



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MAY 6, 2025

The Columbia City Council will conduct a Regular Meeting on Tuesday, May 6, 2025 at 4:00 p.m. at City Hall (Council Chambers), 1737 Main Street, Third Floor, Columbia, SC 29201. Members of the public may view the meeting online at www.columbiasc.gov. Please contact the City Clerk's Office at (803)545-3045 or cityclerk@columbiasc.gov if you have questions regarding this meeting.

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF AGENDA

PUBLIC INPUT

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

APPROVAL OF MINUTES

1. Council is asked to approve the April 15, 2025 Budget Workshop Minutes and April 15, 2025 Regular Meeting Minutes.

PRESENTATIONS

2. Mayor's Campaign Against Breast Cancer Check Presentation to Prisma Health Midlands Foundation - The Honorable Daniel J. Rickenmann, Mayor
3. Asian American and Pacific Islander Month Proclamation - The Honorable Aditi Bussells
4. Drinking Water Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MAY 6, 2025

5. National Historic Preservation Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor and the 2025 Mabel Payne Historic Preservation Award - Ms. Amy Moore, Principal Planner / Planning and Development Services Department
6. National Bike Month and Bicycle Safety Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor

CONSENT AGENDA ITEMS 7 THROUGH 21

7. Council is asked to approve the Renewal of Polaris (formerly AvailWeb) Warranty and Software, as requested by the Columbia Police Department on April 1, 2025. Award to Utility Associates, Inc., using the SC State Contract in the amount of \$88,063.00. The term of the contract is from April 1, 2025 to March 31, 2026. This vendor is located in Decatur, GA.

Funding Source: Police Administrative Services - Cloud Based Software Solutions (1012402-632170). The original budget amount is \$88,063.00.

8. Council is asked to approve the Renewal of Trend Micro Security Products, as requested by the Information Technology Department on April 15, 2025. Award to SHI International Corporation using the OMNIA Partners Cooperative Agreement in the amount of \$100,065.00. This vendor is located in Piscataway, NJ.

Funding Source: Information Technology - Maintenance and Service Contract (1011120-638200). The original budget amount is \$100,065.00.

9. Council is asked to approve the Annual Renewal of Finance Enterprise Software Subscription and Maintenance, as requested by the Budget, Program Management and Grants Office on April 4, 2025. Award to CentralSquare Technologies, LLC, in an amount not to exceed \$267,907.50. The term of the contract is from May 31, 2025 to May 30, 2026. This firm is located in Lake Mary, FL.

Funding Source: Program Management Office - Cloud Based Software Solutions (6218950-632170). The original budget amount is \$267,907.50.

10. Council is asked to approve the Purchase of Vehicles and Equipment for Columbia Water, as requested by the Fleet Services Division. Award to the following vendors using the SC State Contract in the amount of \$193,127.50.



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, MAY 6, 2025**

Item	Vendor	Vehicles/Heavy Equipment	Procurement Method	Amount
a.	Love Chevrolet Columbia, SC	Two (2) 2025 Chevrolet Silverado Regular Cab Pickup 2WD Trucks for the Water Division, as requested on April 2, 2025.	SC State Contract #4400036883	\$109,195.00
<i>Funding Source: Utilities Water Distribution and Maintenance - Auto, Trucks, Heavy Equipment-Capital (5516203-658500). The original budget amount is \$109,195.00.</i>				
b.	Blanchard Machinery Company West Columbia, SC	One (1) Mini Cat Excavator for the Water Division, as requested on April 2, 2025.	SC State Contract #4400031291	\$83,932.50
<i>Funding Source: Utilities Water Distribution and Maintenance - Auto, Trucks, Heavy Equipment-Capital (5516203-658500). The original budget amount is \$83,932.50.</i>				
Total				\$193,127.50

11. Council is asked to approve the Purchase of Vehicle Equipment and Accessories for recently purchased Tahoes for the Columbia Police Department, as requested by the Fleet Services Division. Award to the following vendors using the SC State Contract in the amount of \$215,702.43.

Item	Vendor	Description	Procurement Method	Amount
a.	TD Synnex Corporation Greenville, SC	Installation of new Getac Laptop and Havis dock equipment, as requested by the Columbia Police Department on March 28, 2025.	SC Contract #4400031905	\$84,841.68
<i>Funding Source: Capital Replacement- Auto, Trucks, Heavy Equipment-Capital (6308972-658600). The original budget amount is \$84,841.68.</i>				
b.	Motorola Solutions Chicago, IL	Installation of new Enhanced radios, as requested by the Columbia Police Department on April 2, 2025.	SC Contract #4400021163	\$130,860.75
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$130,860.75.</i>				
Total Amount:				\$215,702.43



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MAY 6, 2025

12. Council is asked to approve a new Construction Contract for Roof Replacement at Animal Services, as requested by the Support Services Division on February 28, 2025. Award to Roofing Professionals, LLC, in an amount not to exceed \$71,250.00, which includes the base bid of \$62,150.00 and Bid Alternate #1 of \$9,100.00. The contract will take effect upon issuance of the Notice to Proceed with an end date sixty (60) days from commencement. This firm is located in Lexington, SC.

Funding Source: General Support Services - Buildings and Fixed Equipment (1011201-659300). The original budget amount is \$71,250.00.

Roofing Professionals, LLC is the prime contractor and will provide roofing repair services at 62.55% (\$44,567.00) of the total contract amount.

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

ABC Supply Company, located in Columbia, SC, will provide low slope roofing materials at 33.73% (\$24,033.00) of the total contract amount.

Equipment Share, located in Columbia, SC, will provide hoisting and lifting equipment at 3.51% (\$2,500.00) of the total contract amount.

Barnhills Services, located in Columbia, SC, will provide Port-a-John services at 0.21% (\$150.00) of the total contract amount.

13. Council is asked to approve a Memorandum of Agreement for Utility Relocation: Arcadia Lakes Drive East Bridge over Cary's Lake Dam, as requested by Columbia Water. Award to SCDOT in the amount of \$92,671.48.

Funding Source: Water Capital Projects - Utility Conflicts (5529999-WM335522-658650). The original budget amount is \$92,671.48.

14. Council is asked to approve a new Contract for Hurricane Helene Debris Grinding Services, as requested by the Solid Waste Division on March 10, 2025. Award to L-J, Inc. in an amount not to exceed \$184,841.29. The initial term of the contract will take effect upon issuance of Notice to Proceed with an end date approximately 45 days from commencement. This vendor is located in Cayce, SC.

