGINEERING\CIVIL\PLANS\CONSTRUCTION PLANS\33254.0000 - SITE.DWG - Anna B, 2/27/26 - 11:04 AM

PAVING LEGEND	
	LIGHT DUTY CONCRETE
	HEAVY DUTY CONCRETE
	HEAVY DUTY ASPHALT

N/F
QWEST COMMUNICATIONS CORP
TMS R08914-17-03
DB: R0342 PG: 234

N/F
WILLIAMS G TILLMAN ETAL
TMS R08914-17-01
DB: D1212 PG: 172

N/F
WILLIAMS, LESSIE BERNICE
TMS R08913-05-02
DB: R2847 PG: 786

N/F
COLUMBIA SC STUDENT HOUSING DIST
TMS R08914-08-02
DB: R2966 PG: 2387

N/F
BLUE ROCK INVESTMENTS LLC
TMS R08913-06-01
DB: R578 PG: 1537

1 STORY BRICK BUILDING

PROPOSED BUILDING
+/- 420,088 G.S.F
7 FLOORS
FFE VARIES

6' CHAIN LINK FENCE
6' CHAIN LINK GATE
PROPERTY LINE
PROPOSED RAILING (REFERENCE ARCH PLANS)
EXISTING SIDEWALK
PRIVATE DRIVE
RIGHT OF WAY LINE
PROPOSED PAVERS
12" FLUSH CURB
FEATHER CURB AND TIE TO EXISTING EDGE OF PAVEMENT
PROPOSED BOLLARDS (REFERENCE ARCHITECTURAL PLANS)
RELOCATE BUS STOP IN COORDINATION WITH USC/COMET
LINCOLN STREET 100' R/W
FEATHER TO FLUSH CURB
PROPOSED 14' MULTIUSE PATH (TYP.)
PROPOSED "TENANT PARKING" SIGN FOR FUTURE TENANT PARKING
PROPOSED "TENANT PARKING" SIGN FOR FUTURE TENANT PARKING
PROPOSED PARKING METER(TYP.) (PENDING CITY GUIDANCE)
PROPOSED PARALLEL PARKING SPACES (TYP.)
FEATHER TO FLUSH CURB
EXISTING SIDEWALK
PROPOSED CROSSWALK (TYP.)
ADA RAMP WITH TRUNCATED DOMES
EXISTING EDGE OF PAVEMENT
FEATHER TO FLUSH CURB
PROPOSED PARKING METER(TYP.) (PENDING CITY GUIDANCE)
PROPOSED TRASH PICKUP AREA
ROLL CURB (TYP.)
CATAWBA STREET 100' R/W
PROPOSED STRUCTURED PARKING ENTRANCE
PROPOSED FEATHERED CURB
EXISTING EDGE OF PAVEMENT
RESTRIPE RAILROAD CROSSING AND STOP BAR PER MUTCD, CSX, AND CITY OF COLUMBIA REGULATIONS
END OF PROPOSED PAVEMENT
PROPOSED 18" CURB AND GUTTER
MULBERRY LANE
PRIVATE DRIVE
GADSDEN STREET
APPARENT UNKNOWN WIDTH PUBLIC R/W
NO RECORDS FOUND OR PROVIDED
C.S.X R/W 100'
RR
PROPOSED TRANSFORMER LOCATION
RAMP WITH HANDRAILS (SEE DETAIL SHEET C1.2)
GENERATOR PAD
LEVEL SPREADER BY OTHERS REFERENCE MEP PLANS
VEHICLE STACKING DISTANCE
SITE WALLS (BY OTHERS)
PROPOSED MOUNTABLE CURB
PROPOSED FOUNTAIN (BY OTHERS)
PROPOSED STOP SIGN
N: 784,048.81
E: 1,989,813.56
N: 783,780.37
E: 1,989,686.58
CED
CH
PCN
16 WO
12 MAG
OHP

SITE DATA TABLE		
TOTAL SITE AREA	1.88 ACRES	
MULTIFAMILY UNITS	238 UNITS	409,0231 GSF
ZONE	EMPLOYMENT CAMPUS DISTRICT, EC	
PROPOSED STRUCTURED PARKING	353 SPACES	
PROPOSED ON STREET PARKING	7 SPACES	
PROPOSED ADA PARKING	8 SPACES	
PROPOSED BICYCLE PARKING	80 SPACES	

ADA ROUTE

ACCESIBILITY PLAN NOTES:

1. ACCESSIBLE ROUTE - EXTERIOR:
   - MINIMUM CLEAR WIDTH IS 3'. IF ACCESSIBLE ROUTE HAS LESS THAN 5' CLEAR WIDTH, THEN PASSING SPACES, AT LEAST 5'X5' SHALL BE LOCATED EVERY 200' OR LESS (INTERSECTING SIDEWALKS MEET THIS REQUIREMENT). LONGITUDINAL (RUNNING) SLOPE MAY NOT EXCEED 5% UNLESS RAMP IS INSTALLED (RAMPS MAY NOT EXCEED 8.33%). CROSS SLOPE MAY NOT EXCEED 2%. GAPS IN ROUTE MAY NOT EXCEED 1/2" IN WIDTH. SIDEWALK WITHIN SCDOT R/W SHALL NOT EXCEED 2% CROSS SLOPE PER ADA AND PROWAG GUIDELINES. ALL RAMPS SHALL NOT EXCEED 8.33% FOR EVERY SCENARIO EXCEPT WHERE NOTED BY PROWAG
2. FINISHED SURFACE HEIGHT DIFFERENCE REQUIREMENTS:
   - A. 0 TO 1/4" - NO REQUIREMENTS
   - B. 1/4" TO 1/2" - BEVEL WITH 1:2 SLOPE
   - C. LARGER THAN 1/2" - CONFORM TO REQUIREMENTS FOR RAMP
3. RAMPS:
   - MAX RAMP SLOPE 8.33% (1:12).
   - RAMPS STEEPER THAN 8.33% ARE NOT ACCEPTABLE.
   - MAX RISE FOR ANY RAMP RUN IS 30 " (AT 8.33% SLOPE, MAXIMUM RUN OF RAMP IS 301)
   - MAX CROSS SLOPE OF RAMP 2% (1:50)
   - A.LANDINGS:
   - RAMPS SHALL HAVE LEVEL LANDINGS AT BOTTOM AND TOP OF EACH RAMP.
   - LANDING SHALL BE AT LEAST AS WIDE AS RAMP LEADING TO IT.
   - LANDING LENGTH SHALL BE MINIMUM 5' CLEAR.
   - IF RAMPS CHANGE DIRECTION AT LANDING, MINIMUM LANDING SIZE SHALL BE 5'X5'.
   - ALL LANDINGS ARE TO BE NO MORE THAN 2% SLOPE IN ANY DIRECTION.
   - B.HANDRAILS:
   - HANDRAILS REQUIRED ON BOTH SIDES (MIN. 36" CLEAR BETWEEN HANDRAILS) WHEN RAMP RISE IS GREATER THAN 6".
   - PROVIDE MINIMUM 12" LONG HANDRAIL EXTENSIONS AT TOP AND BOTTOM LANDINGS.
   - PROVIDE MINIMUM 2" HIGH EDGE PROTECTION OR RAIL WITH LESS THAN 4" CLEAR BETWEEN RAIL AND RAMP SURFACE.
   - ROUTES BETWEEN BUILDINGS WITH ONLY DWELLING UNITS DO NOT HAVE TO HAVE HANDRAILS.
   - STAIRS NOT ALLOWED AS PART OF ACCESSIBLE ROUTE BUT IF ADJACENT TO ROUTE OR PART OF TENANT SPACE MUST MEET REQUIREMENTS FOR STAIR RAILS.
4. CURB RAMPS:
   - MAX SLOPE OF CURB RAMP 8.33%.
   - MAX SLOPE OF SIDE FLARES 10%.
   - MAX SLOPE OF ADJOINING GUTTERS, ROAD SURFACE, OR ACCESSIBLE ROUTE 5%.
   - MIN WIDTH 36 " (NOT INCLUDING SIDE FLARES).
   - DETECTABLE WARNING IS REQUIRED ON CURB RAMPS IN PUBLIC RIGHTS OF WAY, AND SHALL BE 24" MINIMUM IN THE DIRECTION OF TRAVEL AND EXTEND THE FULL WIDTH OF THE CURB RAMP OR FLUSH SURFACE. DETECTABLE WARNINGS SHALL BE LOCATED SO THE EDGE NEAREST THE CURB LINE IS 6' TO 8' FROM THE CURB LINE.
5. PAVEMENT MARKINGS:
   - AS REQUIRED BY LOCAL JURISDICTIONAL AUTHORITY (RECOMMENDED CROSSWALK MARKING TO DESIGNATE ACCESSIBLE PEDESTRIAN ROUTE)
6. PARKING SPACES
   - MINIMUM 8' WIDE ACCESSIBLE PARKING SPACE
   - MINIMUM 5' WIDE ACCESS AISLE AT STANDARD SPACES
   - MINIMUM 11' WIDE ACCESS AISLE AT VAN ACCESSIBLE SPACES
   - MAXIMUM 2% (1:50) SLOPE IN ANY DIRECTION
7. SIGNAGE
   - ACCESSIBLE PARKING SPACES SHALL BE DESIGNATED AS RESERVED BY A SIGN SHOWING THE SYMBOL OF ACCESSIBILITY. VAN ACCESSIBLE SPACES SHALL HAVE AN ADDITIONAL SIGN "VAN ACCESSIBLE" MOUNTED BELOW THE SYMBOL. SUCH SIGNS SHALL BE LOCATED SO THEY CANNOT BE OBSCURED BY A VEHICLE PARKED IN THE SPACE (60" ABOVE GRADE UNLESS OTHER HEIGHT REQUIRED BY LOCAL JURISDICTION).
8. ACCESSIBLE ROUTES
   - MUST COMPLY WITH ADA, THE FAIR HOUSING ACT AND ICC/ANSI A117.1-2017.

NO.	REVISIONS	BY	DATE
2	BLDG PERMIT COMMENTS	CVJ	04/08/26
1	GMP COMMENTS	SAF	03/19/26

SOUTH CAROLINA PROFESSIONAL ENGINEER No. 34575 2/27/2026 MARK DeSOUZA

THOMAS & HUTTON ENGINEERING CO. No. C00285 CERTIFICATE OF AUTHORIZATION

THOMAS & HUTTON
1501 Main Street • Suite 400
Columbia, SC 29201 • 803.451.6789
www.thomasandhutton.com

SITE PLAN

MULTIFAMILY APARTMENTS AT 875 CATAWBA ST

PROJECT LOCATION:
315 Lincoln St
RICHLAND COUNTY, SC

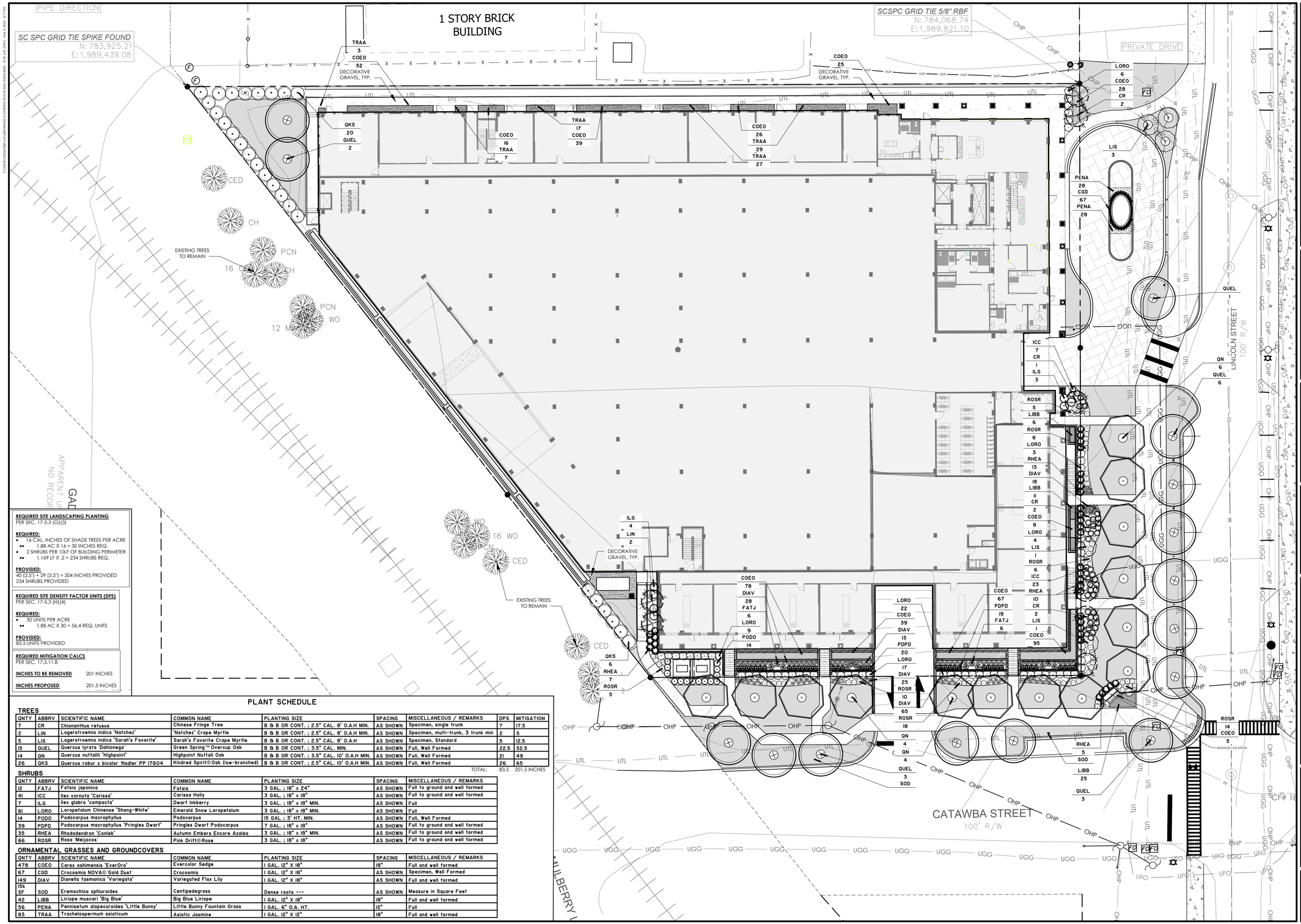
CLIENT/OWNER:
CARDINAL GROUP INVESTMENTS
4100 E. MISSISSIPPI AVE #1200
DENVER, CO 80246

30 0 15 30
GRAPHIC SCALE:
1 INCH = 30 FEET

DATUM: HORIZ.: NAVD83 VERT.: NAVD 88

JOB NO:	33254.0000
DATE:	02/27/2026
DRAWN:	CVJ
DESIGNED:	CVJ
REVIEWED:	MGD
APPROVED:	MGD
SCALE:	1" = 30'

C1.1



REQUIRED SITE LANDSCAPING PLANTING
PER SEC. 17-5.3 (G)(3)

REQUIRED:
- 16 CAL. INCHES OF SHADE TREES PER ACRE
  - 1.88 AC X 16 = 30 INCHES REQ.
- 2 SHRUBS PER 10LF OF BUILDING PERIMETER
  - 1,169 LF X .2 = 234 SHRUBS REQ.