Funding Source: Solid Waste Storm Debris - Special Projects (2534402-638500). The original budget amount is \$184,841.29.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MAY 6, 2025

15. Council is asked to approve Contract Change Order#1 for Project SS7565; Lower Kinley Creek Sewer Improvements, as requested by Columbia Water on April 14, 2025. Award to McClam and Associates, Inc., in an amount not to exceed \$1,006,747.50. The current term of the contract ends on May 14, 2026 and this change order extends the contract to September 21, 2026. This firm is located in Little Mountain, SC.

Funding Source: Water and Sewer Capital Projects - Lower Kinley Creek Sewer Improvements - Capital Projects Costs (5529999-SS756501-658650). The current budget amount is \$11,795,072.30. The budget amount for this change order is \$1,006,747.50. The revised budget amount is \$12,801,819.80.

The prime contractor, McClam & Associates, will provide additional services for rock removal and subcontractor coordination at 33.95% (\$341,747.50) of the amendment amount.

The following subcontractor/supplier will provide additional services/supplies:

Horizontal Unlimited located in Westminster, SC, will be providing rock bores at 66.05% (\$665,000.00) of the amendment amount.

16. Ordinance No.: 2025-026 - Approval for Granting an Easement to Dominion Energy South Carolina, Inc. along a Portion of City-Owned Property Located at 4013 W. Beltline Boulevard and identified as Richland County TMS#11610-05-26 for Relocation and Installation of Electric Lines for the Storage Canopy Addition Project; CIP Project #SS7528; CF#250-661

First reading approval was given on April 15, 2025.

17. Ordinance No.: 2025-027 - Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and Southeastern Technology Centers, LLC for the sale of 2221 Devine Street, Richland County TMS #11312-02-03

First reading approval was given on April 15, 2025.

18. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 201 Stoneridge Drive, 0.23 acre N/S Stoneridge Drive, 0.25 acre E/S Timothy Drive, 0.24 acre Jacob Road, 0.24 acre E/S Timothy Drive, and 365 Jacob Road, TMS# 07212-02-05, 07212-02-07, 07212-02-01, 07212-02-02, 07309-04-01, and 07309-04-02



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MAY 6, 2025

Ordinance No.: 2025-022 - Annexing 201 Stoneridge Drive, 0.23 acre N/S Stoneridge Drive, 0.25 acre E/S Timothy Drive, 0.24 acre Jacob Road, 0.24 acre E/S Timothy Drive, and 365 Jacob Road, Richland County TMS # 07212-02-05, 07212-02-07, 07212-02-01, 07212-02-02, 07309-04-01, and 07309-04-02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Proposal: Request to annex the property, assign the land use classifications of Community Activity Corridor (AC-2) and Urban Edge Mixed Residential (UEMR), and assign zoning of Employment Campus District (EC) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and Mixed Use Corridor, and zoned Institutional (INS) and Residential 3 (R3) by Richland County.

Council District: 2

Applicant: Reg & D, LLC and URA's, LLC

Staff Recommendation: Approval

PC Recommendation: 03/13/2025; Approval (8-0)

First reading approval was given on April 15, 2025.

19. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 702 Dixie Avenue (portion), TMS# 09309-06-02 (portion)

Ordinance No.: 2025-023 - Annexing 702 Dixie Avenue (portion), TMS# 09309-06-02 (portion) into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Proposal: Request to annex the property, assign the land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of Residential Mixed District (RM-1) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential 4 (R4) by Richland County.

Council District: 1

Applicant: Tracy Sweatt, Bridgette Phillips, and Marcella McCoy

Staff Recommendation: Approval

PC Recommendation: 03/13/2025; Approval (8-0)

First reading approval was given on April 15, 2025.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MAY 6, 2025

20. ZONING MAP AMENDMENT for 1222 and 1230 House Street, 2502 and 2506 Youman Street, and 1225 McDuffie Avenue, TMS# 11411-10-13, 11411-10-14, 11411-10-01, 11411-10-02, and 11411-10-03

Ordinance No.: 2025-020 - Amending the Official Zoning Map to modify the zoning for 1222 and 1230 House Street, 2502 and 2506 Youman Street, and 1225 McDuffie Avenue, TMS#s 11411-10-13, 11411-10-14, 11411-10-01, 11411-10-02, and 11411-10-03

Proposal: Request to rezone the property from Residential Single Family – Small Lot District (RSF-3) to Residential Mixed District (RM-2).

Council District: 2

Applicant: Anthony A. Dicks, Friendship Development Corp

Staff Recommendation: Approval of rezoning of the 3 western parcels: 1222, 1230 House Street and 2502 Youman Street to Residential Mixed District (RM-2).

Denial of rezoning of the 2 eastern parcels: 1225 McDuffie Avenue and 2506 Youman Street.

See Case Summary for details.

PC Recommendation: 03/13/2025; Approve all five parcels (8-0)

First reading approval was given on April 15, 2025.

21. ZONING MAP AMENDMENT AND TEXT AMENDMENT for 1500A Main Street (the Seth Thomas Clock), right-of-way adjacent to 1500 Main Street, TMS# 09014-09-16

Ordinance No.: 2025-024 - Amending the Official Zoning Map to modify the zoning for 1500A Main Street (right-of-way adjacent to 1500 Main Street), Richland County and amending the Unified Development Ordinance of the City of Columbia, South Carolina, Appendix A: Type 1 Landmarks

Proposal: Request to rezone the property from City Center Design Overlay District (OV-CC) to City Center Design Overlay District (OV-CC), Historic Preservation Overlay District (OV-HP, Individual Landmark, Type 1) and amend the Unified Development Ordinance, Chapter 17, Appendix A: Type 1 Landmarks to establish the property as a City of Columbia Landmark.

Council District: 2

Applicant: Richard Burts, owner



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MAY 6, 2025

Staff Recommendation: Approval

PC Recommendation: 03/13/2025; Approve (8-0)

D/DRC Recommendation: 08/15/2024; Recommended Approval

First reading approval was given on April 15, 2025.

CONSIDERATION OF BIDS, CONTRACTS AND CHANGE ORDERS

22. Council is asked to approve American Institute of Architects (AIA) Guaranteed Maximum Price Amendment #1 for Project CP901201; a Construction Manager At-Risk (CMAR) Project for the City of Columbia Public Safety Complex at 400 Laurel Street, as requested by General Services on April 3, 2025. Award to Reeves Young, LLC, in an amount not to exceed \$4,427,739.00. This firm is located in Buford, GA.

Funding Source: General Capital Projects - 400 Laurel Street - Professional Services (4039999-CP901201-636600). The current budget amount is \$15,660.00. The budget amount of this amendment is \$4,427,739.00. The total revised budget amount is \$4,443,399.00.

ORDINANCES - FIRST READING

23. Ordinance No.: 2025-040 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (604 Huger, LLC/617 Devine Street Associates, LLC, Richland County TMS #R08915-13-03)

RESOLUTIONS

24. Resolution No.: R-2025-018 - Approval for Acquisition of 0.03 acre (1,511.97 Sq. Ft.) portion of 2409 Santee Avenue and identified as Richland County TMS#11409-07-27; CIP Project #SD8438; CF#250-596

OTHER MATTERS

25. Council is asked to approve an allocation of \$30,000.00 to SC Black Pages USA for the 28th Annual Black Expo.

Funding Source: Fiscal Year 2024/2025 Hospitality Tax Fund

26. Council is asked to approve an allocation of \$25,000.00 to the Soda City Football Club for the FC Women's Program.

Funding Source: Fiscal Year 2024/2025 Hospitality Tax Fund



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MAY 6, 2025

CITY COUNCIL COMMITTEE REPORTS, REFERRALS, AND NEW BUSINESS

PUBLIC INPUT

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

EXECUTIVE SESSION

27. Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S.C. Code §30-4-70(a)(2)
 - *Marvin Haygood vs. Marvin Bookert and City of Columbia*
28. Discussion of matters relating to the proposed location, expansion, or provision of services encouraging location or expansion of industries or other businesses in the area served by the public body pursuant to S.C. Code §30-4-70(a)(5)
 - *Project Catalyst*
 - *Project Sparrow*
 - *Project Huger*

ADJOURNMENT



MEETING DATE: May 6, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the April 15, 2025
Budget Workshop Minutes and April 15, 2025
Regular Meeting Minutes.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** MN_04152025_BWS (DOCX)
- **#b:** MN_041525 (DOCX)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, APRIL 15, 2025

CALL TO ORDER

The Columbia City Council conducted a Budget Workshop on Tuesday, April 15, 2025 at City Hall (Mayor's Conference Room), 1737 Main Street, Second Floor, Columbia, South Carolina 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 1:08 p.m. and the following City Council members were present: The Honorable Edward H. McDowell, Jr., The Honorable Will Brennan, Mayor Pro-Tem, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, The Honorable Peter M. Brown, and The Honorable Tyler D. Bailey. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

CITY COUNCIL DISCUSSION

1. Fiscal Year 2025/2026 Budget Overview and Special Revenues - Ms. Missy Caughman, CPM, MPA, Assistant City Manager / Strategic Initiatives & Innovation

Ms. Missy Caughman, CPM, MPA, Assistant City Manager / Strategic Initiatives & Innovation presented an overview of the current budget and special revenues, including hospitality and accommodations taxes, tourism and development fees, and the liquor rebate. She noted stable but flattening growth in hospitality tax revenues and requested City Council guidance on committee allocations ahead of upcoming meetings. She also outlined the hospitality tax grant program and noted that accommodations tax revenues are remitted quarterly by the state.

There was discussion about carry forwards; input on marketing and metrics for tourism groups; the 5% increase for line item agencies; restrooms for the downtown area; Accommodations Tax Advisory Committee application; tourism development fee being used for beautification projects; comparative data within collected hospitality taxes; and a potential grant program for neighborhood association events.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, APRIL 15, 2025

2. Marketing & Communications Update - Mr. Justin Stevens, Acting Director / Public Relations, Media and Marketing Department and Mr. Bryant Lambert, SVP, Client Relations / Crawford Strategies

Mr. Justin Stevens, Acting Director of the Public Relations, Media, and Marketing Department provided an update on the department's recent growth and reorganization. He noted strong collaboration across city departments as the new branding continues to be embraced. After operating with six full-time team members, the department has expanded by adding three new team members and is now realigning responsibilities to better match individual strengths. He introduced the current team, which includes Brianna Childs, Meghan Thomas, Kristin Holzer, Erica Claycomb, Madison Rivers, Elizabeth East (Belcher), Julia Celio, Chazz Nevils, and Veronica Walker.

Mr. Bryant Lambert, SVP at Crawford Strategies reviewed progress in city branding and communications, highlighting 115+ social media posts, 100+ creative projects, and various partnerships. He noted 70+ media pitches, growing social media engagement, and a website audit recommending improved search engine optimization (SEO).

There was discussion about Tik Tok; implementing regular audits; defaulting to all white on Vista planter mockups; rotating picture backdrops on Main Street and on trails; budgeting for marketing ideas; Office of Business Opportunities having their own site for engagement/social media; assigning staff to maintain site content and functionality; tagging Council members in content to expand the reach; presence in local media; and development of a 12-24 month public relations roadmap.

There was a recess from 2:55-3:08.

3. Columbia Water Update - Mr. Clint Shealy, P.E., Assistant City Manager / Columbia Water

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water, shared updates on regulatory compliance, supporting Council and City Manager's growth initiatives, improvements in customer service, and capital project execution. He noted reduced work order backlogs, use of trenchless technology, and contractor oversight. All Consent Decree deliverables were submitted, with EPA-approved amendments. Key projects include \$1 million in electrical upgrades and \$610 million in infrastructure investments. Despite inflation and delays, the department remains financially strong while adjusting plans and aligning with future growth.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, APRIL 15, 2025

There was discussion about the amount of acceptable backlog per month; specifying which projects are requesting extension; and linking water usage projections to economic development .

EXECUTIVE SESSION

Upon a motion made by Mr. Brennan and seconded by Ms. Herbert, Council voted unanimously to enter into Executive Session at 3:40 p.m. for the discussion of **Items 4 and 5**.

4. Discussion of negotiations incident to proposed contractual arrangements pursuant to S.C. Code §30-4-70(a)(2)
 - *Resilient Water Supply Project*
5. Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S.C. Code §30-4-70(a)(2)
 - *Henrietta Wilson v. City of Columbia*
 - *Victoria Claypoole v. City of Columbia and SCDOT*
 - *Ashley Brown v. City of Columbia*

ADJOURNMENT

The meeting was adjourned at 4:00 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



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PLEDGE OF ALLEGIANCE

INVOCATION

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

ADOPTION OF AGENDA

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

PUBLIC INPUT

No one appeared at this time.

APPROVAL OF MINUTES

1. Council is asked to approve the April 1, 2025 Regular Meeting Minutes.

Upon a motion made by Mr. Brennan and seconded by Mr. Bailey, Council voted unanimously to approve the April 1, 2025 Regular Meeting Minutes.