PROVIDED:
40 (2.5") + 29 (3.5") = 204 INCHES PROVIDED
234 SHRUBS PROVIDED

REQUIRED SITE DENSITY FACTOR UNITS (DFS)
PER SEC. 17-5.3 (H)(4)

REQUIRED:
- 30 UNITS PER ACRE
  - 1.88 AC X 30 = 56.4 REQ. UNITS

PROVIDED:
83.5 UNITS PROVIDED

REQUIRED MITIGATION CALCS
PER SEC. 17.5.11.B

INCHES TO BE REMOVED	201 INCHES
INCHES PROPOSED	201.5 INCHES

PLANT SCHEDULE

TREES

ONTY	ABBRV	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	SPACING	MISCELLANEOUS / REMARKS	DPS	MITIGATION
7	CR	Chionanthus retusus	Chinese Fringe Tree	B & B OR CONT. ; 2.5" CAL. 8' O.A.H MIN.	AS SHOWN	Specimen, single trunk	7	17.5
2	LIN	Lagerstroemia indica 'Natchez'	'Natchez' Crape Myrtle	B & B OR CONT. ; 2.5" CAL. 8' O.A.H MIN.	AS SHOWN	Specimen, multi-trunk, 3 trunk min	2	5
5	LIS	Lagerstroemia indica 'Sarah's Favorite'	Sarah's Favorite Crape Myrtle	B & B OR CONT. ; 2.5" CAL. 8' O.A.H	AS SHOWN	Specimen, Standard	5	12.5
15	QUEL	Quercus lyrata 'Dahlonega'	Green Spring™ Overcup Oak	B & B OR CONT. ; 3.5" CAL. MIN.	AS SHOWN	Full, Well Formed	22.5	52.5
14	QN	Quercus nuttallii 'Highpoint'	Highpoint Nuttall Oak	B & B OR CONT. ; 3.5" CAL. 10' O.A.H MIN.	AS SHOWN	Full, Well Formed	21	49
26	QKS	Quercus robur x bicolor 'Nadler' PP 17604	Kindred Spirit®Oak (low-branched)	B & B OR CONT. ; 2.5" CAL. 10' O.A.H MIN.	AS SHOWN	Full, Well Formed	26	65
						TOTAL:	83.5	201.5 INCHES

SHRUBS

ONTY	ABBRV	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	SPACING	MISCELLANEOUS / REMARKS
12	FATJ	Fatsia japonica	Fatsia	3 GAL. ; 18" x 24"	AS SHOWN	Full to ground and well formed
41	ICC	Ilex cornuta 'Carissa'	Carissa Holly	3 GAL. ; 18" x 18"	AS SHOWN	Full to ground and well formed
7	ILG	Ilex glabra 'compacta'	Dwarf Inkberry	3 GAL. ; 18" x 18" MIN.	AS SHOWN	Full
61	LORO	Loropetalum Chinense 'Shang-White'	Emerald Snow Loropetalum	3 GAL. ; 18" x 18" MIN.	AS SHOWN	Full
14	PODO	Podocarpus macrophyllus	Podocarpus	15 GAL. ; 3' HT. MIN.	AS SHOWN	Full, Well Formed
39	PDPD	Podocarpus macrophyllus 'Pringles Dwarf'	Pringles Dwarf Podocarpus	7 GAL. ; 18" x 18"	AS SHOWN	Full to ground and well formed
35	RHEA	Rhododendron 'Conleb'	Autumn Embers Encore Azalea	3 GAL. ; 18" x 18" MIN.	AS SHOWN	Full to ground and well formed
66	ROSR	Rosa 'Meijocos'	Pink Drift®Rose	3 GAL. ; 18" x 18"	AS SHOWN	Full to ground and well formed

ORNAMENTAL GRASSES AND GROUNDCOVERS

ONTY	ABBRV	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	SPACING	MISCELLANEOUS / REMARKS
478	COEO	Carex oshimensis 'EverOro'	Evercolor Sedge	1 GAL. 12" X 18"	18"	Full and well formed
67	CGD	Crocosmia NOVA® 'Gold Dust'	Crocosmia	1 GAL. 12" X 18"	AS SHOWN	Specimen, Well Formed
149	DIAV	Dianella tasmanica 'Variegata'	Variegated Flax Lily	1 GAL. 12" X 18"	AS SHOWN	Full and well formed
15k SF	SOD	Eremochloa ophiuroides	Centipedegrass	Dense roots ---	AS SHOWN	Measure in Square Feet
42	LIBB	Liriope muscari 'Big Blue'	Big Blue Liriope	1 GAL. 12" X 18"	18"	Full and well formed
56	PENA	Pennisetum alopecuroides 'Little Bunny'	Little Bunny Fountain Grass	1 GAL. 6" O.A. HT.	12"	Full
83	TRAA	Trachelospermum asiaticum	Asiatic Jasmine	1 GAL. 12" X 12"	18"	Full and well formed

NO.	REVISIONS	BY	DATE

State of South Carolina — Registered Architect — No. 1029 — JOHN L. GARCEAU

SOUTH CAROLINA — THOMAS & HUTTON ENGINEERING CO No. C00285 — CERTIFICATE OF AUTHORIZATION

THOMAS & HUTTON
1501 Main Street • Suite 400
Columbia, SC 29201 • 803.451.6789
www.thomasandhutton.com

LANDSCAPE PLAN

MULTIFAMILY APARTMENTS AT 875 CATAWBA ST

PROJECT LOCATION:
875 Catawba St
RICHLAND COUNTY, SC

CLIENT/OWNER:
CARDINAL INVESTMENT GROUP
4100 E. MISSISSIPPI AVE #1200
DENVER, CO 80246

GRAPHIC SCALE:
1 INCH = 20 FEET
20 0 10 20

DATUM: HORIZ.: NAVD83 VERT.: NAVD 88

JOB NO:	33256.0000
DATE:	02/16/2026
DRAWN:	CVJ
DESIGNED:	CVJ
REVIEWED:	MGD
APPROVED:	
SCALE:	1" = 20'

L1.1

Meeting Date:	**June 9, 2026**
Department:	**Planning and Development Services**
From:	**Justin Steinmann, Director**

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for NX Shop Road Extension, TMS# 16200-01-24

Ordinance No.: 2026-036 - Annexing NX Shop Road Extension, Richland County TMS# 16200-01-24 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 3

Proposal: Request to annex the properties and assign the land use classification of Industrial (IND) and assign the zoning of Light Industrial (LI) with portions in the Floodway Overlay District (OV-FW) and Floodplain Overlay District (OV-FP). The property is currently classified as Economic Development Center/Corridor and zoned Light Industrial (M-1) by Richland County.

Owner/Applicant: Josephine Forrester Laney / Mark James, Cypress Development Partners, LLC

Staff Recommendation: Approval

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

First reading approval was given on May 19, 2026.

Background Summary:

Attachments:
1. ANNEX-2026-0003_NX Shop Road Extension_ZPH Packet
2. 2026-036 - Annex and Incorporate NX Shop Road Extension

CITY COUNCIL

May 19, 2026 at 4:00 P.M.
City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

NX Shop Road Extension, TMS# 16200-01-24

Council District:	3
Proposal:	Request to annex the properties and assign the land use classification of Industrial (IND) and assign the zoning of Light Industrial (LI) with portions in the Floodway Overlay District (OV-FW) and Floodplain Overlay District (OV-FP). The property is currently classified as Economic Development Center/Corridor and zoned Light Industrial (M-1) by Richland County.
Owner/Applicant:	Josephine Forrester Laney / Mark James, Cypress Development Partners, LLC
Staff Recommendation:	Approval
PC Recommendation:	04/09/2026; Approval (7-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 10.18 acres
Current Use: Undeveloped
Proposed Use: Commercial
Reason for Annexation: Municipal Services – New Construction
Urban Service Area: Secondary Area
Current County Land Use Classification: Economic Development Center/Corridor
Proposed City Land Use Classification: Industrial (IND)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Light Industrial District (LI), with portions in the Floodway Overlay District (OV-FW) and Floodplain Overlay District (OV-FP)
Census Tract: 117.02

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police
As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this proposed commercial development would be approximately $800 per year, based on calls to similar nearby commercial areas within the City limits.

Fire
The proposed annexation will not result in significant additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste
A commercial development would require a private dumpster service.

Engineering
City of Columbia water lines are adjacent to the property. The owner/developer will be responsible for extending lines to the property.

Water Customer Care
Any commercial development would represent new customers, who will pay water and sewer rates approximately 40% lower than out-of-city customers.

Planning & Development Services
We recommend annexation of this property, which is within a Secondary Area as designated within the Urban Service Area Plan. The current plans for the property include develop of a warehouse and convenience store with fuel services. The estimated real estate tax revenue generated for the City would be approximately $11,000 per year based on nearby similar developments.

* Estimated City Tax Revenue is based on 2025 millage for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0896)). The actual additional taxes paid by the property owner will generally be substantially lower than this number, as some millage items do not apply to in-City properties and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002292 for the 2025 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area
The subject property is identified as a "Secondary Area" in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area
The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City's long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Secondary Areas
Secondary Areas are those areas where it may be logical or advantageous to provide City services, but where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. These areas may include "higher value" properties where annexation could prove beneficial to revenues.

Annexation within Secondary Areas should be considered, but an assessment of the impact on the City's revenue and ability to serve the property/area in question should occur prior to consideration of and action upon annexation petitions.

Comprehensive Plan Land Use Classification
The proposed future land use for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Industrial (IND). The property is currently classified as Economic Development Center/Corridor by Richland County.

Refer to the attached land use classification descriptions for existing Richland County and proposed City of Columbia land use classifications.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans
The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan recently adopted by the City of Columbia or Richland County.

ZONING

The property is currently zoned Light Industrial (M-1) by Richland County. The adjacent parcel within the City of Columbia is zoned Light Industrial District (LI). Adjacent parcels to North, East, and South in unincorporated Richland County are currently zoned Light Industrial (M-1).

The proposed City of Columbia zoning is Light Industrial District (LI), with portions in the Floodway Overlay District (OV-FW) and Floodplain Overlay District (OV-FP).

Refer to the attached zoning district descriptions for more information on the proposed City of Columbia zoning.

Floodway Overlay District (OV-FW)
The purpose of the Floodway Overlay (OV-FW) District is to protect people and property from risks associated with flooding in floodway areas, minimize disruption of commerce and critical services, and minimize the need for costly repairs due to flooding. District standards limit vulnerable uses.

Floodplain Overlay District (OV-FP)
The purpose of the Floodplain Overlay (OV-FP) District is to protect people and property from risks associated with flooding in floodplain areas, minimize disruption of commerce and critical services,

and minimize the need for costly repairs due to flooding. District standards limit vulnerable uses and require certain uses to be located and constructed in a manner that avoids or mitigates damage in the event of flooding.

STAFF RECOMMENDATION

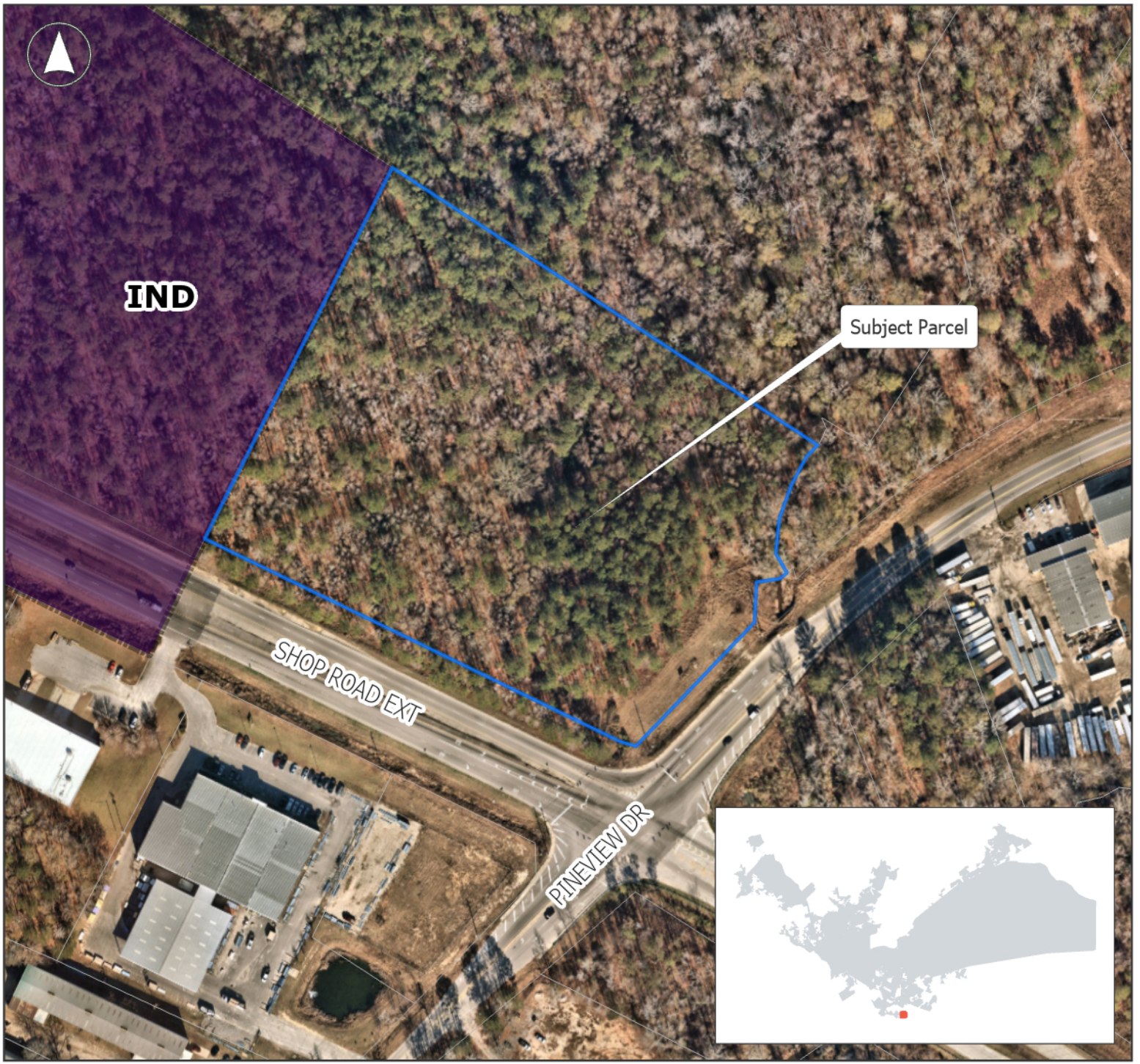
Staff recommends the assignment of the future land use classification of Industrial (IND) and the assignment of the zoning of Light Industrial (LI), with portion in the Floodway Overlay District (OV-FW) and Floodplain Overlay District (OV-FP) at the time of annexation.

SHOP GROVE DR
PINEVIEW DR
METAL PARK DR
MEDLINS DR
SHOP ROAD EXT

Future Land Use

2841 Shop Road Ext; TMS# 16200-01-24
Current Richland County Future Land Use: Economic Development Center/Corridor
Proposed City Future Land Use: Industrial

Legend
- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits



Feet
0 100 200

CITY OF Columbia

Planning & Development Services Department

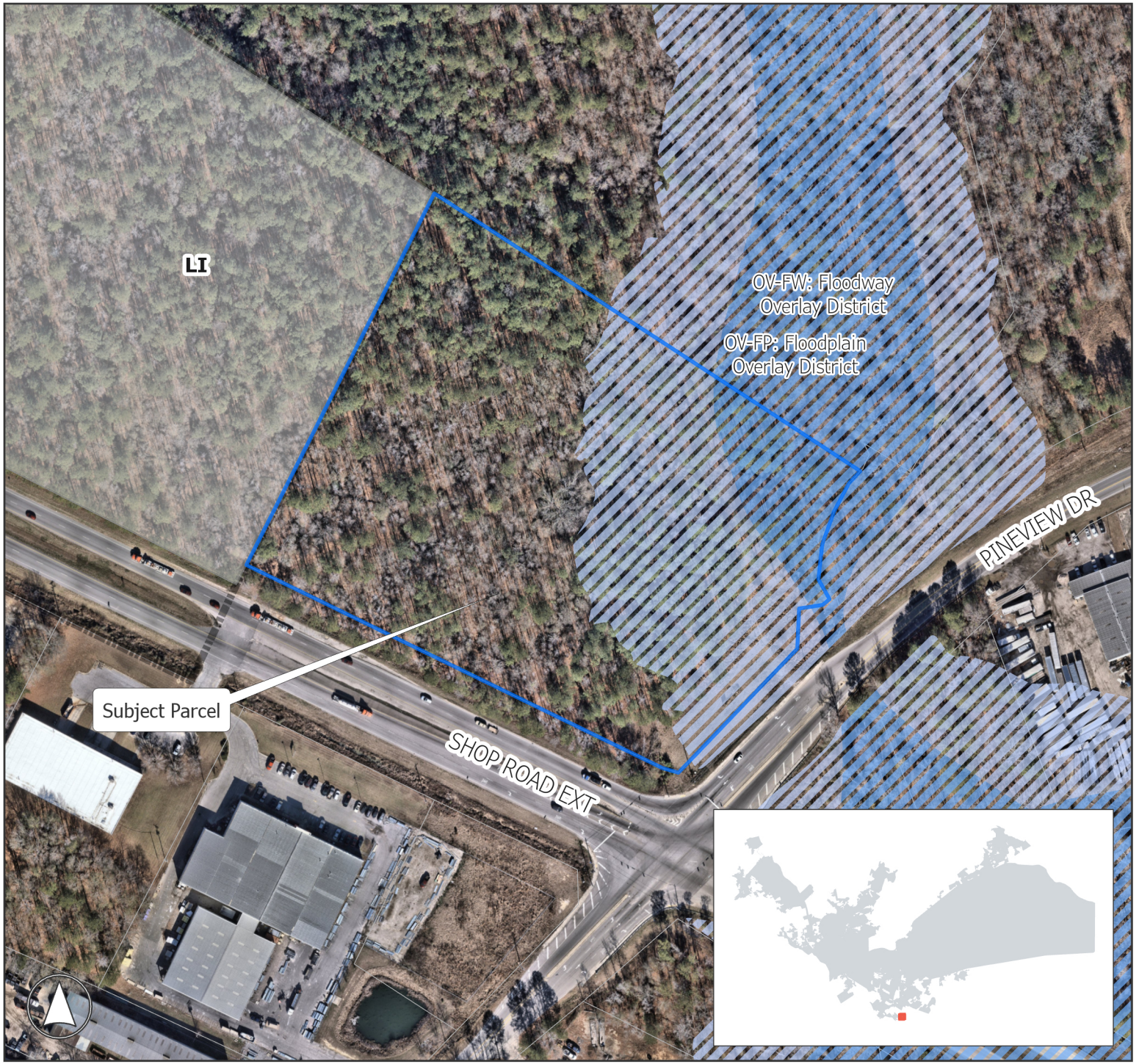
Created by: swhudson Date: 1/23/2026

This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia

Zoning

2841 Shop Road Extension; TMS# 16200-01-24
Current Richland County Zoning: Light Industrial (M-1)
Proposed City Zoning: Light Industrial (LI) portions within the Floodplain and Floodway

Legend
- LI: Light Industrial District
- OV-FW: Floodway Overlay District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



Feet
0 100 200

CITY OF Columbia

Planning & Development Services Department

Created by: swhudson Date: 3/6/2026

This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia

Current Future Land Use Classification

ECONOMIC DEVELOPMENT CENTER/CORRIDOR

Land Use and Character

Concentrated areas of high quality employment facilities, integrated with or adjacent to complementary retail and commercial uses and/or medium-and high-density residential uses. This category encourages development of manufacturing, industrial, flex space, and office uses in locations that will minimally affect surrounding properties. Commercial and residential uses are secondary to employment uses

Desired Development Pattern

Master planned industrial and business parks should include a mix of uses within single developments, including employment, convenience commercial and dining, and housing. These mixed-use employment "campuses" provide opportunities for employees to conveniently shop and dine during normal business hours. Smaller scale, single-use employment developments located along major roads should be designed to appropriately buffer manufacturing and industrial uses from adjacent properties. Secondary commercial and residential uses should be located along primary road corridors proximate to employment centers.

Transportation

Maintaining vehicular access and capacity is the primary goal within these areas to ensure that trucks and industrial vehicles have adequate road capacity to and from employment centers.

Recommended Land Uses

Primary Land Uses: Manufacturing, warehousing and logistics centers, light and heavy industrial, research and development facilities, business parks, and other employment uses.

Secondary Land Uses: Multi-family housing, restaurant, bar, personal service, financial institution, small format medical office, personal service, drug store, smaller-scale retail shopping, parks and recreational facilities are appropriate within Employment Centers/Corridors. Commercial uses such as drive-through restaurants, convenience stores and gasoline stations, are more appropriate near highway interchanges.

Policy Guidance

1. Industrial and business park uses are the preferred land use for these areas. Other developments should be adequately buffered from industrial uses to eliminate incompatibility issues.
2. To the extent possible, employment centers should be designed to function as "campuses" with integrated pedestrian facilities and transitions to adjacent, less intensive uses.
3. Light and heavy industrial and manufacturing uses should be designed to mitigate impacts on adjoining lower intensity uses, such as business parks.

Relevant Plans

Blythewood Comprehensive Plan

Priority Investment Areas

I-77 Wilson Road Interchange, I-77 Killian Road Interchange, I-77 Farrow Road, Portions of Decker Boulevard and Two Notch Road

Areas of Common Interest

Proposed projects in the Northeast, North Central, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

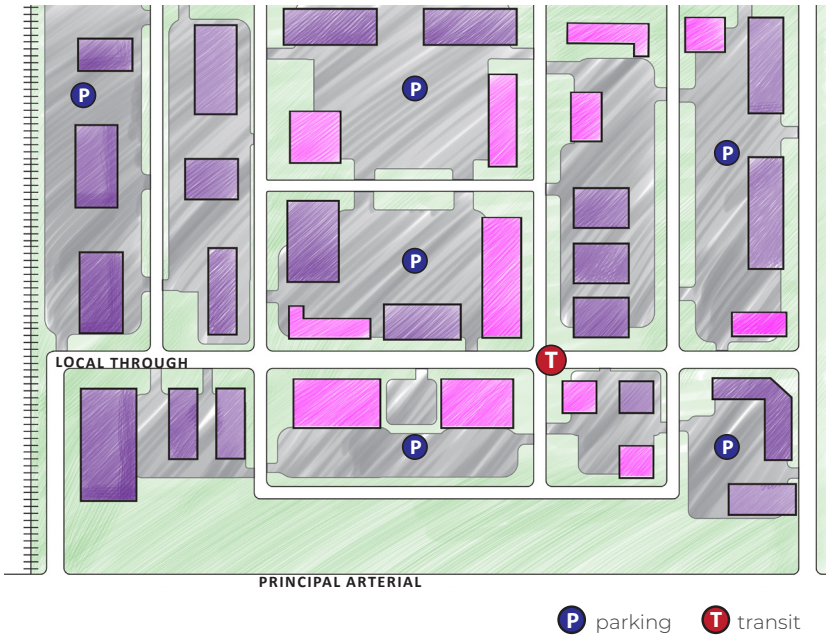
Existing Zoning Districts of Similar Character	OI, GC, LI, HI, RS-MD, RS-HD, RM-MD, RM-HD, PDD

Proposed Future Land Use Classification

Development Types

INDUSTRIAL (IND)

Industrial areas are located throughout the City and include a range of building types and uses dedicated to the processing, mining, manufacturing, warehousing, outdoor storage, and distribution of materials or goods. These areas are appropriate for uses that have heavy freight traffic and which may generate noise, odors, or other impacts. These areas should be adequately large to accommodate these uses, and should provide buffers and sufficient street infrastructure to accommodate the needs of the businesses.



IND BUILDING TYPES/LAND USES

PRIMARY TYPES
- Office/Services Medium to High-rise
- Flex Small to Extra Large

SECONDARY TYPES
- Power Utilities
- Water & Wastewater Treatment

TERTIARY TYPES
- Commercial Small to Extra Large
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

IND DEVELOPMENT PATTERN/CONTEXT

- Industrial areas are typically near rail lines or highways, and include warehouses, manufacturing and production facilities, laboratories, and high-tech uses.
- Most industrial areas require significant land area to accommodate large and very large format buildings as well as sufficient buffers from adjacent, non-compatible uses.
- Streets need to be designed to adequately accommodate semi-truck and trailer traffic.
- Sites are typically configured to meet the specific needs of the developer, but large format sites maintain significant flexibility for reuse.

Proposed Zoning District

LI: Light Industrial District

Purpose

The purpose of the Light Industrial (LI) District is to provide lands that allow light industrial development. Development allowed in the LI District includes wholesaling, distribution, storage, processing, research and development, light manufacturing, and related development. The district also accommodates support uses such as office and limited commercial uses that primarily serve the principal industrial uses.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	N/A
Lot Width, min. (ft.)	N/A
Lot Coverage, max. (% of site area)	N/A
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	25
Side Yard Setback, min. (ft.)	N/A
Rear Yard Setback, min. (ft.)	N/A
Building Height, max. (ft.)	75

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. [1] Conditional Use [2] Special Exception

PRINCIPAL USES PERMITTED

Broadcasting studio

Newspaper or periodical publishing establishment

Correctional facility[2]

Cultural facility[2]

Government office

Library

Membership organization facility

Place of worship[1]

Public safety facility

Social services facility

School, business or trade

Laboratory, medical or dental

Medical or dental clinic/office

Arboretum or botanical garden

Cemetery

Park or greenway[1]

Airport

Park and ride

Parking lot[1]

Parking structure[1]

Passenger terminal, surface transportation

Solar energy conversion system (large scale)[1]

Utility facility, major

Utility facility, minor

Animal shelter

Kennel[1]

Veterinary hospital or clinic[1]

Equipment rental

Laboratory, testing or research

Lawn, tree, or pest control services

Linen or uniform supply

Self-service storage[1]

Sign fabricating establishment

Eating establishment only[1]

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

LI: LIGHT INDUSTRIAL

Eating and drinking establishment, Type 1[1]

Eating and drinking establishment, Type 2[2]

Crematory

Business/Professional office

Contractor's office

Body piercing or tattoo establishment[1]

Dry cleaning pick-up[1]

Laundry, coin-operated

Non-depository personal credit institution[1]

Repair of personal goods

Car wash

Amusement park

Arena, stadium, or outdoor theater

Recreation facility, indoor, not elsewhere listed

Sexually-oriented business[2]

Building supplies and equipment store

Consumer goods store

Convenience store[2]

Farmers' market

Liquor store[2]

Fuel sales (bulk)

Commercial fuel depot

Commercial vehicle repair and maintenance

Commercial vehicle sales and rentals[1]

Gasoline sales and service station[1]

Personal vehicle repair and maintenance[1]

Personal vehicle sales and rentals[1]

Vehicle equipment supplies sales and rentals

Vehicle paint and finishing shop

Vehicle towing and wrecker service[1]

Agriculture and forestry uses, not elsewhere listed

Community garden[1]

Crop production and processing

Contractor's yard

Motor freight facility

Warehouse distribution and storage

Wholesale sales, not elsewhere listed

Manufacturing, assembly, or fabrication, light

Manufacturing, assembly, or fabrication, medium

Composting facility[2]

Junk, salvage, scrap, or wrecking yard[2]

Recycling center[2]

Refuse processing facility[2]

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2026-036

Annexing NX Shop Road Extension, Richland County TMS # 16200-01-24 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2026, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.

LEGAL DEPARTMENT DRAFT

2. The property identified as NX Shop Road Extension, Richland County TMS # 16200-01-24 containing 10.18 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.

3. This property shall be apportioned to City Council District #3, Census Tract 117.02, and assigned a future land use classification of Industrial (IND) and zoning of Light Industrial (LI) portions within the Floodway Overlay District (OV-FW) and Floodplain Overlay District (OV-FP).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 16200-01-24

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Jeff Palen, Assistant City Manager

Approved by:

_____
Mayor

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2026-036

EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 10.20 acres, being shown as TMS# 16200-01-24, Vacant Lot, on a preliminary ALTA/NSPS Land Title Survey prepared for Cypress Development Partners, LLC, by Cox and Dinkins, Inc., dated October 7, 2025, and having such boundaries and measurements as shown on the above described survey, which is specifically incorporated herein.

Richland County TMS: 16200-01-24

Property Address: 10.20 acres, NX Shop Road Extension

LEGAL DEPARTMENT DRAFT

Meeting Date:	**June 9, 2026**
Department:	**Planning and Development Services**
From:	**Justin Steinmann, Director**

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 308 Turnwall Lane; TMS# 28911-03-03

Ordinance No.: 2026-035 - Annexing 308 Turnwall Lane, Richland County TMS# 28911-03-03 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 and assign the land use classification of Urban Edge Residential Small Lot (UER-1) and assign the zoning of Planned Development District (PD). The property is currently classified as Neighborhood (Medium Density) and zoned Planned Development District (PD) by Richland County.

Owner and Applicant: Kevin C. Lundy and Julie H. Lundy

Staff Recommendation: Approval

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

First reading approval was given on May 19, 2026.

Background Summary:

Attachments:

1. Ordinance 2026-035 - Annex and Incorporate 308 Turnwall Lane
2. ANNEX-2026-0005_Turnwall_ZPH Summary Packet

ORDINANCE NO.: 2026-035

Annexing 308 Turnwall Lane, Richland County TMS # 28911-03-03 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2026, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.

LEGAL DEPARTMENT DRAFT

2. The property identified as 308 Turnwall Lane, Richland County TMS # 28911-03-03 containing 0.18 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.

3. This property shall be apportioned to City Council District #4, Census Tract 114.07, and assigned a future land use classification of Urban Edge Residential Small Lot (UER-1) and zoning of Planned Development District (PD).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 28911-03-03

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Jeff Palen, Assistant City Manager

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Last revised: 4/23/2026

ORDINANCE NO.: 2026-035

EXHIBIT "A"
PROPERTY DESCRIPTION

All those certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as Lot 37 on a plat of The Courtyards at Woodcreek, Phase 1, prepared by Belter & Associates, Inc., dated and revised September 6, 2013, and recorded in the Office of the ROD for Richland County in Book 1895 at Page 1023. Reference to said plat is made for a more complete and accurate description. All measurements are a little more or less.

Richland County TMS: 28911-03-03

Property Address: 308 Turnwall Lane

LEGAL DEPARTMENT DRAFT

CITY COUNCIL

May 19, 2026 at 4:00 P.M.
City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

308 Turnwall Lane; TMS# 28911-03-03

Council District:	4
Plan Number:	ANNEX 2026-0005
Proposal:	Request to annex the properties and assign the land use classification of Urban Edge Residential Small Lot (UER-1) and assign the zoning of Planned Development District (PD). The property is currently classified as Neighborhood (Medium Density) and zoned Planned Development District (PD) by Richland County.
Owner and Applicant:	Kevin C. Lundy and Julie H. Lundy
Staff Recommendation:	Approval
PC Recommendation:	04/09/2026; Approval (7-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.18 acres
Current Use: Residential
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole - Primary
Current County Land Use Classification: Neighborhood (Medium Density)
Proposed City Land Use Classification: Urban Edge Residential Small Lot (UER-1)
Current County Zoning: Planned Development District (PD)
Proposed City Zoning: Planned Development District (PD)
Census Tract: 114.07

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a "Donut Hole - Primary" in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area
The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City's long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Donut Holes - Primary
Donut Holes - Primary are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.
Annexation within an area classified as Donut Hole - Primary is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes.

Comprehensive Plan Land Use Classification
The proposed future land use for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Edge Residential Small Lot (UER-1). The property is currently classified as Neighborhood (Medium Density) by Richland County.

Refer to the attached land use classification descriptions for existing Richland County and proposed City of Columbia land use classifications. A matrix and visual glossary of related building types and land uses described within the Columbia Compass comprehensive plan can be found here.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans
The subject property is not located within the study area of a neighborhood, area, community, or corridor plan recently adopted by the City of Columbia or Richland County.

ZONING

The single-family residential property is currently zoned Planned Development (PD) by Richland County. Adjacent parcels within the City of Columbia are zoned Planned Development District (PD). Adjacent parcels in unincorporated Richland County are currently zoned Planned Development (PD).

The proposed City of Columbia zoning is Planned Development District (PD).