PRESENTATIONS

2. National Small Business Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, APRIL 15, 2025

Ms. Ayesha Driggers, Director of the Office of Business Opportunities shared the upcoming activities for Small Business Week:

- Kickoff Press Conference on May 5, 2025
- Columbia Chamber of Commerce Gather and Grow on May 7, 2025
- 12th Annual Small Business Week Conference on May 9, 2025

Mayor Rickenmann and members of City Council proclaimed May 4 – May 10, 2025 as National Small Business Week in the City of Columbia.

Ms. Susan McPherson, Columbia Chamber of Commerce expressed her gratitude for the collaboration with the Office of Business Opportunities, noting their dedication, support, and commitment to small business development.

Mayor Rickenmann recognized the visiting class of State and Local Politics, taught by Dr. Cynthia Joseph at Benedict College.

Ms. Teresa Wilson, City Manager noted that Dr. Joseph is currently collaborating with the City's administrative staff to engage students in the internship program with the City of Columbia.

CONSENT AGENDA ITEMS 3 THROUGH 13

Upon a single motion made by Mr. Brennan and seconded by Mr. McDowell, Council voted unanimously to approve **Consent Agenda Items 3** through **13**.

3. Council is asked to approve additional funding to Modernize and Replace Equipment for Two (2) Elevators at the Lady Street Parking Garage, as requested by the Support Services Division on March 27, 2025. Award to Otis Elevator using the OMNIA Partners Cooperative Agreement in the amount of \$127,501.25. This vendor is located in West Columbia, SC. – *Approved*

Funding Source: Parking Improvement Project Control - Elevator Modernization - Capital Project Costs (5329999-PG210002-658650). The current budget amount is \$847,551.60. The additional funding request is \$127,501.25. The revised budget amount is \$975,052.85.

4. Council is asked to approve the Purchase of Capital Replacement Vehicles for the Columbia Police Department, as requested by the Fleet Services Division. Award to the following vendors using SC State Contracts in the total amount of \$2,075,931.64. – *Approved*



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, APRIL 15, 2025

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$2,075,931.64.

Item	Vendor	Vehicles	Procurement Method	Amount
a.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	2025 Jeep Wrangler 4wd Sport, for the Recruiting Division, as requested on March 6, 2025	SC State Contract #4400035155	\$44,833.76
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$44,833.76.</i>				
b.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	Fifteen (15) 2025 Nissan Altima FWD S, for the Investigation, Division, as requested on March 6, 2025	SC State Contract #4400035155	\$380,025.90
<i>Funding Source: Capital Replacement. - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$380,025.90.</i>				
c.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	2025 Ford Escape FWD Active, for the Property and Evidence Division, as requested on March 6, 2025	SC State Contract #4400035155	\$26,467.14
<i>Funding Source: Capital Replacement. - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$26,467.14.</i>				
d.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	Twelve (12) 2025 Ford F-150 Regular Cab, for the Code Enforcement Division, as requested on March 6, 2025	SC State Contract #4400035155	\$465,399.12
<i>Funding Source: Capital Replacement. - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$465,399.12.</i>				



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, APRIL 15, 2025**

e.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	2025 Ford F-150 Super Crew Cab, for the Code Enforcement Division, as requested on March 6, 2025	SC State Contract #4400035155	\$47,817.56
<i>Funding Source: Capital Replacement. - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$47,817.56.</i>				
f.	Love Chevrolet Columbia, SC	Sixteen (16) Chevrolet Tahoe's for the Columbia Police Department, as requested on March 6, 2025	SC State Contract #4400036883	\$1,111,388.16
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$1,111,388.16.</i>				
Total				\$2,075,931.64

5. Council is asked to approve the Installation of New Vehicle Lighting and Up Fitting for Sixteen (16) Chevrolet Tahoes for the Columbia Police Department, as requested by the Fleet Services Division on March 11, 2025. Award to West Chatham Warning Devices, Inc., using the SC State Contract in the amount of \$112,190.90. This vendor is located in Lexington, SC. – *Approved*

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$112,190.90.

6. Council is asked to approve the Purchase of Security Cameras and Accessories for the Finlay Park Revitalization Project, as requested by the Parks and Recreation Department. Award to multiple vendors in the total amount of \$201,311.12. – *Approved*



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, APRIL 15, 2025**

Item	Vendor	Description	Procurement Method	Amount
a.	MD Technologies, LLC Columbia, SC	Installation of new camera/data network at Finlay Park, as requested by the Parks and Recreation Department on March 18, 2025.	RFP017-20-21	\$61,475.60
<i>Funding Source: Finlay Park Management- Computer/Electrical Equipment-Capital (1015112-658600). The original budget amount is \$61,475.60.</i>				
b.	Schneider Electric Buildings Carrollton, TX	Cameras and Associated Components for Finlay Park, as requested by the Parks and Recreation Department on March 21, 2025.	Omnia Contract #R220703	\$89,629.20
<i>Funding Source: Finlay Park Management - Computer Equipment/Hardware (1015112-627500). The original budget amount is \$89,629.20.</i>				
c.	SHI International Corporation Piscataway, NJ	Cisco 9300L Switches for Finlay Park, as requested by the Parks and Recreation Department on March 17, 2025.	SC Contract #4400032484	\$50,206.32
<i>Funding Source: Finlay Park Management- Computer/Electrical Equipment-Capital (1015112- 658600) \$36,920.75 Finley Park Management- Computer Equipment/Hardware (1015112-627500) \$13,285.57. The original budget amount is \$50,206.32.</i>				
Total Amount:				\$201,311.12

7. Council is asked to approve funding for Video Security Camera Services, as requested by the Columbia Police Department on March 31, 2025. Award to Motorola Solutions, Inc., in the amount of \$1,542,302.00 for year three (3) of the five (5) year initial term. This vendor is located in Lexington, SC. - *Approved*

Funding Source: Police Administrative Services - Computer Electrical/Equipment - Capital (1012402-658600). The original budget amount is \$1,542,302.00 for year three.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, APRIL 15, 2025

8. Council is asked to approve Contract Amendment #5 for Project SS7572; Sanitary Sewer Main Relocation and Rehabilitation at Multiple Locations, as requested by Columbia Water on March 19, 2025. Award to Weston and Sampson Engineers, Inc., in an amount not to exceed \$149,955.00. The current term of the contract ends on December 31, 2025 and this amendment extends the contract to December 31, 2026. This firm is located in Columbia, SC. – *Approved*

Funding Source: Water and Sewer Capital Projects - Capital Project Costs (5529999-SS757201-658650). The current budgeted amount is \$127,559.34. The budget amount for this amendment is \$149,955.00. The total revised budget amount is \$277,514.34.

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 77.45% (\$116,145.00) 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 20.98% (\$31,460.00) of the amendment amount.