Refer to the attached zoning district descriptions for more information on the proposed City of Columbia zoning.

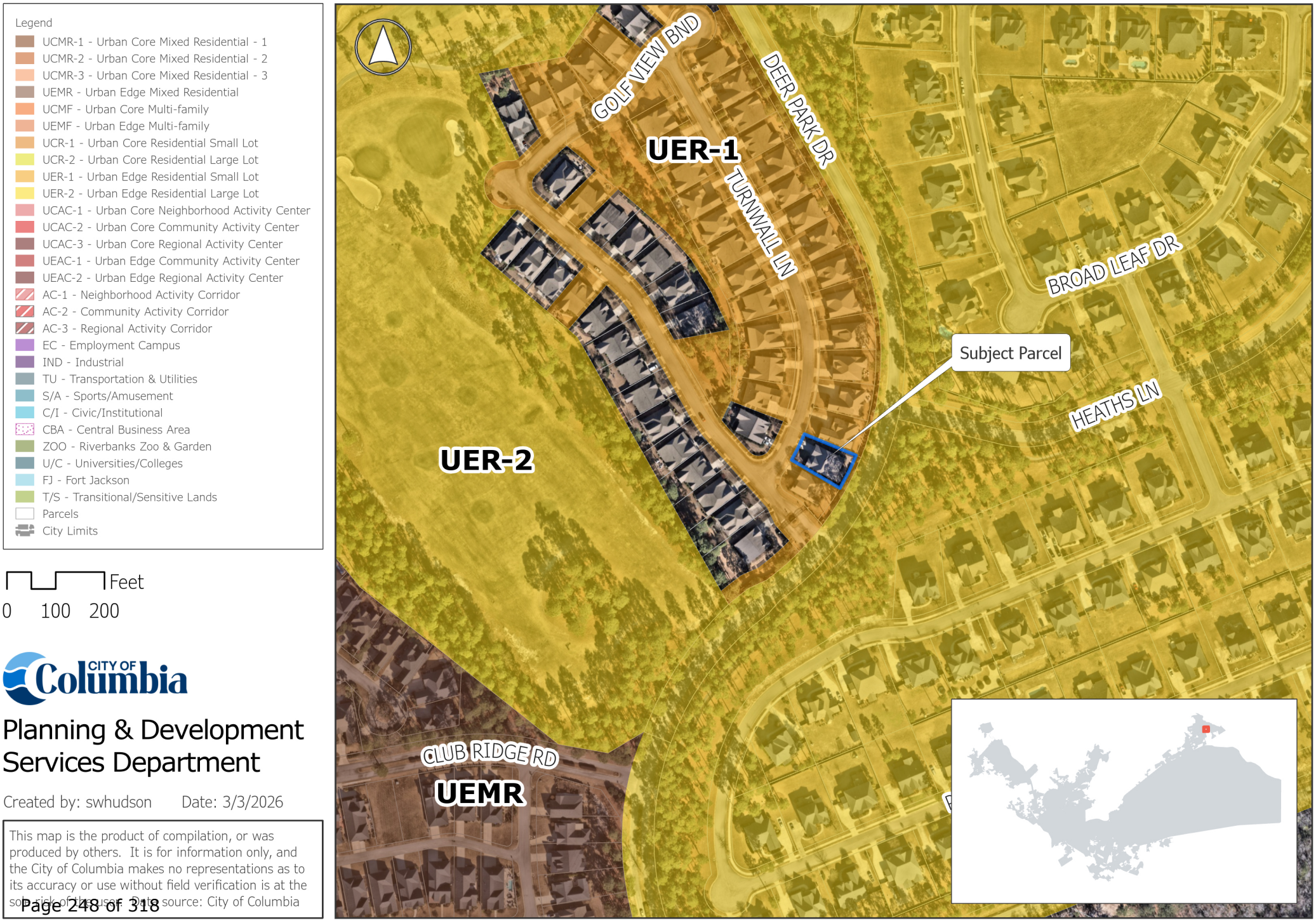
STAFF RECOMMENDATION

Staff recommends the assignment of the future land use classification of Urban Edge Residential Small Lot (UER-1) and zoning of Planned Development District (PD) at the time of annexation.

BACKSPIN DR
ISLAND VIEW CIR
GOLDEN LEDGE LN
ROYAL OAK WAY
GOLF VIEW BND
TURNWALL LN
DEER PARK DR
HEATHS LN
BROAD LEAF DR
COOL BREEZE LN
RABBIT FOOT BND
CLUB RIDGE CT
CLUB RIDGE ALY
CLUB RIDGE RD
PALM SEDGE LOOP
CLUB VIEW DR
BUCKVIEW LN
BUNKER LN
JACOBS MILL POND RD
HEADGATE DR
FAWN SPOT CT
WOODCREEK RD
MILLPOINT WAY
SWEETSHRUB RD

Future Land Use

308 Turnwall Lane; TMS# 28911-03-03
Current Richland County Future Land Use: Neighborhood (Medium Density)
Proposed City Future Land Use: Urban Edge Residential Small Lot (UER-1)



CITY OF Columbia

Planning & Development Services Department

Created by: swhudson Date: 3/3/2026

This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia

Zoning

308 Turnwall Lane; TMS# 28911-03-03
Current Richland County Zoning: Planned Development (PD)
Proposed City Zoning: Planned Development (PD)

CITY OF Columbia

Planning & Development Services Department

Created by: swhudson Date: 3/3/2026

This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia

Current Future Land Use Classification

NEIGHBORHOOD (MEDIUM-DENSITY)

Land Use and Character

Areas include medium-density residential neighborhoods and supporting neighborhood commercial scale development designed in a traditional neighborhood format. These neighborhoods provide a transition from Neighborhood (Low-Density) to more intense Mixed Residential (High-Density) urban environments. Multi-family development should occur near activity centers and within Priority Investment Areas with access to roadways with adequate capacity and multimodal transportation options. Non-residential development may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial.

Desired Development Pattern

The primary use within this area is medium density residential neighborhoods designed to provide a mix of residential uses and densities within neighborhoods. Neighborhoods should be connected and be designed using traditional grid or modified grid designs. Non-residential uses should be designed to be easily accessible to surrounding neighborhoods via multiple transportation modes.

Transportation

Upgrades to arterial and collector roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. Subdivisions should be designed to provide vehicular, bicycle, and pedestrian access and connectivity throughout, either through conventional sidewalks or through greenway and trail access.

Recommended Land Uses

Primary Land Uses: Single-family detached houses, duplexes, townhomes

Secondary Land Uses: Multi-family development, neighborhood serving services, such as small scale drycleaners, professional offices, coffee shops, bakeries and restaurants, drug-stores, and convenience stores should be located within Neighborhood Activity Centers or may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial. These land uses should not result in strip commercial development or fragmented "leapfrog" development patterns along corridors. Places of worship, public or private parks, and public recreation facilities are also appropriate uses. These uses should be integrated to better serve surrounding residential properties through pedestrian access, and mitigation of any noise, light, or traffic impacts on neighborhoods.

Policy Guidance

1. Neighborhood densities should be based on allowing higher densities that include single-family attached housing near major corridors and activity centers and lower densities that include only single-family detached housing near open space developments, low-density residential, and rural areas.
2. Master planning of neighborhoods is encouraged and should include neighborhood parks and open spaces as part of the development program. A mix of housing types is encouraged within individual developments. Neighborhood scale commercial centers are also an appropriate amenity to include in master planned developments.
3. Traditional neighborhood designs should be facilitated by development of a new zoning district that allows for a mix of housing types and lot sizes within a single development.
4. Developments should connect to adjacent neighborhoods and commercial/employment areas, and be supported by multiple modes of transportation.
5. The protection of mature tree canopy is encouraged for areas surrounding developments and on private residential lots, as feasible.

6. Environmentally sensitive areas, such as floodplains, wetlands, and lands along creeks and surface waters should be protected or developed using best management practices to maintain the areas green infrastructure system, and to ensure long-term water quality. Providing public recreational access to these features, as feasible, is preferred.

Relevant Plans

Broad River Road Corridor and Neighborhood Master Plan, Candlewood Master Plan, Crane Creek Master Plan, Lower Richland Community Strategic Master Plan, The Renaissance Plan: Decker Boulevard/Woodfield Park Area

Priority Investment Areas

#2 Ballentine at Dutch Fork Road, Marina, and Broad River Road, Portion of #5 I-20 Fairfield Interchange, Portion of #9 Decker Boulevard and Two Notch Road, Portion of #8 I-77 Farrow Road Interchange

Areas of Common Interest

Proposed projects in the Northwest, North Central, Northeast, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Existing Zoning Districts of Similar Character

RS-LD, RS-MD,MH,PDD

Proposed Future Land Use Classification

Development Types

URBAN EDGE RESIDENTIAL SMALL LOT (UER-1)

Urban Edge Residential Small lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.

UER-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

TERTIARY TYPES

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

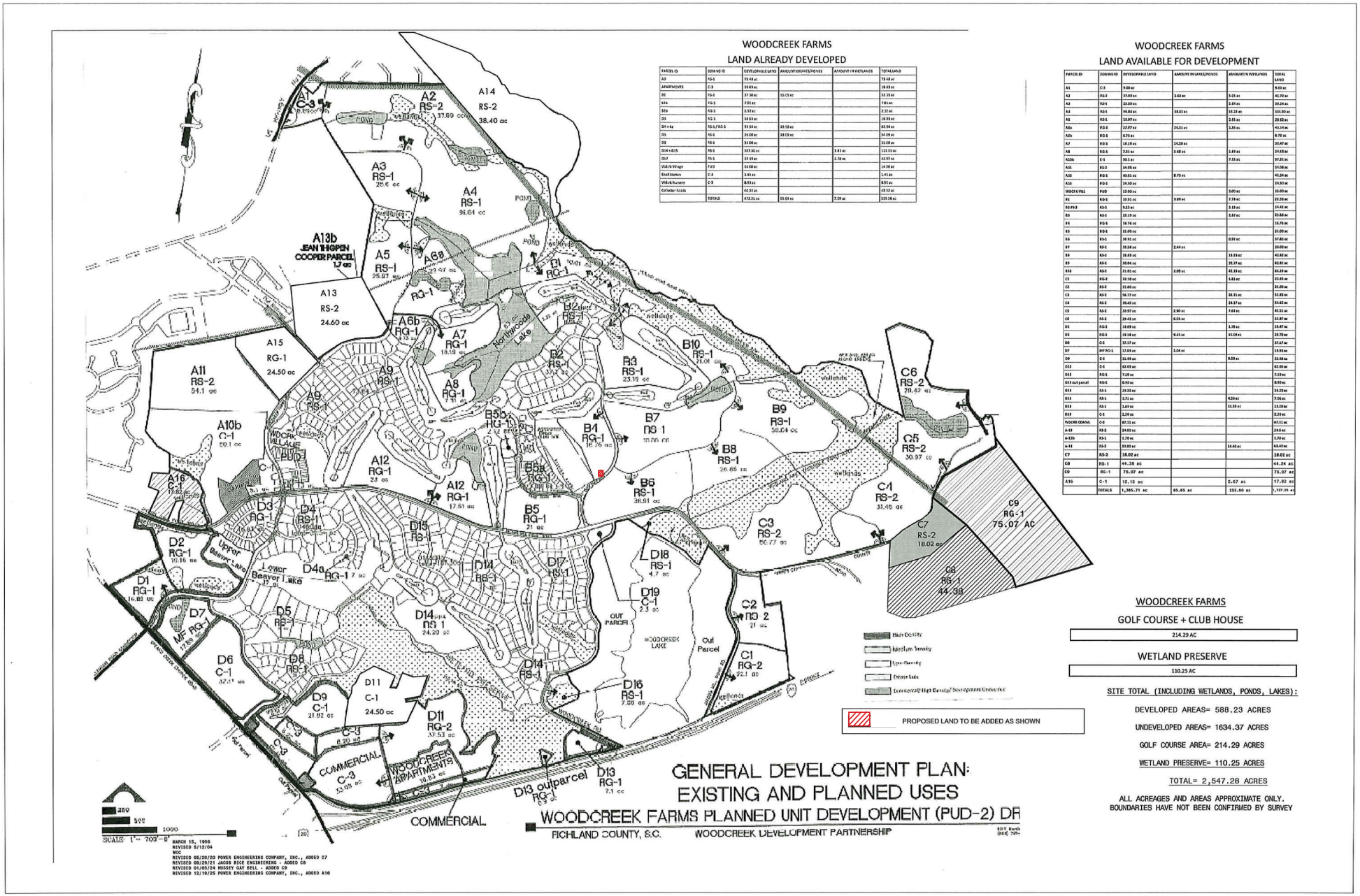
See matrix for appropriate park/open space types.

Development Types

UER-1 DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure and limited points of connection to the main road network. Street widths may be narrow or wide. Sidewalks may or may not be present in existing neighborhoods but should be provided in new developments. On-street parking is uncommon in these neighborhoods when street widths are narrow.
- Blocks are slightly irregular and may display a range of sizes and shapes determined by the parent lot shape and the internal street network.
- Blocks are subdivided into regular sized lots ranging between 2,500 square feet and 10,000 square feet.
- Buildings are typically set back from the street with deep front yards; buildings sit parallel to the street.
- Building sizes vary slightly within a block, but most are one to two stories in height with less than 2,000 square feet of livable space. Exceptions in the number of stories would be for neighborhoods with many split-level homes.
- Most homes have dedicated parking areas in front or side yards. Attached garages or carports are common.
- Open or green spaces are included in individual properties, retention or detention areas, or neighborhood parks. Passive green spaces should be included in new developments.
- Within a single development, building architecture, density, scale, and design will typically be fairly consistent along with front yard setbacks and driveway and garage arrangements.

Proposed Zoning District



WOODCREEK FARMS

LAND ALREADY DEVELOPED

PARCEL ID	ZONING ID	DEVELOPABLE LAND	AMOUNT IN LAKES/PONDS	AMOUNT IN WETLANDS	TOTAL LAND
A3	RS-1	79.48 ac			79.48 ac
APARTMENTS	C-3	16.83 ac			16.83 ac
B2	RS-1	37.30 ac	15.05 ac		52.35 ac
B3a	RS-1	7.81 ac			7.81 ac
B3b	RS-1	2.33 ac			2.33 ac
B9	RS-1	16.53 ac			16.53 ac
B4 + 4a	RS-1/RG-1	59.54 ac	22.50 ac		82.04 ac
B5	RG-1	36.00 ac	18.09 ac		54.09 ac
B8	RG-1	31.00 ac			31.00 ac
B10 + B15	RS-1	107.30 ac		3.81 ac	111.11 ac
B17	RS-1	39.39 ac		3.38 ac	42.77 ac
Welch Village	PUD	14.00 ac			14.00 ac
Shell Station	C-3	1.43 ac			1.43 ac
Welch Nursery	C-3	8.53 ac			8.53 ac
Collector roads		43.32 ac			43.32 ac
	TOTALS	472.23 ac	55.64 ac	7.19 ac	535.16 ac

WOODCREEK FARMS

LAND AVAILABLE FOR DEVELOPMENT

PARCEL ID	ZONING ID	DEVELOPABLE LAND	AMOUNT IN LAKES/PONDS	AMOUNT IN WETLANDS	TOTAL LAND
A1	C-3	9.00 ac			9.00 ac
A2	RS-2	37.69 ac	2.68 ac	5.05 ac	45.72 ac
A3	RS-1	23.69 ac		2.84 ac	26.24 ac
A4	RS-1	96.84 ac	16.81 ac	16.19 ac	129.30 ac
A5	RS-1	25.97 ac		2.81 ac	28.82 ac
A6a	RG-1	22.07 ac	14.31 ac	3.86 ac	40.24 ac
A6b	RG-1	6.73 ac			6.73 ac
A7	RG-1	18.19 ac	14.28 ac		32.47 ac
A8	RG-1	7.31 ac	3.48 ac	1.49 ac	12.28 ac
A10b	C-1	50.1 ac		7.31 ac	57.21 ac
A11	RS-2	54.05 ac			54.05 ac
A12	RG-1	40.61 ac	0.73 ac		41.34 ac
A15	RG-1	24.50 ac			24.50 ac
WOOCK VILL	PUD	13.00 ac		2.00 ac	15.00 ac
B1	RG-1	10.91 ac	5.85 ac	2.74 ac	19.50 ac
B2/B3	RS-1	9.22 ac		5.18 ac	14.41 ac
B3	RS-1	23.19 ac		2.67 ac	25.86 ac
B4	RG-1	16.76 ac			16.76 ac
B5	RG-1	21.00 ac			21.00 ac
B6	RS-1	28.91 ac		0.92 ac	29.83 ac
B7	RS-1	23.58 ac	2.44 ac		26.02 ac
B8	RS-1	26.65 ac		15.53 ac	42.82 ac
B9	RS-1	50.04 ac		32.77 ac	82.81 ac
B10	RS-1	21.01 ac	2.09 ac	42.30 ac	65.39 ac
C1	RG-2	22.10 ac		5.83 ac	27.93 ac
C2	RG-2	21.00 ac			21.00 ac
C3	RG-2	66.77 ac		28.31 ac	95.08 ac
C4	RG-2	10.45 ac		24.37 ac	34.82 ac
C5	RG-2	30.97 ac	2.90 ac	7.64 ac	41.51 ac
C6	RG-2	29.42 ac	6.55 ac		35.97 ac
D1	RG-1	14.69 ac		1.79 ac	16.47 ac
D2	RG-1	13.16 ac	8.45 ac	11.09 ac	32.70 ac
D6	C-1	37.17 ac			37.17 ac
D7	MF RG-1	17.85 ac	1.04 ac		18.93 ac
D9	C-1	21.93 ac		0.58 ac	22.48 ac
D10	C-1	62.00 ac			62.00 ac
D11	RG-1	7.09 ac			7.09 ac
D13 outparcel	RG-1	0.93 ac			0.93 ac
D14	RS-1	24.20 ac			24.20 ac
D15	RS-1	3.71 ac		4.35 ac	7.06 ac
D16	RS-1	1.69 ac		11.59 ac	13.28 ac
D19	C-1	2.30 ac			2.30 ac
WOOKE COMM.	C-3	87.11 ac			87.11 ac
A-13	RS-2	24.60 ac			24.6 ac
A-13b	RS-1	1.70 ac			1.70 ac
A-14	RS-2	53.00 ac		15.40 ac	68.40 ac
C7	RS-2	18.02 ac			18.02 ac
C8	RG-1	44.38 ac			44.38 ac
C9	RG-1	75.07 ac			75.07 ac
A16	C-1	15.15 ac		2.67 ac	17.82 ac
	TOTALS	1,365.71 ac	85.65 ac	255.90 ac	1,707.26 ac

WOODCREEK FARMS

GOLF COURSE + CLUB HOUSE

214.29 AC

WETLAND PRESERVE

110.25 AC

SITE TOTAL (INCLUDING WETLANDS, PONDS, LAKES):

DEVELOPED AREAS= 588.23 ACRES

UNDEVELOPED AREAS= 1634.37 ACRES

GOLF COURSE AREA= 214.29 ACRES

WETLAND PRESERVE= 110.25 ACRES

TOTAL= 2,547.28 ACRES

ALL ACREAGES AND AREAS APPROXIMATE ONLY.
BOUNDARIES HAVE NOT BEEN CONFIRMED BY SURVEY

Meeting Date:	**June 9, 2026**
Department:	**Planning and Development Services**
From:	**Justin Steinmann, Director**

ZONING MAP AMENDMENT for Parcel at 1700 Block Rosewood Drive and Fulton Street TMS# 11309-18-10

Ordinance No.: 2026-040 - Amending the Official Zoning Map to modify the zoning for parcel at the 1700 block of Rosewood Drive and Fulton Street, Richland County TMS # 11309-18-10

Council District: 3

Proposal: Request to rezone the properties from Neighborhood Activity Center/Corridor District (NAC) to Residential Mixed District (RM-2); the property is within the Airport Safety Overlay District (OV-A).

Applicant: Ashok Kumar, Kumar Construction

Staff Recommendation: Approval

PC Recommendation: 4/9/2026; Recommended Approval (6-1)

First reading approval was given on May 19, 2026.

Background Summary:

Attachments:

1. ZMA_2026-0004_Rosewood1700Blk_Packet
2. Ordinance 2026-040 - Zoning Map Amendment parcel at 1700 block of Rosewood Drive a...

CITY COUNCIL

May 19, 2026 at 4:00 P.M.
City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

ZONING MAP AMENDMENT CASE SUMMARY

Parcel at 1700 Block Rosewood Drive and Fulton Street
TMS# 11309-18-10

Council District:	3
Proposal:	Request to rezone the properties from Neighborhood Activity Center/Corridor District (NAC) to Residential Mixed District (RM-2); the property is within the Airport Safety Overlay District (OV-A).
Applicant:	Ashok Kumar, Kumar Construction
Staff Recommendation:	Approval
PC Recommendation:	4/9/2026; Recommended Approval (6-1)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: ± 0.32 acre
Current Use: Undeveloped
Proposed Use: Residential
Future Land Use Classification: Neighborhood Activity Corridor (AC-1)
Current Zoning: Neighborhood Activity Center/Corridor District (NAC) within the Airport Safety Overlay District (OV-A)
Proposed Zoning: Residential Mixed District (RM-2) within the Airport Safety Overlay District (OV-A)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification
The subject property is designated as Neighborhood Activity Corridor (AC-1) in the *Columbia Compass: Envision 2036* Future Land Use Map.

Refer to the attached land use classification description. A matrix and visual glossary of related building types and land uses described within the Columbia Compass comprehensive plan can be found here.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the *Rosewood Corridor & Neighborhood Plan* (2012). The plan proposed a future land use of Mixed-Use for the subject property (Ch. 5, pg. 30, Map 5.2). The property is also located within the area identified as a Potential Commercial District Overlay (Level A, which targets mixed-use areas versus those areas that are more residential and transitional, which are categorized as Level B) (Ch. 5, pg. 32, Map 5.7). The plan sets for eight physical development goals for the Rosewood Drive corridor:

1. Encourage the reuse of existing residential structures along the corridor.
2. Create a high-quality pedestrian-oriented shopping district.
3. Provide better connectivity into the surrounding neighborhoods.
4. Create a high-quality mix of uses, which would increase destination retail options, while serving the needs of neighborhood residents.
5. Create a clear focus of uses within the three distinct areas along the three miles of Rosewood Corridor.
6. Employ a "Park Once" concept where parking may be shared, and allow residents to walk to multiple stores and destinations within the distinct areas of the corridor.
7. Provide better buffers from commercial and mixed-uses and the residential neighborhood.
8. Allow Rosewood to develop into its future with a unique sense of place, building on traditions.

ZONING

The subject property is currently zoned Neighborhood Activity Center/Corridor District in an Airport Safety Overlay District (NAC, OV-A). The property to the east and west fronting Rosewood Drive on the north side are also zoned Neighborhood Activity Center/Corridor District in the Airport Safety Overlay District (NAC, OV-A). The property to the rear of the parcel with frontage on Fulton Street is zoned Residential Single Family – Small Lot District (RSF-3). The property across Rosewood Drive is zoned Residential Mixed District in the Airport Safety Overlay District (RM-2, OV-A).

The current NAC base district permits multifamily development but the OV-A overlay district prohibits residential development within non-residential base districts. The applicant desires to construct a multifamily development on the site and thus is seeking this rezoning. The proposed zoning is Residential Mixed District (RM-2); remaining within the Airport Safety Overlay District (OV-A).

The City of Columbia's Airport Safety Overlay (OV-A) is informed by, but not to be confused with, the South Carolina Aeronautics Commission's Airport Safety Zones. State law (Sec. 55-13-5 of the *SC Code of Laws*) requires that land use decisions by municipal governments consider the presence of these airport land use zones and the effect of the decision on airport operations and safety.

The implementation of the City's Airport Safety Overlay fulfills part of that requirement of state law, and roughly traces the outline of areas identified as the Runway Protection Zone and the Inner Approach & Transition Zone for Jim Hamilton-LB Owens Airport. This requirement to consider the state-designated airport zones (and airport operations and safety) also extends to the Planning Commission's recommendation on the request and, ultimately, to City Council's decision.

Notably, the applicant had previously applied to remove the OV-A overlay from the property (PC 11/13/25; Council 12/16/25), and withdrew the request after opposition from representatives of the SC Aeronautics Commission and Jim Hamilton-LB Owens Airport. However, during public hearing at the 12/16/25 City Council meeting, these same representatives stated in light of the surrounding residential development that they would not object to a residential project on this property as long as the safeguards within the City's overlay remained (and the developers agreed to the required easements and hold harmless agreements).

Refer to the attached zoning district descriptions for more information on the existing and proposed City of Columbia zoning.

STAFF RECOMMENDATION

As stated in the UDO's Zoning Map Amendment Decision Standards (§17-2.5(c)(4)), "the advisability of amending the Official Zoning Map is a matter committed to the legislative discretion of City Council and is not controlled by any one factor."

In review of the suggested factors for consideration, staff finds that the proposed rezoning request would create an inappropriately isolated zoning district by leaving the adjacent ± 1/2-acre property at 1701 Rosewood Drive as an isolated commercial parcel. However, the request is not inconsistent with the AC-1 future land use classification and the recommendations of the Rosewood Corridor & Neighborhood Plan, and arguably the rezoning would "allow a range of uses that are compatible with the uses allowed on other property in the immediate vicinity" as there is a mixture of residential and commercial uses in the vicinity.

Finally, in consideration of the Airport Safety Overlay (OV-A) and State requirements to consider SC Aeronautics land use recommendations, it bears repeating that this rezoning option was discussed at the December 16, 2025 zoning public hearing and representatives of the Aeronautics Commission and the airport stated that they did not object to residences being developed at this site under the protection of the City's overlay. In consideration of all these factors, staff recommends approval of this request.

BULL ST
PICKENS ST
HEYWARD ST
SOUTHWOOD DR
TUGALOO AVE
S HARDEN ST
HOLLYWOOD CT
HOLLYWOOD DR
S SALUDA AVE
KIAWAH AVE
CRESTWOOD DR
ETIWAN AVE
MAPLEWOOD DR
S EDISTO AVE
PINEWOOD DR
ROSEWOOD DR
S BULL ST
S MARION ST
FULTON ST
DREHER ST
OCEOLA ST
S WACCAMAW AVE
ROSEWOOD HILLS DR
S PICKENS ST
S GREGG ST
KENNEDY ST
E BROADWAY ST
SUPERIOR ST
HOLT DR
KINGSWOOD DR
ROYSTER ST
WILEY ST
BAY ST
MITCHELL ST
HOWE ST
GEORGE ROGERS BLVD

Future Land Use

NX1701 Rosewood Drive; TMS# 11309-18-10
Future Land Use: Neighborhood Activity Corridor (AC-1)

City of Columbia

Planning & Development Services Department

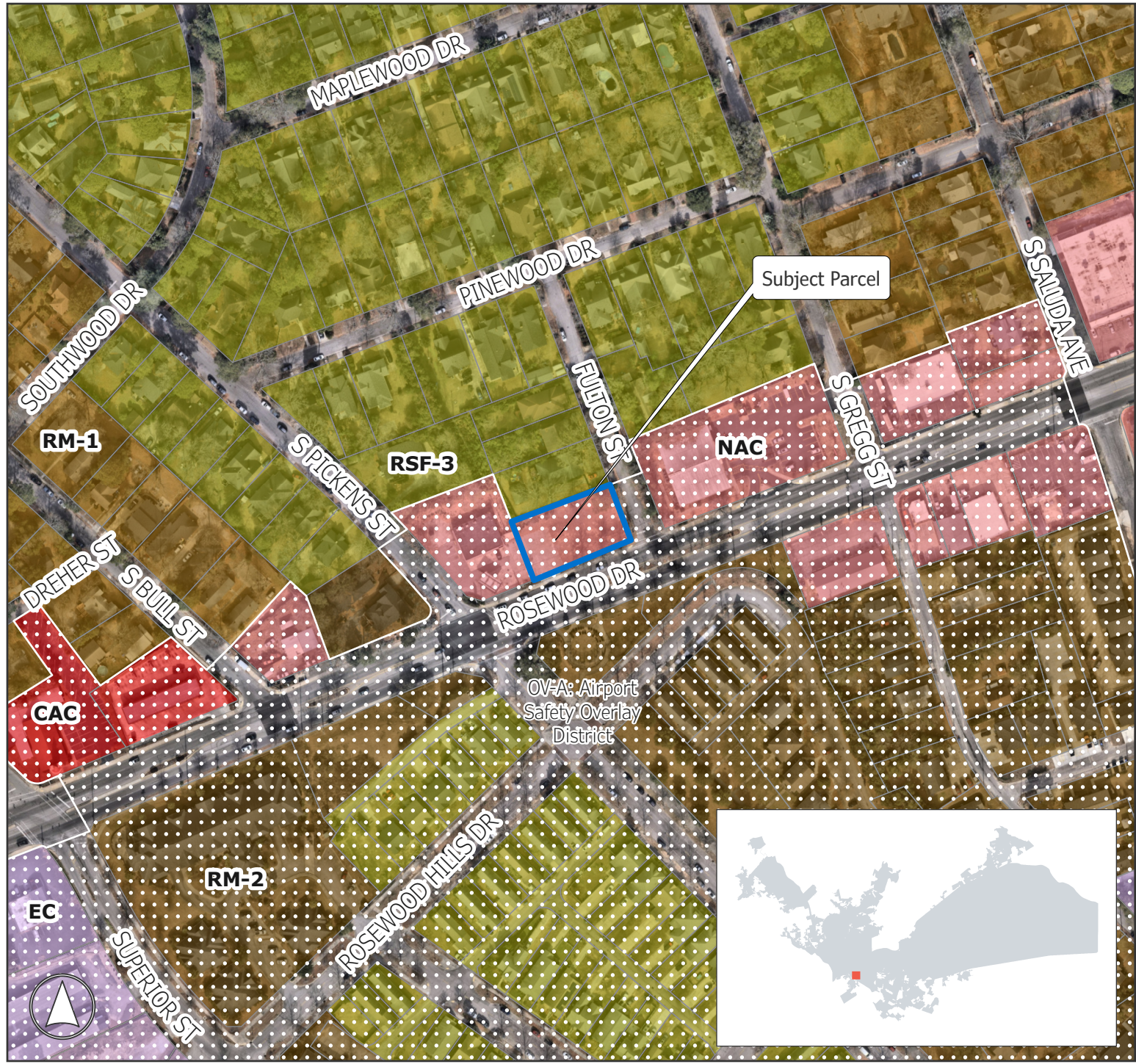
Created by: swhudson Date: 2/19/2026

This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia

Zoning

NX1701 Rosewood Drive; TMS# 11309-18-10
Current Zoning: Neighborhood Activity Center/Corridor District (NAC) with Airport Safety Overlay District (OV-A)
Proposed Zoning: Residential Mixed District (RM-2) with Airport Safety Overlay District (OV-A)

Legend
- CAC: Community Activity Center/ Corridor
- NAC: Neighborhood Center/Corridor
- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- RM-1: Residential Mixed
- EC: Employment Campus District
- OV-A: Airport Safety Overlay District
- Parcels
- City Limits



0 100 200 Feet

CITY OF Columbia

Planning & Development Services Department

Created by: swhudson Date: 2/19/2026

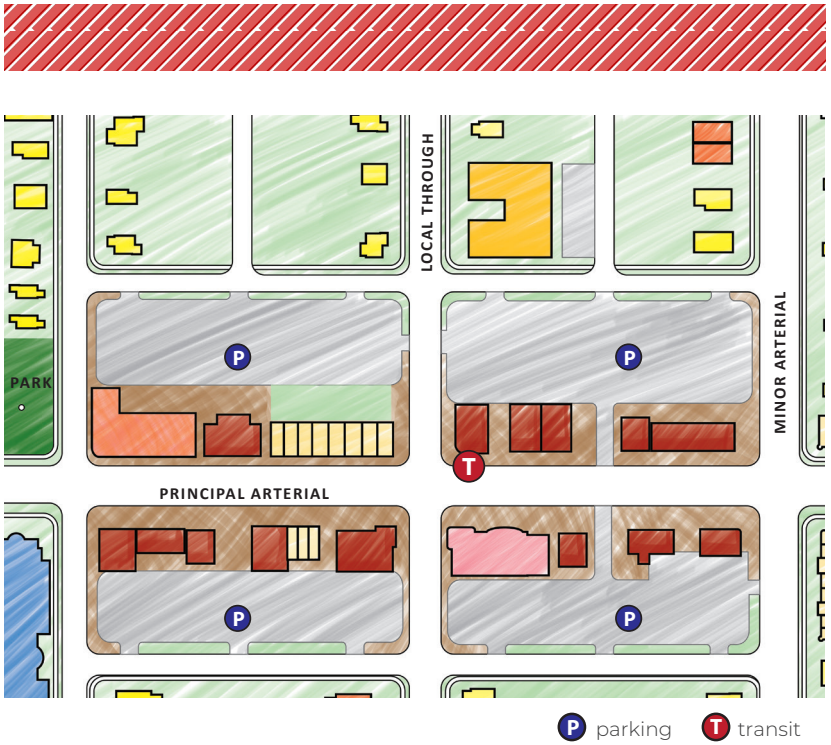
This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia

Future Land Use Classification

Development Types

NEIGHBORHOOD ACTIVITY CORRIDOR (AC-1)

Neighborhood Activity Corridors are a linear extension of a Neighborhood or Community Activity Center. They contain nearly identical building types and uses to a Neighborhood Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are generally built on frontage lots along minor arterial or collector roadways but may also be found along principal arterials. They serve surrounding neighborhoods within a one-mile drive or a 15-minute walk and typically consist of a limited collection of commercial and service uses.