GEL Engineering, LLC, located in Charleston, SC, will provide surveying services at 1.57% (\$2,350.00) of the amendment amount.

9. Council is asked to approve Contract Amendment #1 to purchase additional Advanced Metering Infrastructure Meters, Fire Service Assembly Meters, Registers, Endpoints and Endpoint Guard Kits, as requested by Columbia Water on February 25, 2025. Award to Badger Meter, Inc., in an amount not to exceed \$185,694.98. The current term of the contract ends on June 30, 2025. This firm is located in Milwaukee, WI. – *Approved*

Funding Source: Utilities Water Distribution and Maintenance - Meters, Parts, and Supplies (5516203-625600). The current budget amount is \$1,169,251.19. The budget amount for this amendment is \$185,694.98. The total revised budget amount is \$1,354,946.17.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, APRIL 15, 2025

10. Council is asked to approve a new Construction Contract for Kilbourne Road Resurfacing Project, as requested by the Public Works Department on February 14, 2025. Award to Armstrong Contractors, LLC, in an amount not to exceed \$373,908.72, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date thirty (30) days from commencement. This firm is located in Columbia, SC. – *Approved*

Funding Source: Street Resurfacing Capital Project - Kilbourne Road Resurfacing - Capital Project Costs (4079999-SR915401-658650). The original budget amount is \$373,908.72.

Armstrong Contractors, LLC is the prime contractor and will provide paving/concrete services at 82.00% (\$255,515.60) of the total contract amount.

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

Southern Commercial Development, LLC, a Minority Business Enterprise (W), located in Lexington, SC, will provide traffic control services at 4.27% (\$13,300.00) of the total contract amount.

T&H Construction & Markings, located in Lexington, SC, will provide temporary and thermoplastic pavement marking services at 4.10% (\$12,775.00) of the total contract amount.

J. Moore Electrical Contractors, Inc., located in Swansea, SC, will provide traffic loop services at 9.63% (\$30,000.00) of the total contract amount.

11. Council is asked to approve the purchase of a Caterpillar G3512 Natural Gas Fired Generator Set for the Mill Creek Pump Station, as requested by Columbia Water on March 13, 2025. Award to Blanchard Machinery Company, using the Sourcewell Cooperative Contract in the amount of \$1,294,632.16. This vendor is located in West Columbia, SC. – *Approved*

Funding Source: Water and Sewer Capital Projects - Mill Creek Pump Station Miscellaneous Improvements - Capital Project Costs (5529999-SS749701-658650). The original budget amount is \$1,294,632.16.

12. Ordinance No.: 2025-018 - Authorizing execution of a Third Amendment to Lease for the Amtrak Station – *Approved on second reading.*

First reading approval was given on April 1, 2025.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, APRIL 15, 2025

13. Ordinance No.: 2025-025 - Authorizing the City Manager to execute a Lessor's Estoppel Certificate and Fourth Amendment to Lease between the City of Columbia and Core SVA Columbia Main, LLC – *Approved on second reading.*

First reading approval was given on April 1, 2025.

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

Council opened the public hearing at 4:30 p.m.

14. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 201 Stoneridge Drive, 0.23 acre N/S Stoneridge Drive, 0.25 acre E/S Timothy Drive, 0.24 acre Jacob Road, 0.24 acre E/S Timothy Drive, and 365 Jacob Road, TMS# 07212-02-05, 07212-02-07, 07212-02-01, 07212-02-02, 07309-04-01, and 07309-04-02 – *Approved on first reading.*

Ordinance No.: 2025-022 - Annexing 201 Stoneridge Drive, 0.23 acre N/S Stoneridge Drive, 0.25 acre E/S Timothy Drive, 0.24 acre Jacob Road, 0.24 acre E/S Timothy Drive, and 365 Jacob Road, Richland County TMS # 07212-02-05, 07212-02-07, 07212-02-01, 07212-02-02, 07309-04-01, and 07309-04-02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading.

Proposal: Request to annex the property, assign the land use classifications of Community Activity Corridor (AC-2) and Urban Edge Mixed Residential (UEMR), and assign zoning of Employment Campus District (EC) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and Mixed Use Corridor, and zoned Institutional (INS) and Residential 3 (R3) by Richland County.

Council District: 2

Applicant: Reg & D, LLC and URA's, LLC

Staff Recommendation: Approval

PC Recommendation: 03/13/2025; Approval (8-0)

No one appeared at this time.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, APRIL 15, 2025

Upon a motion made by Mr. McDowell and seconded by Mr. Bailey, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 201 Stoneridge Drive, 0.23 acre N/S Stoneridge Drive, 0.25 acre E/S Timothy Drive, 0.24 acre Jacob Road, 0.24 acre E/S Timothy Drive, and 365 Jacob Road, TMS# 07212-02-05, 07212-02-07, 07212-02-01, 07212-02-02, 07309-04-01, and 07309-04-02 **and** Ordinance No.: 2025-022 - Annexing 201 Stoneridge Drive, 0.23 acre N/S Stoneridge Drive, 0.25 acre E/S Timothy Drive, 0.24 acre Jacob Road, 0.24 acre E/S Timothy Drive, and 365 Jacob Road, Richland County TMS # 07212-02-05, 07212-02-07, 07212-02-01, 07212-02-02, 07309-04-01, and 07309-04-02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

15. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 702 Dixie Avenue (portion), TMS# 09309-06-02 (portion) – *Approved on first reading.*

Ordinance No.: 2025-023 - Annexing 702 Dixie Avenue (portion), TMS# 09309-06-02 (portion) into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading.

Proposal: Request to annex the property, assign the land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of Residential Mixed District (RM-1) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential 4 (R4) by Richland County.

Council District: 1

Applicant: Tracy Sweatt, Bridgette Phillips, and Marcella McCoy

Staff Recommendation: Approval

PC Recommendation: 03/13/2025; Approval (8-0)

No one appeared at this time.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, APRIL 15, 2025

Upon a motion made by Ms. Herbert and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 702 Dixie Avenue (portion), TMS# 09309-06-02 (portion) **and** Ordinance No.: 2025-023 - Annexing 702 Dixie Avenue (portion), TMS# 09309-06-02 (portion) into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

16. ZONING MAP AMENDMENT for 1222 and 1230 House Street, 2502 and 2506 Youman Street, and 1225 McDuffie Avenue, TMS# 11411-10-13, 11411-10-14, 11411-10-01, 11411-10-02, and 11411-10-03 – *Approved on first reading.*

Ordinance No.: 2025-020 - Amending the Official Zoning Map to modify the zoning for 1222 and 1230 House Street, 2502 and 2506 Youman Street, and 1225 McDuffie Avenue, TMS#s 11411-10-13, 11411-10-14, 11411-10-01, 11411-10-02, and 11411-10-03 – Approved on first reading.