AC-1 BUILDING TYPES/LAND USES

PRIMARY TYPES
- Multi-family Mixed-use Small
- Business/Employment Small (excl. Flex)

SECONDARY TYPES
- Single-family Attached
- Multi-family Small & Medium
- Civic/Institutional Small to Large

TERTIARY TYPES
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

AC-1 DEVELOPMENT PATTERN/CONTEXT

- Streets are generally minor arterials or collectors carrying moderate multi-modal traffic volumes. Streets and rights-of-way are wide and typically straight with wide sidewalks and tree lawns.
- Blocks are generally the base component of this development type, and the uses in the activity corridor typically occupy the face of the block adjacent to the corridor. Alleyways can be used in redevelopment or infill to provide access to small rear parking lots.
- The subdivision of lots is regular within a block with small, equally sized parcels typically meeting mid-block. Deeper lots are typically found along major roads.
- Buildings are oriented toward the street and generally located to the front of the lot, right behind the sidewalk or a shallow setback, however they may have a small lawn when a converted residential structure is used. Access to businesses should be provided from the sidewalk.
- Individual buildings may be attached or built close to each other to establish a continuous street frontage.
- Building types may be mixed on a block, but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Structures may utilize on-street parking or may have small parking areas behind the building.
- These corridors are often located along transit routes, and sidewalks and bike lanes should be incorporated to allow safe access to businesses in corridors.
- Open spaces provided on individual lots in the form of perimeter plantings and buffer yards are typical, as are tree and vegetation-lined rights-of-way. Pedestrian-oriented streetscape elements such as benches, street trees, landscaping, and outdoor dining areas are typical.
- Architectural detailing is human scale and includes windows, front entrances, porches, stoops, and /or balconies. The majority of buildings are one to two stories.

Current Zoning District

NAC: Neighborhood Activity Center/Corridor District

Purpose

The purpose of the Neighborhood Activity Center/Corridor (NAC) District is to provide lands that accommodate moderate-density, walkable, neighborhood-scale mixed-use development with neighborhood-serving commercial development within the City's urban neighborhoods. The district is intended to be applied to portions of a city block, consisting of storefronts with limited on-site parking.

Uses are intended to be neighborhood-serving and capture some through-traffic, though auto-oriented uses and design are discouraged. Allowed uses include live/work and multi-family dwellings, mixed-use, offices, personal services uses, and community service uses. *No minimum parking.

Intensity and Dimensional Standards

Standard		Multi-family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)		10,000	5,000
Lot Width, min. (ft.)		75	N/A
Lot Coverage, max. (% of site area)		N/A	
Density, max. (du/acre)		N/A	
Front Yard Setback (ft.)	Min.	5 [1]	
	Max.	15 [1]	
Side Yard Setback, min. (ft.)		N/A	
Rear Yard Setback, min. (ft.)		15	
Building Height, max. (ft.)		50	

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] In lieu of this standard, the Zoning Administrator may approve a front yard setback that is within 90 percent and 110 percent of the average front yard setback for buildings on the same block face, if more than 50 percent of the lots on the block face have buildings.

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. [1] Conditional Use [2] Special Exception

PRINCIPAL USES PERMITTED	Day care facility[1]	Laboratory, medical or dental
Dwelling, live-work[1]	Government office	Medical or dental clinic/office
Dwelling, mixed-use	Library	Nursing care facility
Dwelling, multifamily	Membership organization facility	Arboretum or botanical garden
Dwelling, single-family detached	Place of worship[1]	Cemetery
Dwelling, two-family	Public safety facility	Park or greenway[1]
Dwelling, townhouse	Social services facility	Park and ride
Residential care facility[2]	Elementary, middle, or high school	Parking lot[1]
Community recreation center	School, business or trade	Parking structure[1]
Cultural facility	Hospital	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

NAC: NEIGHBORHOOD ACTIVITY CENTER/CORRIDOR

Passenger terminal, surface transportation[2]

Railroad facility[2]

Utility facility, major[2]

Utility facility, minor

Veterinary hospital or clinic[1]

Eating establishment only[1]

Eating and drinking establishment, Type 1[1]

Eating and drinking establishment, Type 2[2]

Funeral home or mortuary

Business/Professional office

Bank, retail

Beauty salon or barbershop

Body piercing or tattoo establishment[1]

Dry cleaning pick-up[1]

Laundry, coin-operated

Nail salon

Repair of personal goods

Banquet hall

Performing arts center

Recreation facility, indoor, not elsewhere listed[1]

Recreation facility, outdoor, not elsewhere listed[2]

Building supplies and equipment store[1, 2]

Consumer goods store[1, 2]

Convenience store[2]

Farmers' market[1, 2]

Grocery store or food market[1]

Liquor store[2]

Pawn shop[2]

Gasoline sales and service station[1]

Vehicle equipment supplies sales and rentals

Community garden[1]

Crop production and processing

Manufacturing, assembly, or fabrication, light

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

Proposed Zoning District

RM-2: Residential Mixed District

Purpose

The purpose of the Residential Mixed (RM-2) District is to provide lands that accommodate moderate-density mixed residential development that allows single-family, two-family, townhouse, and medium-scale multi-family dwellings.

The street network is gridded and buildings are located close to, and oriented toward, the street.

Intensity and Dimensional Standards

Standard	Townhouse	All Other Uses
Lot Area, min. (sf.)	8,000[1]/1,500[2]	3,000
Lot Width, min. (ft.)	75[1]/18[2]	40
Lot Depth, min. (ft.)	60	60
Lot Coverage, max. (% of site area)	50	50
Density, max. (du/acre)	N/A	17.2
Front Yard Setback, min. (ft.)	15	15
Side Yard Setback, min. (ft.)	[3]	5
Rear Yard Setback, min. (ft.)	10	10
Building Height, max. (ft.)	50	50

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] Applies to the development lot as a whole rather than individual lots under individual units.

[2] Applies to individual lots under individual units.

[3] A minimum of five feet required between end units and side yard and ten feet between end units and any secondary front yard.

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. [1] Conditional Use [2] Special Exception

PRINCIPAL USES PERMITTED

Cottage neighborhood development

Dwelling, live-work[1]

Dwelling, multifamily

Dwelling, single-family detached

Dwelling, townhouse

Dwelling, two-family

Community recreation center

Cultural facility[2]

Day care facility[1]

Library

Place of worship[2]

Public safety facility

Elementary, middle, or high school[2]

Arboretum or botanical garden[2]

Cemetery[2]

Park or greenway[1]

Utility facility, major[2]

Utility facility, minor

Dry cleaning pick-up[1]

Grocery store or food market[2]

Community garden[1]

Crop production and processing[2]

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2026-040

Amending the Official Zoning Map to modify the zoning for parcel at the 1700 block of Rosewood Drive and Fulton Street, Richland County TMS # 11309-18-10

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for parcel at the 1700 block of Rosewood Drive and Fulton Street, Richland County TMS # 11309-18-10; 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 parcel at the 1700 block of Rosewood Drive and Fulton Street, Richland County, Richland County TMS# 11309-18-10 as shown in Attachment A, is hereby rezoned from Neighborhood Activity Center/Corridor District (NAC) to Residential Mixed District (RM-2); the property is within the Airport Safety Overlay District (OV-A). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

LEGAL DEPARTMENT DRAFT

Requested by:

Jeff Palen, Assistant City Manager

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

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

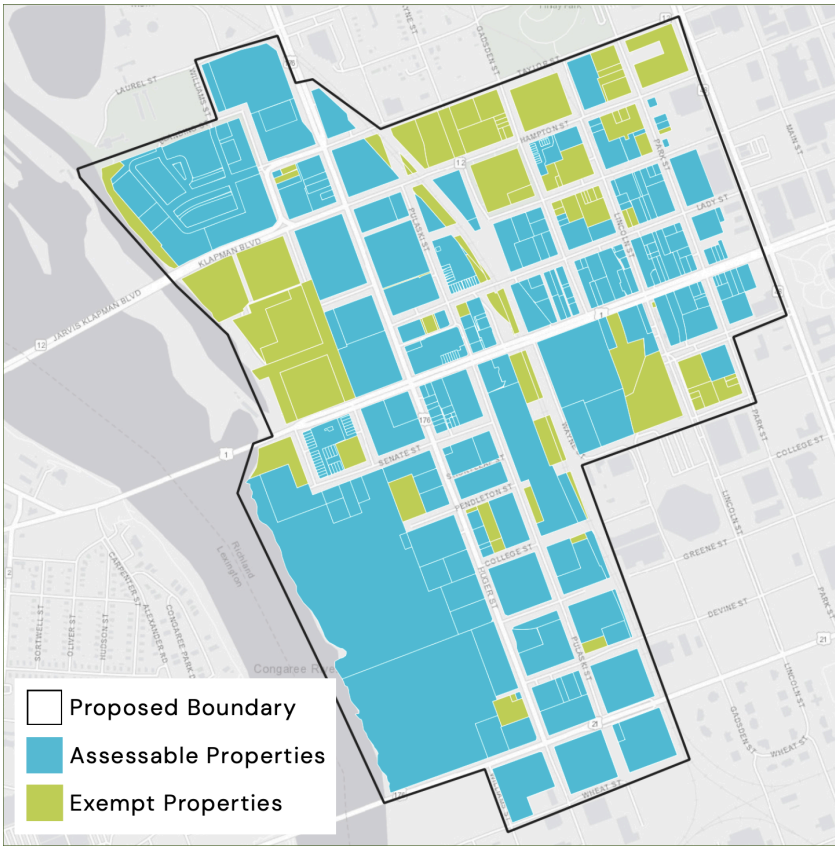


Exhibit 2: The Vista BID Proposed Boundaries of Additional Assessment Frontage

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 ?

Approved by:

Mayor

City Manager

Approved as to form:

ATTEST

Deputy City Attorney

City Clerk

Public Hearing:
Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Meeting Date:	**June 9, 2026**
Department:	**Legal**
From:	**Jeff Palen, Assistant City Manager / CFO**

Ordinance No.: 2026-042 - Granting Third Renewal to MCImetro Access Transmission Services, LLC, f/k/a MCImetro Access Transmission Services Corp., its Successors and Assigns the Right, Power and Authority to Construct, Install, Maintain and Operate In, Over, Upon and Under the Streets and Public Places of the City of Columbia, its Lines, Poles, Wires, Cables and other Telecommunications Facilities to Render Telecommunications Service to Its Customers in the Limits of the City of Columbia for Such Period as Provided Herein; and to Provide for the Payment of Compensation for the Use of the Streets and Public Places

Background Summary:

Attachments:

1. 2026-042 - MCImetro(Verizon)(third renewal)

ORDINANCE NO.: 2026-042

Granting Third Renewal to MCImetro Access Transmission Services, LLC, f/k/a MCImetro Access Transmission Services Corp., its Successors and Assigns the Right, Power and Authority to Construct, Install, Maintain and Operate In, Over, Upon and Under the Streets and Public Places of the City of Columbia, its Lines, Poles, Wires, Cables and other Telecommunications Facilities to Render Telecommunications Service to Its Customers in the Limits of the City of Columbia for Such Period as Provided Herein; and to Provide for the Payment of Compensation for the Use of the Streets and Public Places

WHEREAS, Ordinance No.: 2020-069 granting MCImetro Access Transmission Services Corp., its successors and assigns the right, power and authority to construct, install, maintain and operate in, over, upon and under the streets and public places of the City of Columbia, its lines, poles, wires, cable and other telecommunications facilities to render telecommunications service to its customers in the limits of the City of Columbia for such period as provided herein; and to provide the payment of compensation for the use of streets and public places was adopted on August 4, 2020 and providing for a two-year term; and

WHEREAS, Ordinance No.: 2022-033 granting First Renewal to MCImetro Access Transmission Services Corp., its successors and assigns the right, power and authority to construct, install, maintain and operate in, over, upon and under the streets and public places of the City of Columbia, its lines, poles, wires, cable and other telecommunications facilities to render telecommunications service to its customers in the limits of the City of Columbia for such period as provided herein; and to provide the payment of compensation for the use of streets and public places was adopted on August 16, 2022 and providing for a two-year term; and

WHEREAS, Ordinance No.: 2024-074 granting Second Renewal to MCImetro Access Transmission Services Corp., its successors and assigns the right, power and authority to construct, install, maintain and operate in, over, upon and under the streets and public places of the City of Columbia, its lines, poles, wires, cable and other telecommunications facilities to render telecommunications service to its customers in the limits of the City of Columbia for such period as provided herein; and to provide the payment of compensation for the use of streets and public places was adopted on September 17, 2024 and providing for a two-year term; and

WHEREAS, MCImetro Access Transmission Services, LLC, f/k/a MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services, a Delaware corporation ("Company") has requested consent of the City of Columbia to renew said 2020 agreement and continue to use the streets and public places of the municipality to construct, install, maintain, and operate its facilities for use in providing telecommunications services to its customers within the municipality for its own business purposes and profit; and,

WHEREAS, it is the policy of the municipality to permit such entry into the corporate limits and such use of the streets and public places for the provision of telecommunication services, subject to the duty and authority of the municipality to manage its streets, public property and rights-of-way, and to require fair and reasonable compensation from telecommunications providers for the use thereof on a competitively neutral and nondiscriminatory basis and to publicly disclose the amount of such compensation; NOW,THEREFORE,

LEGAL DEPARTMENT DRAFT

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ____ day of _____, 2026, as follows:

That the 2020 Access Agreement between MCImetro Access Transmission Services Corp. and the City of Columbia is hereby renewed for an additional two-year term as provided therein with the renewal term now extended through July 31, 2028.

This ordinance is effective as of final reading.

Requested by:

Jeff Palen, Assistant City Manager

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Meeting Date:	**June 9, 2026**
Department:	**Legal**
From:	**Teresa Knox, City Attorney**

Resolution No.: R-2026-025 - Resolving to establish a Vision Zero Policy to work towards zero traffic deaths and severe injuries within the City of Columbia

Endorsed by the Public Safety Committee on May 12, 2026.