Proposal: Request to rezone the property from Residential Single Family – Small Lot District (RSF-3) to Residential Mixed District (RM-2).

Council District: 2

Applicant: Anthony A. Dicks, Friendship Development Corp

Staff Recommendation: Approval of rezoning of the 3 western parcels: 1222, 1230 House Street and 2502 Youman Street to Residential Mixed District (RM-2).

Denial of rezoning of the 2 eastern parcels: 1225 McDuffie Avenue and 2506 Youman Street. See Case Summary for details.

PC Recommendation: 03/13/2025; Approve all five parcels (8-0)

Reverend Anthony Dicks, Pastor of Friendship Baptist Church and applicant spoke in support of the rezoning. The Friendship Development Corporation has built 19 family homes around the church. We are doing our part to ensure there is affordable housing in that area.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, APRIL 15, 2025

Upon a motion made by Mr. McDowell and seconded by Mr. Bailey, Council voted unanimously to give first reading approval to the Zoning Map Amendment for 1222 and 1230 House Street, 2502 and 2506 Youman Street, and 1225 McDuffie Avenue, TMS# 11411-10-13, 11411-10-14, 11411-10-01, 11411-10-02, and 11411-10-03 **and** Ordinance No.: 2025-020 - Amending the Official Zoning Map to modify the zoning for 1222 and 1230 House Street, 2502 and 2506 Youman Street, and 1225 McDuffie Avenue, TMS#s 11411-10-13, 11411-10-14, 11411-10-01, 11411-10-02, and 11411-10-03, to include all five parcels.

17. ZONING MAP AMENDMENT for 3150 Lucius Road, TMS# 09105-01-22 - *Defer*

Ordinance No.: 2025-021 - Amending the Official Zoning Map to modify the zoning for 3150 Lucius Road, Richland County TMS #09105-01-22 - Defer

Proposal: Request to rezone the property from Residential Single Family – Small Lot District (RSF-3) to Residential Mixed District (RM-2).

Council District: 1

Applicant: Ari Shainwald

Staff Recommendation: Approval

PC Recommendation: 03/13/2025; Approval (8-0)

Mr. Ari Shainwald, applicant spoke in support of this rezoning. He is requesting permission to build a small duplex instead of a single-family home, citing cost-efficiency and the ability to provide a quality structure. Duplexes are already present in the neighborhood and the design would reflect the area's historic character.

Upon a motion made by Ms. Herbert and seconded by Mr. Bailey, Council voted unanimously to defer the Zoning Map Amendment for 3150 Lucius Road, TMS# 09105-01-22 **and** Ordinance No.: 2025-021 - Amending the Official Zoning Map to modify the zoning for 3150 Lucius Road, Richland County TMS #09105-01-22 to the May 6, 2025 City Council Meeting.

18. ZONING MAP AND TEXT AMENDMENT for 1500A Main Street (the Seth Thomas Clock), right-of-way adjacent to 1500 Main Street, TMS# 09014-09-16 – *Approved on first reading.*



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, APRIL 15, 2025

Ordinance No.: 2025-024 - Amending the Official Zoning Map to modify the zoning for 1500A Main Street (right-of-way adjacent to 1500 Main Street), Richland County and amending the Unified Development Ordinance of the City of Columbia, South Carolina, Appendix A: Type 1 Landmarks – Approved on first reading.

Proposal: Request to rezone the property from City Center Design Overlay District (OV-CC) to City Center Design Overlay District (OV-CC), Historic Preservation Overlay District (OV-HP, Individual Landmark, Type 1) and amend the Unified Development Ordinance, Chapter 17, Appendix A: Type 1 Landmarks to establish the property as a City of Columbia Landmark.

Council District: 2

Applicant: Richard Burts, owner

Staff Recommendation: Approval

PC Recommendation: 03/13/2025; Approve (8-0)

D/DRC Recommendation: 08/15/2024; Recommended Approval

Upon a motion made by Mr. McDowell and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to the Zoning Map And Text Amendment for 1500A Main Street (the Seth Thomas Clock), right-of-way adjacent to 1500 Main Street, TMS# 09014-09-16 **and** Ordinance No.: 2025-024 - Amending the Official Zoning Map to modify the zoning for 1500A Main Street (right-of-way adjacent to 1500 Main Street), Richland County and amending the Unified Development Ordinance of the City of Columbia, South Carolina, Appendix A: Type 1 Landmarks.

Council closed the public hearing at 4: 41 p.m.

ZONING / PLANNING MATTERS - SECOND READING

19. ZONING MAP AMENDMENT for 427 Harden Street, TMS# 11311-03-07 – *Approved on second reading.*

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

Council District: 3



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, APRIL 15, 2025

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

Applicant: Councilman Brennan

Staff Recommendation: Council Sponsored

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

First reading approval was given on February 18, 2025.

Upon a motion made by Mr. Brennan and seconded by Mr. McDowell, Council voted unanimously to give second reading approval to the Zoning Map Amendment for 427 Harden Street, TMS# 11311-03-07 **and** Ordinance No.: 2025-008 Amending the Official Zoning Map to modify the zoning for 427 Harden Street, Richland County TMS #11311-03-07.

ORDINANCES - FIRST READING

20. Ordinance No.: 2025-026 - Approval for Granting an Easement to Dominion Energy South Carolina, Inc. along a Portion of City-Owned Property Located at 4013 W. Beltline Boulevard and identified as Richland County TMS#11610-05-26 for Relocation and Installation of Electric Lines for the Storage Canopy Addition Project; CIP Project #SS7528; CF#250-661 – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Bailey, Council voted unanimously to give first reading approval to Ordinance No.: 2025-026 - Approval for Granting an Easement to Dominion Energy South Carolina, Inc. along a Portion of City-Owned Property Located at 4013 W. Beltline Boulevard and identified as Richland County TMS#11610-05-26 for Relocation and Installation of Electric Lines for the Storage Canopy Addition Project; CIP Project #SS7528; CF#250-661.

21. Ordinance No.: 2025-027 - Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and Southeastern Technology Centers, LLC for the sale of 2221 Devine Street, Richland County TMS #11312-02-03 – *Approved on first reading.*



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, APRIL 15, 2025

Upon a motion made by Mr. McDowell and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to Ordinance No.: 2025-027 - Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and Southeastern Technology Centers, LLC for the sale of 2221 Devine Street, Richland County TMS #11312-02-03.

RESOLUTIONS

22. Resolution No.: R-2025-015 - Authorizing acceptance and dedication of streets known as a portion of Beacons Field Road, Jersey Lane, and Salers Lane, located in The Cottages at Burnside Farm, Phase 1; Richland County TMS#19101-05-02; CF#336-10 - *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. Brown, Council voted unanimously to approve Resolution No.: R-2025-015 - Authorizing acceptance and dedication of streets known as a portion of Beacons Field Road, Jersey Lane, and Salers Lane, located in The Cottages at Burnside Farm, Phase 1; Richland County TMS#19101-05-02; CF#336-10.

23. Resolution No.: R-2025-016 - Adopting the Parks and Recreation Department's 10-Year Parks and Recreation Master Plan - *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Bailey, Council voted unanimously to approve Resolution No.: R-2025-016 - Adopting the Parks and Recreation Department's 10-Year Parks and Recreation Master Plan.

EVENT RESOLUTIONS

24. Resolution No.: R-2025-013 - Authorizing consumption of beer and wine only at Sunset Sessions on Boyd Plaza - Happy Hour Series at 1515 Main Street on Thursdays, April 17, April 24, May 8, and May 15, 2025 - *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. Brown, Council voted unanimously to approve Resolution No.: R-2025-013 - Authorizing consumption of beer and wine only at Sunset Sessions on Boyd Plaza - Happy Hour Series at 1515 Main Street on Thursdays, April 17, April 24, May 8, and May 15, 2025.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, APRIL 15, 2025

CITY COUNCIL COMMITTEE REPORTS, REFERRALS, AND NEW BUSINESS

Mayor Rickenmann announced that Youth Violence Prevention Week is April 21–26, 2025 through the Office of Neighborhood Safety and Engagement. Planned events include Wear Orange for Youth Prevention, anti-bullying workshops, conflict resolution sessions, peer pressure workshops, and an Artistic Expression Day focused on creative outlets.

Mr. Trevon Fordham, Ed.D., Director of the Office of Neighborhood Safety and Engagement introduced the Office of Neighborhood Safety and Engagement team:

- Ms. Kimberly Gothe, Program Coordinator
- Ms. Keisha Washington, Program Manager
- Ms. Amy Free, Research Analyst

He shared that Youth Violence Prevention Week will also feature a wellness session on April 23.

Dr. Bussells requested a report on 911 response times and a progress report on Finlay Park at a future Work Session.

Ms. Teresa Wilson, City Manager announced the City of Columbia Career Fair, which will be held Tuesday, April 22, 2025 at the Columbia Convention Center from 9:00 a.m. to 3:00 p.m.

PUBLIC INPUT

Mr. Carl McKinney of 2 Cardross Lane expressed concerns about 4701 Devine Street. It has remained undeveloped. It is being used by unlicensed vendors and for construction staging. He proposed relocating the "Busted Plug" artwork to the site to fulfill the green space intent and enhance public visibility.

Mr. Wade Fulmer expressed concerns with nuisance dog barking.

Mr. Joseph Phillips introduced himself to City Council as the new Artistic Director of the Columbia Classical Ballet.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, APRIL 15, 2025**

ADJOURNMENT

The meeting was adjourned at 5:00 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



MEETING DATE: May 6, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Mayor's Campaign Against Breast Cancer Check
Presentation to Prisma Health Midlands Foundation
- The Honorable Daniel J. Rickenmann, Mayor

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Communications



MEETING DATE: May 6, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Asian American and Pacific Islander Month
Proclamation - The Honorable Aditi Bussells

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** Asian American and Pacific Islander Heritage Month Proclamation (DOCX)
- **#a:** Asian American and Pacific Islander Heritage Month Proclamation (DOCX)



MEETING DATE: May 6, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Drinking Water Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** Drinking Water Proc (1) (DOCX)



*City of Columbia
A Proclamation*

WHEREAS, *the City of Columbia's water is our most valuable natural resource; and*

WHEREAS, *only the City of Columbia's tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and*

WHEREAS, *any measure of a successful society – low mortality rates, economic growth and diversity, productivity, and public safety are in some way related to access to safe water; and*

WHEREAS, *we are all stewards of the water infrastructure upon which future generations depend; and*

WHEREAS, *each citizen of our city is called upon to help protect our source of waters from pollution, to practice water conservation, and to get involved in local water issues by getting to know their water.*

THEREFORE, I, Daniel J. Rickenmann, Mayor of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim May 4-10, 2025 as

“Drinking Water Week”

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

*Daniel J. Rickenmann
Mayor*

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

*William Brennan
District III, Council Member*

*Aditi Bussells
At-Large, Council Member*

*Tina N. Herbert
District I, Council Member*

*Peter M. Brown
District IV, Council Member*

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



MEETING DATE: May 6, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: National Historic Preservation Month Proclamation -
The Honorable Daniel J. Rickenmann, Mayor and the
2025 Mabel Payne Historic Preservation Award -
Ms. Amy Moore, Principal Planner / Planning and
Development Services Department

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Connecting Our Community, Economic Prosperity -
Endless Possibilities, Enhancing Columbia's
Neighborhoods, Planning Together

ATTACHMENTS:

- **#a:** National Preservation Month Proclamation (PDF)



**City of Columbia
A Proclamation**

WHEREAS, May is declared National Preservation Month, as it has been since 1973 and is so again in 2025; and

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

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

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

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

NOW, THEREFORE I, Daniel J. Rickenmann, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim the month of May 2025 as in the great City of Columbia and urge fellow citizens to recognize and participate in its observance

“National Preservation Month”

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

Daniel J. Rickenmann
Mayor

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

William Brennan
District III, Council Member

Aditi Bussells
At-Large, Council Member

Tina N. Herbert
District I, Council Member

Peter M. Brown
District IV, Council Member

Tyler D. Bailey
At-Large, Council Member



MEETING DATE: May 6, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Connecting Our Community, Planning Together

ATTACHMENTS:

- **#a:** National Bike Month Proclamation (PDF)



**City of Columbia
A Proclamation**

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

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

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

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

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

WHEREAS, May has been declared National Bike Month and is so again in 2025; and

WHEREAS, the Bike and Pedestrian Advisory Committee (BPAC), bicycle clubs, schools, parks and recreation departments, police departments, hospitals, companies and civic groups throughout the City and the region will be promoting bicycling as a leisure activity as well as an environmentally-friendly alternative to the automobile during the month of May 2025; and

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

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

NOW, THEREFORE I, Daniel J. Rickenmann, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim the month of May 2025 as National Bike Month and Bicycle Safety Month; May 4, 2025 as National Ride a Bike Day; the week of May 12-18, 2025 as Bike to Work Week; and May 16, 2025 as Bike to Work Day in the great City of Columbia and urge my fellow citizens to recognize and participate in its observance.