Background Summary:

Attachments:

1. R-2026-025 - Vision Zero Resolution for Council
2. What is Vision Zero
3. Memo

RESOLUTION NO.: R-2026-025

Resolving to establish a Vision Zero Policy to work towards zero traffic deaths and severe injuries within the City of Columbia.

WHEREAS, the life and health of all persons living and traveling within the City of Columbia are our utmost priority, and no one should die or be seriously injured while traveling on our city streets; and

WHEREAS, between January 2019 and December 2023, 30,706 crashes were reported on non-interstate roadways in the City of Columbia, including 79 fatal crashes, with pedestrians and bicyclists representing less than 2% of all crashes but approximately 44% of fatalities and 22% of serious injuries, and furthermore, children, older adults, people of color, people with disabilities, people who are unhoused, and people with low income face a significantly disproportionate risk of traffic injuries and fatalities; and

WHEREAS, one traffic-related death in the City is one too many, and Vision Zero is a public health-based traffic safety strategy to reduce and eventually eliminate traffic deaths and serious injuries using a data driven multi-disciplinary and Safe Systems approach that that accounts for human error by designing safer roads, policies, and systems for all users; and

WHEREAS, the City of Columbia has adopted a comprehensive pedestrian and bicycle master plan, area plans, and a comprehensive plan that recognize the importance of safe multimodal transportation options to improved livability, economic vibrancy, and public health outcomes; and

WHEREAS, the City of Columbia is developing a Comprehensive Safety Action Plan through a collaborative public planning process funded by a Safe Streets and Roads for All grant, which will identify specific changes to policies, infrastructure, enforcement, and education to move the City towards zero roadway fatalities and serious injuries; NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council this __ day of _____, 2026 that:

1. The City of Columbia declares that no loss of life or serious injury is acceptable on our streets, and therefore Vision Zero is to be the City-wide guiding principle for transportation planning, the design of streets and sidewalks, and the maintenance of the public rights of way; and

2. Once completed, the City will utilize the *Sharing the Road Comprehensive Safety Action Plan* to guide programs, policies, and projects in service of increasing roadway safety for all users; and

3. The City adopts the goal of eliminating traffic deaths and serious injuries on non-interstate roadways among all system users by 2036, benchmarking a minimum 5% reduction of fatal and serious injury crashes per year based on a five-year rolling average; and

4. In order to meet this critical goal, City Council directs City departments, in collaboration with other agencies, to consider safety as the highest priority when balancing competing demands for space within the public right-of-way; and

LEGAL DEPARTMENT DRAFT

5. Policies and programs developed to increase roadway safety for all users will be implemented in an equitable manner accounting for historic inequities in transportation and safety investments and increasing real and perceived safety for people walking and bicycling to encourage use of these clean air modes of transportation.

Requested by:

City Manager

Mayor

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

ATTEST:

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Vision Zero

Reducing traffic-related deaths through planning + implementation

> *At the core of Vision Zero efforts is the conviction that no one should be killed or seriously injured on streets. It recognizes that humans make mistakes, but that those mistakes should not cost them their lives.*

-Achieving Vision Zero in Practice,
E. Guseman, M. Manzella, & L. Scofield[1]

What is Vision Zero?

Simply put, it is the vision of zero traffic deaths and serious injuries. The movement has its roots in Sweden, but has been helped re-frame transportation planning and infrastructure investment worldwide since it's development in the 1990s.

The development of a Vision Zero plan has long been a recommendation of the City's adopted plans, included in *Walk Bike Columbia* (2015), the *Walkable 29203 Pedestrian Master Plan* (2017), and the City's comprehensive plan, *Columbia Compass* (2020). The South Carolina Department of Public Safety (SCDPS) also has a strategic highway safety plan that is updated regularly that also dovetails with the goal of reducing crashes across our state's transportation network.

History of Traffic Safety

Even before the advent of motor vehicles, street users have been seriously injured or killed while transiting the right-of-way. In his 2015 paper[2], historian Peter Norton proposed four paradigm shifts in how residents and policy makers have approached traffic safety in the United States. Public outcry tied to the increased danger to vulnerable users from motor vehicles led to the initial **Safety First** approach (1900-1920), where public opinion and resulting policies expected drivers to take responsibility and practice "a higher standard of care." From the 1920s - 1960s, the paradigm shifted to **Control**, and the concept of the "Three Es" was introduced - **e**ngineering, **e**ducation, and **e**nforcement. The desired outcome of each E was to control behaviors - and particular emphasis was given to controlling pedestrian behaviors, such as jaywalking.

As the car culture and access to personal vehicles expanded along with suburbia, the 1960s - 1980s saw a paradigm shift to **Crashworthiness**, which sought technological solutions to the safety issues at hand. The focus honed in on making vehicles safer for those who drive them - but paid little attention to other, more vulnerable users, mainly pedestrians.

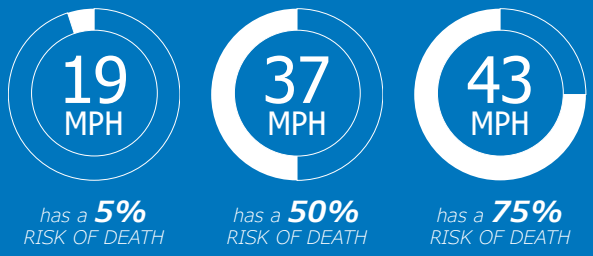
Norton identified a fourth and final paradigm of **Responsibility**, which began in the 1980s and continued as the predominant paradigm through the publication of his work in 2015. Here, individual responsibility was coupled with an expanded focus on education and enforcement.

Tackling Terms

Vulnerable users are those who utilize the right-of-way while not protected by a vehicular exoskeleton. Pedestrians, bicyclists, and transit users must interface within a system generally designed to move vehicular traffic swiftly.

Increasing vehicular speeds may save seconds for drivers, it also vastly heightens the risk of fatality for vulnerable road users when they are hit by a vehicle.

PEDESTRIAN FATALITIES[5]
A pedestrian struck by a vehicle traveling:



This document is a summary of the data and analysis presented in the American Planning Association's Planning Advisory Service Memo No. 18, "Achieving Vision Zero in Practice", written by Elias Guseman, AICP, Michael Manzella, AICP, and Lyndsey Scofield, AICP, PMP.

Vision Zero + The Safe System Approach: A New Paradigm

Roadway fatality numbers can be numbing in their scale, but behind each of the lives lost, there are people - individuals with stories, families, friends, and communities - and that is why, to quote Lorraine Martin, President + CEO of the National Safety Council:

> *"Zero is the only acceptable number of traffic deaths. It's that simple."* [3]

To that end, the USDOT has adopted the Safe System Approach, which shifts the conventional safety approach to both acknowledge human mistakes and vulnerability, and call for the design of a redundant system which protects everyone. The principles of the safe systems approach, which can be seen circling the diagram to the right, are defined as follows[4]:

Death and Serious Injuries are Unacceptable
A Safe System Approach prioritizes the elimination of crashes that result in death and serious injuries.

Humans Make Mistakes
People will inevitably make mistakes and decisions that can lead or contribute to crashes, but the transportation system can be designed and operated to accommodate certain types and levels of human mistakes, and avoid death and serious injuries when a crash occurs.

Humans Are Vulnerable
Human bodies have physical limits for tolerating crash forces before death or serious injury occurs; therefore, it is critical to design and operate a transportation system that is human-centric and accommodates physical human vulnerabilities.

The principles and objectives of the Safe System Approach are summarized in the above USDOT graphic.

Responsibility is Shared
All stakeholders—including government at all levels, industry, non-profit/advocacy, researchers, and the general public—are vital to preventing fatalities and serious injuries on our roadways.

Safety is Proactive
Proactive tools should be used to identify and address safety issues in the transportation system, rather than waiting for crashes to occur and reacting afterwards.

Redundancy is Crucial
Reducing risks requires that all parts of the transportation system be strengthened, so that if one part fails, the other parts still protect people.

Did you know?

Speed limits have been traditionally calculated *after* a roadway is constructed - based on the "85th percentile rule" - the speed that 85% of the people are driving at or under. As described **in this video from the Wall Street Journal**, this rule can cause speed to drive design - triggering the removal of physical infrastructure in streetscapes that can actually encourage slower speeds, such as narrow lanes and tree-lined boulevards. This perpetuates a cycle - where streetscapes are revised in a way that actually triggers drivers to increase speed further, thereby continuing to decrease safety for all users.

The objectives of the Safe System Approach also represent a paradigm shift, bringing together a wider range of stakeholders when addressing roadway safety. While our local efforts may not be able to address the **safer vehicles** component in the same way that federal regulators can, we can certainly address the bulk of these objectives.

By encouraging **safer people**, we aren't just focusing on education and outreach, but also creating the physical conditions that prioritize safety for all users.

Designing for **safer roads** includes creating an environment that helps mitigate for human mistakes, encourages safer behaviors, and protects the most vulnerable users. This goes hand in hand with promoting **safer speeds** through appropriate road design and speed limit setting. The promotion of safer speeds also includes targeted education, outreach campaigns, and enforcement.

By bringing **post crash care** into the safety conversation, there is a commitment to work with emergency services personnel not just on ensuring emergency vehicle access, but also creating a safe working environment for first responders, and preventing secondary crashes through traffic incident management practices.

> *"Zero is the only acceptable number of traffic deaths. It's that simple. The only way to achieve this goal is by working together, as part of the holistic Safe System Approach. Our voice becomes so much stronger when we gather to strategize and implement ways to make our roads safe... we can - and must - continue working together to eliminate roadway deaths.* ***Lives depend on it.***"

-Lorraine Martin,
President and CEO of the National Safety Council,
Chair of the Road to Zero Coalition[10]

The Challenge of Traffic Violence

Traffic fatalities are on the rise, after years of slow but steady decline. In 2021, 42,939 lives were lost on our roadways nationwide - the largest number of fatalities since 2005[6].

Nationally and locally, these losses are born by black and brown people. While nationwide this segment of our population is more likely to rely on walking or public transportation and less likely to have access to a public vehicle, they still suffer disproportionately when the data is aggregated for distance traveled.

- Black and Hispanic men are 2X more likely to be killed while walking (or wheeling) than white men, and 4X more likely to be killed than the general population.[7]
- Black pedestrians were > 2X more likely, for each mile walked, to be struck and killed by a vehicle as white pedestrians.[8]
- Black cyclists were 4.5X more likely per mile to be struck and killed by a vehicle.[9]

What is happening in Columbia to make our streets safer?

City staff, including planners, engineers, CPD, parks and recreation, and public works, continue to work collaboratively together, and with partner agencies and community stakeholders, towards safer streets in Columbia. We are excited to be a recipient of a USDOT Safe Streets and Roads for All Planning Grant!

We've laid some important groundwork in recent years:

- The *Walk Bike Columbia Pedestrian + Bicycle Master Plan* was adopted in 2015 after a robust public planning process, and makes comprehensive recommendations for programs, policies, and projects.
- The *Walkable 29203 Pedestrian Master Plan* (adopted by the City in 2017), led by SCDHEC in collaboration with the City and Richland County, works to address inequities in healthy food access and pedestrian accommodations in the 29203 zip code.

- We've been conducting annual Pedestrian + Bicyclist Counts at targeted locations throughout Columbia with the help of volunteers since 2014. We analyze the data, provide the feedback we receive to relevant departments and agencies, and utilize/share the data and analysis to inform infrastructure planning.
- Transformative + collaborative projects continue to change our streetscape! These include Foundation Square and the Greene Street bridge, extensions of the Vista Greenway (past and planned), improvements to Calhoun Street inclusive of bike facilities and a road diet, the installation of buffered bike lanes along River Drive with SCDOT resurfacing, a whole-scale rebuild of Main Street (Pendleton - Blossom), plans for Assembly Street, extension of the Millwood striping plan with resurfacing, and SCDOT road safety assessments + coming projects along Millwood, Gervais, and Assembly. The Planning & Development Services Fiscal Year Reports are a great way to stay up-to-date on recent projects!
- SCDOT adopted DD28, a complete streets policy directive, in 2021 - supporting the recommendations of adopted local plans (Walk Bike Columbia is included) and the inclusion of multimodal improvements in planned projects.

Safe Streets and Roads For All (SS4A) Grant Program

The SS4A grant awarded to the City of Columbia will help the City develop an action plan. This public planning process will build upon prior efforts, and, when complete, will make infrastructure recommendations included in the plan eligible to apply for SS4A implementation grant funding.

Action planning efforts must contain specific components to meet SS4A standards, including setting an ambitious target for the reduction of roadway fatalities and serious injuries by a certain date, with a goal of getting to Vision Zero.

We're excited to move forward with this public planning process! Make sure to stay in the loop by signing up for our e-newsletters:

- Columbia Compass, which includes updates on planning and implementation efforts related to the City's comprehensive plan
- Walk Bike Columbia, which is a bonus newsletter tied to the Columbia Compass list, includes occassional additional updates specific to multimodal transportation planning and infrastructure in the Midlands

References & Resources

1 Manzella, M., Guseman, E., & Scofield, L. (2023). Achieving Vision Zero in Practice. *Planning Advisory Service Memo*. American Planning Association.
2 Norton, P. (2015). Four Paradigms: Traffic Safety in the Twentieth-Century United States. *Technology and Culture*, 56(2), 319-34.
3 U.S. Department of Transportation. (2023, November 29). Safe Streets and Roads for All (SS4A) Community of Practice Kick-off Meeting Recording.
4 U.S. Department of Transportation. (2025, August 25). *Safe System Approach Flyer.* Retrieved from U.S. Department of Transportation: https://highways.dot.gov/safety/zero-deaths
5 Hussain, Q., Feng, H., Grzebieta, R., Brijs, T., & Oliver, J. (2019, August). The Relationship Between Impact Speed and the Probability of Pedestrian Fatality During a Vehicle-Pedestrian Crash: A Systematic Review and Meta-Analysis. *Accident Analysis & Prevention*(129), 241-49.
6 As referenced in #3, above.
7 Schmitt, A. (2020). *Right of Way, Race, Class, and the Silent Epidemic of Pedestrian Deaths in America*. Island Press.
8 Susaneck, A. (2023, April 26). American Road Deaths Show An Alarming Racial Gap. *New York Times*.
9 Ibid.
10 As referenced in #3, above.
11 Ibid.

"Safe Streets is about providing the highest and best use of a public asset. Much like parks provide a variety of activities, streets should provide a variety of safe transportation options."

-Leslie Meehan,
Deputy Commissioner for Population Health,
Tennessee Department of Health[11]

COLA Planning & Development

Use this QR code to access a digital copy of this document, complete with hyperlinks, or visit bit.ly/ColaSafeStreets

MEMORANDUM:

TO: **Teresa Wilson, City Manager**
Jeff Palen, Assistant City Manager for Development & Finance

FROM: **Justin Steinmann, Director of Planning & Development Services**

DATE: **February 23, 2026**

SUBJECT: **Vision Zero Adoption**

Purpose

Request Council adoption of a Vision Zero Resolution as the formal public commitment required by the U.S. Department of Transportation's Safe Streets & Roads for All (SS4A) program and as the policy foundation for Columbia's Sharing the Road Safety Action Plan. This action is necessary to maintain grant compliance and to position the City competitively for SS4A implementation funding.

Why Adoption Is Essential

- **Grant compliance:** SS4A requires a meaningful public commitment by the jurisdiction's governing body to the eventual goal of zero fatalities and serious injuries with a target date; adopting a Vision Zero resolution is the standard practice to satisfy this requirement.
- **Funding readiness:** The plan and commitment, once adopted by Council, position the City to apply for future competitive SS4A implementation funding.
- **National alignment:** SS4A provides $5 billion (FY2022–FY2026) to support local Vision Zero and Safe System initiatives; Council's resolution formally aligns Columbia with USDOT/FHWA policy and funding priorities.
- **Clear operating paradigm:** The Safety Action Plan process and Vision Zero commitment are grounded in the Safe System Approach—designing roads to anticipate human error and prevent death or serious injury—which benefits all roadway users, particularly vulnerable users.
- **Peer-city precedent:** Many peer cities have adopted Vision Zero, including:
    - Greenville, SC (2024)
    - Charleston, SC (2025)
    - Charlotte, NC (2018/2019)
    - Raleigh, NC (2022)

- Durham, NC
- Greensboro, NC (2019)
- Macon-Bibb County, GA (2020)
- Orlando, FL (2017)

Council & Grant History

Council has already engaged with the SS4A grant process. On June 10, 2025, Council approved the contract with the project consultant. All Council members and administration leadership were invited to participate in a half-day safety summit held on September 17, 2025. Among Council members, only the Mayor attended briefly for the introduction. Several Assistant City Managers were present, including Pam Benjamin, Henry Simons, and Clint Shealy.

Grant expenditures are underway. The first consultant payment has been processed, and a significant amount of staff time has been invested in the project to date. Updated salary and benefits figures are being compiled to document in-kind contributions toward meeting the grant's local match requirement.

Timeline & Deadline

The consultant has indicated that it is standard practice for the Vision Zero resolution to be adopted before draft plan development begins. Resolution approval was initially targeted for November 2025, with plan completion and adoption originally set for June 30, 2026. A grant extension request is currently pending; at most, the extension would provide up to six additional months beyond the consultant's contract end date of June 24, 2026. Prompt Council action on the resolution is essential to keep the project on schedule and maintain compliance with the grant timeline.

Columbia's Safety Challenge (Data Snapshot)

- **Scale of harm:** 34,732 crashes (2019–2023); 7,003 injuries; 99 lives lost; 26 additional fatalities in 2024.
- **Disproportionate impact:** Pedestrian/bicyclist crashes were ~1.5% of total, yet ~43% of fatalities and 21% of serious injuries (2019–2023).
- **Economic cost:** Estimated crash costs exceed $3.2B (2019–2023) and $714M (2024), strengthening the case for proactive, systemic safety investments.

Bottom Line: Council adoption of a Vision Zero resolution is the critical near-term step that ensures SS4A compliance and sets a clear, accountable mandate to save lives on Columbia's streets.

Meeting Date: **June 9, 2026**

Department: **Legal**

From: **Clint Shealy, Assistant City Manager**

Resolution No.: R-2026-042 - Authorizing acceptance and dedication of streets known as a portion of Ashcroft Circle, located in Ashcroft, Phase 3; Richland County TMS#25710-04-01 and a portion of Durwin Way, located in Ashcroft, Phase 4; Richland County TMS#25714-02-01; CF#352-49B

Background Summary:

Attachments:

1. Memo__Council Agenda Item__streets in Ashcroft Ph 3 and 4
2. R-2026-042 - streets in Ashcroft Ph 3 and Ph 4

CITY OF COLUMBIA
DEPARTMENT OF ENGINEERING

INTER-OFFICE MEMORANDUM

TO: Erika Hammond, City Clerk

FROM: Gale Nash, Engineering Real Estate Manager

SUBJECT: **COUNCIL AGENDA ITEM – Resolution No. R-2026-042**
Authorizing acceptance and dedication of streets known as a portion of Ashcroft Circle, located in Ashcroft, Phase 3; Richland County TMS#25710-04-01 and street known as a portion of Durwin Way, located in Ashcroft, Phase 4; Richland County TMS#25714-02-01; CF#352-49

DATE: May 8, 2026 INITIALS: *gbn*

The subject streets were approved for acceptance as part of the development project.

The subject streets have been inspected by the Street Division and are in compliance with the City's regulations.

Thank you for your assistance with this matter.

GN

RESOLUTION NO.: R-2026-042

Authorizing acceptance and dedication of streets known as a portion of Ashcroft Circle, located in Ashcroft, Phase 3; Richland County TMS#25710-04-01 and a portion of Durwin Way, located in Ashcroft, Phase 4; Richland County TMS#25714-02-01; CF#352-49B

WHEREAS, the above-referenced streets are located in the City limits of Columbia in the subdivision known as Ashcroft, Phases 3 and 4. The approval of the development plans for Ashcroft, Phases 3 and 4 included dedication of the streets to the City of Columbia; and,

WHEREAS, the Street Division has inspected the streets on the said property and found that they were constructed in compliance with the City's ordinances and regulations and recommends approval for acceptance; 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 of Columbia accepts dedication of the aforesaid streets known as a portion of Ashcroft Circle, located in Ashcroft, Phase 3 and a portion of Durwin Way, located in Ashcroft, Phase 4.

Ashcroft, Phases 3 and 4 subdivisions are located in District 4 on the northwestern side of Clif Kinder Road and was annexed into the City limits on October 1, 2019 and June 4, 2019. The said streets are located as shown on final plat of Ashcroft, Phase 3, dated March 22, 2021, last revised April 6, 2026 and final plat of Ashcroft, Phase 4, dated May 3, 2021, last revised April 6, 2026 and to be recorded in the Office of the Register of Deeds for Richland County. Also being on file in the office of the Department of Engineering under City File #352-49B. A copy of said final plat being attached hereto and made a part hereof as Exhibit "A".

Requested by:

Clint Shealy, Assistant City Manager

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Exhibit "A"
Ashcroft, Phase 3; CF#352-49B

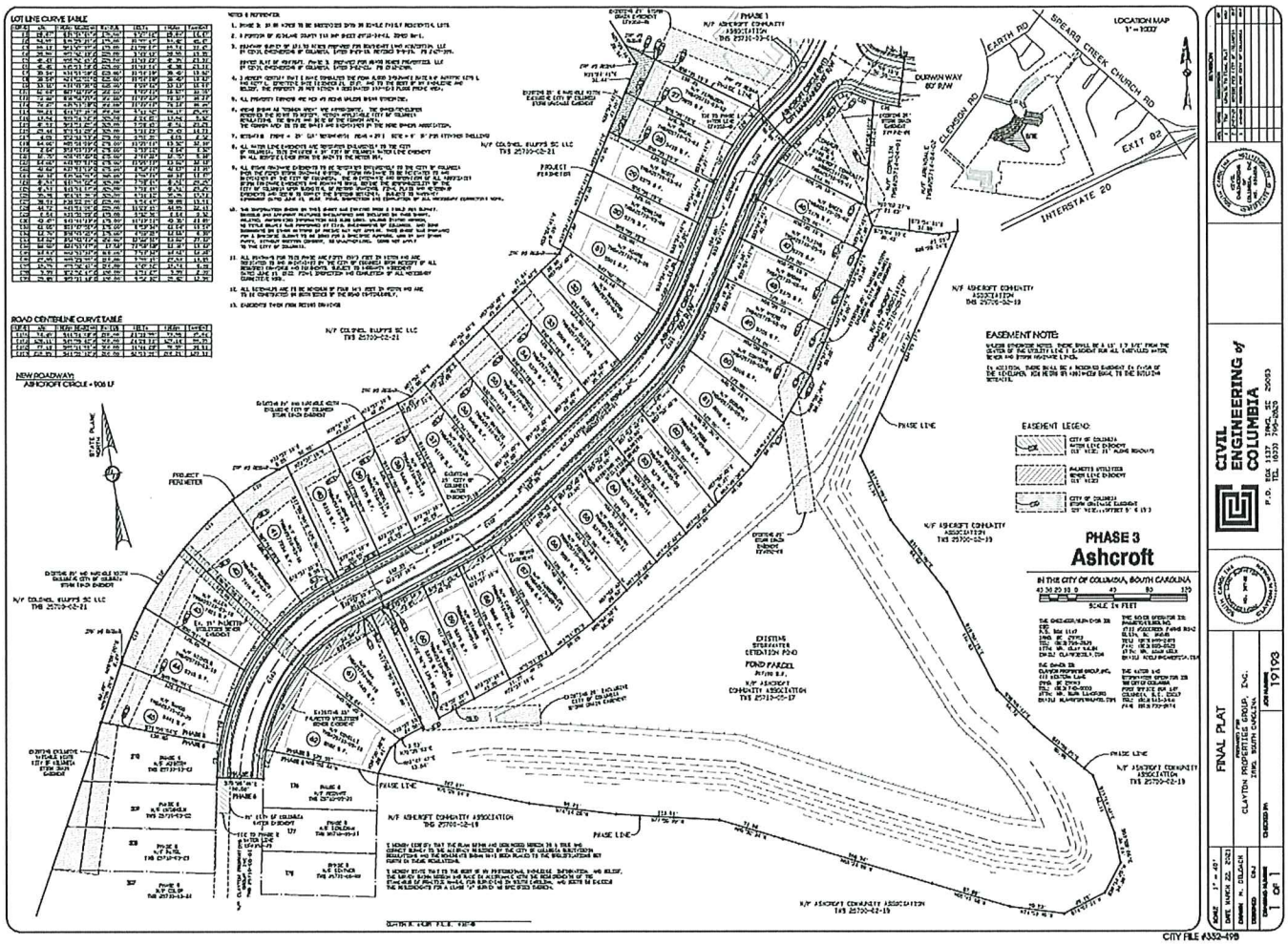
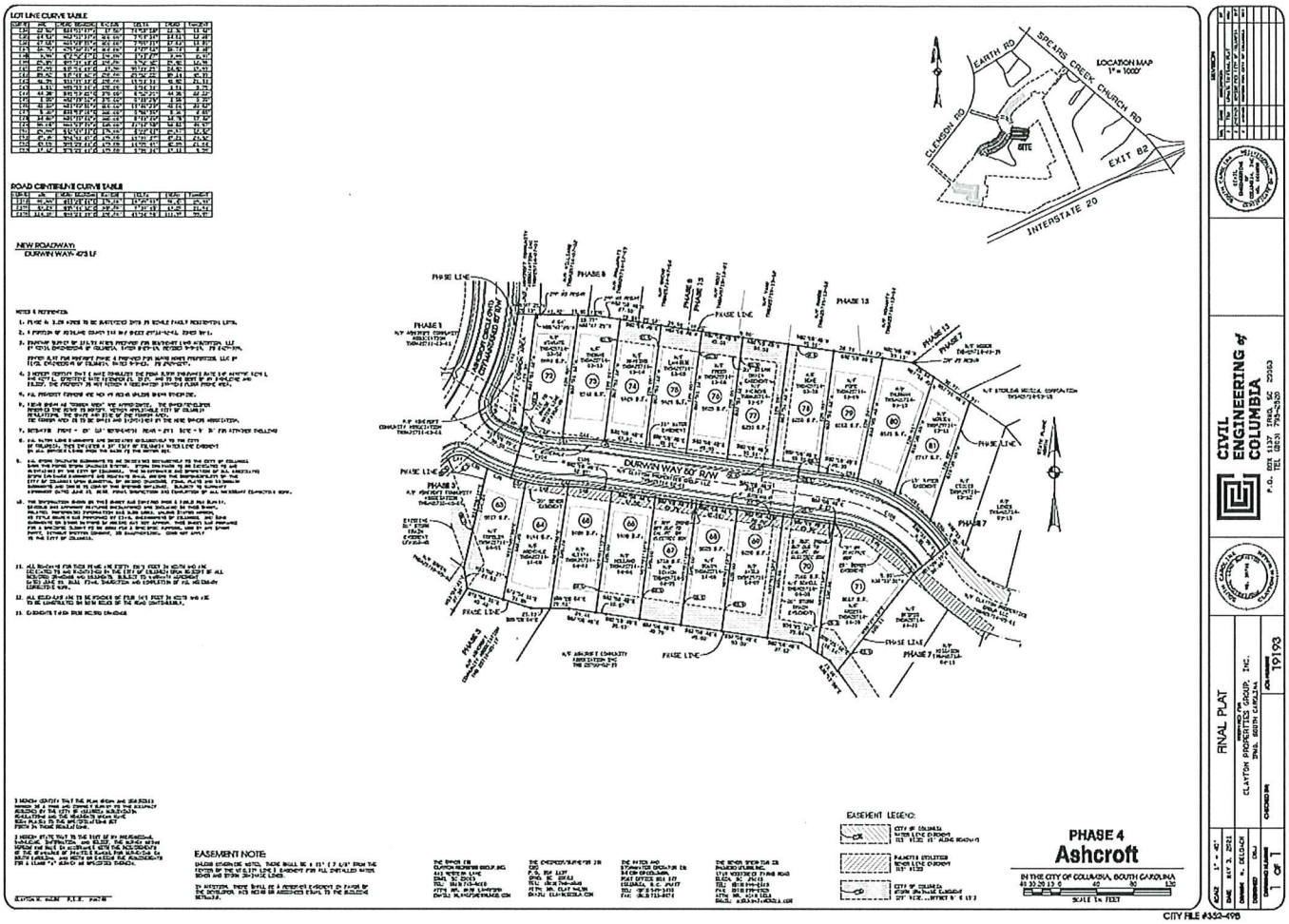


Exhibit "A"
Ashcroft, Phase 4; CF#352-49B



Meeting Date: **June 9, 2026**

Department: **Legal**

From: **Skip Holbrook, Police Chief**

Resolution No.: R-2026-040 - Authorizing consumption of beer, wine, and liquor at Pride in the Park at Maxcy Gregg Park, 1806 Blossom Street on Saturday, June 27, 2026

Background Summary:

Attachments:

1. R-2026-040 - Pride in the Park (June 27)

RESOLUTION NO.: R-2026-040

Authorizing consumption of beer, wine, and liquor at Pride in the Park at Maxcy Gregg Park, 1806 Blossom Street on Saturday, June 27, 2026

WHEREAS, South Carolina Black Pride, Inc. ("Sponsor") is sponsoring Pride in the Park on Saturday, June 27, 2026 at Maxcy Gregg Park, 1806 Blossom Street; and,

WHEREAS, Sponsor has requested permission for the temporary use from 9:00 a.m. until 9:00 p.m. of Maxcy Gregg Park, 1806 Blossom Street for set up, clean up, and staging of the event to be held on Saturday, June 27, 2026 from 3:00 p.m. until 8:30 p.m.; for patrons to consume liquor, beer, and wine beverages at the event during the hours of 3:00 p.m. until 8:00 p.m.; and for crowd control and overflow; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited at Maxcy Gregg Park, 1806 Blossom 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 27, 2026, from 3:00 p.m. until 8:30 p.m. *See* Resolution No. 2021-099 (Sept. 7, 2021).

2. Organizer shall establish a boundary line around the event space at Maxcy Gregg Park, 1806 Blossom 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.

LEGAL DEPARTMENT DRAFT

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 3:00 p.m. until 8:30 p.m. on Saturday, June 27, 2026.

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 3:00 p.m. and 8:00 p.m. on Saturday, June 27, 2026; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

LEGAL DEPARTMENT DRAFT

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and 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 Maxcy Gregg Park, 1806 Blossom Street serves 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 at Maxcy Gregg Park, 1806 Blossom 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.

LEGAL DEPARTMENT DRAFT

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.

Requested by:

William Holbrook, Police Chief

Approved by:

Mayor

City Manager

Approved as to form:

ATTEST:

Deputy City Attorney

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Meeting Date: **June 9, 2026**

Department: **City Clerk's Office**

From: **Erika Hammond, City Clerk**

Council is asked to refer an update from Eau Claire Cooperative Health to the Health, Social and Environmental Affairs Committee, as requested by the Honorable Sam P. Johnson.

Background Summary:

Attachments:
None

Meeting Date: **June 9, 2026**

Department: **City Clerk's Office**

From: **Clint Shealy, Assistant City Manager**

Council is asked to refer an update on the City of Columbia Energy Savings Projects to the Health, Social and Environmental Affairs Committee, as requested by City Administration.

Background Summary:

Attachments:
None

Meeting Date: **June 9, 2026**

Department: **City Clerk's Office**

From: **Erika Hammond, City Clerk**

Council is asked to refer an update on the work ABLE SC is doing to support individuals with disabilities across our community to the Health, Social and Environmental Affairs Committee, as requested by the Honorable Sam P. Johnson.

Background Summary:

Attachments:
None