Daniel J. Rickenmann
Mayor

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

William Brennan
District III, Council Member

Aditi Bussells
At-Large, Council Member

Tina N. Herbert
District I, Council Member

Peter M. Brown
District IV, Council Member

Tyler D. Bailey
At-Large, Council Member



MEETING DATE: May 6, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve the Renewal of Polaris (formerly AvailWeb) Warranty and Software, as requested by the Columbia Police Department on April 1, 2025. Award to Utility Associates, Inc., using the SC State Contract in the amount of \$88,063.00. The term of the contract is from April 1, 2025 to March 31, 2026. This vendor is located in Decatur, GA.

REQUISITION NO.: R233421

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Police Administrative Services - Cloud Based Software Solutions (1012402-632170). The original budget amount is \$88,063.00.

CLEAN WATER 2020?: No

Sec 2-204. (9) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when purchasing through state contracts. SC Contract #3300021612.

ATTACHMENTS:

- **#a:** Council Memo (PDF)
- **#b:** Utility Quote (PDF)

MEMORANDUM



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

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

cc: Shannon Lizewski, Director of Procurements and Contracts

Date: April 14, 2025 for May 6, 2025 Council Meeting

Re: Utility Associates – R233421

The Police Department respectfully requests your review and approval of R233421 – Utility Associates in the amount of \$88,063.00, to be funded from 1012402-632170, this is a yearly renewal that provides advanced solutions ("Utility Rockets") for in-car internet access, GPS tracking, and real-time data connectivity. GPS technology enables precise vehicle tracking, reporting, geofencing, and management alerting. Management and supervisors utilize the Polaris Portal—a user-friendly dashboard that shows all these details in one place.



Quote

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Customer	Columbia SC Police
Date	9/3/2024
Sales Quote#	134706
Expires	5/4/2025
Sales Rep	Dahlia Blake
PO#	
Terms	Net 30

Bill To

Columbia SC Police
AccountsPayable@columbiasc.gov
United States

Ship To

Frieda Bates
1136 Washington Street
2nd Floor, Suite 202/204
Columbia SC 29204
United States

Item	Description	Quantity	Price Each	Amount
COM-S-1	Renewal - -Remote Configuration Management (RCM)s - The coverage period is 4/1/2025 through 3/31/2026 (12 mos.)	112	\$375.00	\$42,000.00
COM-S-1	Polaris (formerly AvailWeb) SaaS for Rocket Communications - 1 year: 4/1/2025 through 3/31/2026. (12 mos)	122	\$400.00	\$48,800.00
Description	SC State Contract Award 4400021612 – Utility Associates, State Vendor ID 7000238298			
Signature Line	Signature: _____ Name: _____ Date: _____ PO: _____			

Subtotal	\$90,800.00
Discount	(\$10,001.00)
Subtotal	\$80,799.00
Sales Tax (%)	\$7,264.00
Total	\$88,063.00

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.
Please forward all inquiries to clientsuccess@utility.com



MEETING DATE: May 6, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve the Renewal of Trend Micro Security Products, as requested by the Information Technology Department on April 15, 2025. Award to SHI International Corporation using the OMNIA Partners Cooperative Agreement in the amount of \$100,065.00. This vendor is located in Piscataway, NJ.

REQUISITION NO.: R233672

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Information Technology – Maintenance and Service Contract (1011120-638200). The original budget amount is \$100,065.00.

CLEAN WATER 2020?: No

OMNIA Partners Agreement 2024056-02

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

ATTACHMENTS:

- **#a:** R233672 Memo (PDF)
- **#b:** R233672 SHI Quote (PDF)



To: Shannon Lizewski, Director of Procurement and Contracts

From: Sylvia White, Chief Information Officer

RE: Trend Micro Products Renewal

Date: April 16th, 2025

BACKGROUND:

Trend Micro Security products are one of the tools used to maintain protection against evolving cybersecurity threats. This software provides defense from threats such as ransomware, malware, and phishing through their continuous updating to mitigate threats.

This renewal covers these products:

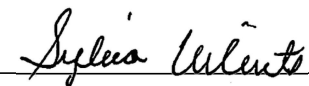
- Deep Discovery Inspector (DDI) – Network traffic monitoring for malicious or anomalous behaviors.
- Deep Discovery Analyzer (DDAN) – Analyzes suspicious detections from the DDI or submitted by technicians.
- VisionOne Endpoints – Protection for laptops, desktops, and servers.
- VisionOne Email/Collaboration and SMEX – Protection for email, teams, OneDrive, and SharePoint.

DISCUSSION:

The City of Columbia has utilized Trend Micro products for over twenty years and have been pleased with the product, its capabilities, and the support from the company. As the threat landscape continues to evolve, Trend Micro has updated their products to continue protecting the City of Columbia technology systems. This renewal will also allow the City of Columbia to continue to maintain compliance with SLED, CJIS, PCI, and other mandates that require up-to-date security systems.

BUDGETARY CONTEXT:

The cost of the attached proposal is \$92,652.78.

 4/16/2025
Sylvia White Date

Hi Eric,

Please see attached. Please let us know if you have any questions!

Thank you!



Pricing Proposal

Quotation #:	26070859
Description:	Trend Micro Service One Essentials Endpoint & Workloads Renewal
Created On:	Apr-15-2025
Valid Until:	Jun-30-2025

SC-City of Columbia

Eric Goodwill

1401 Main Street
Columbia, SC 29201
United States
Phone: 8037374223
Fax: (803) 545-3396
Email: Eric.Goodwill@columbiasc.gov

Inside Account Manager

Lexi Stewart

290 Davidson Ave
Somerset, NJ 08873
Phone: 732-564-8331
Fax:
Email: Lexi_Stewart@SHI.com

[Click here](#) to order this quote

All Prices are in US Dollar(USD)

	Product	Qty	Your Price	Total
1	Deep Discovery Analyzer HW +SW Appliance Academic 1 - Renew Trend Micro - Part#: ADRA0003 Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Serial #: CSN # : 36009 Coverage Term: May-05-2025 – May-04-2026 Note: Software, ESD	1	\$17,936.89	\$17,936.89
2	Deep Discovery Inspector Model 1000: 1 Gbps SW+HW with XDR Academic 1+ Renew Trend Micro - Part#: DDRA0020 Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Serial #: CSN # : 36009 Coverage Term: May-05-2025 – May-04-2026 Note: Software, ESD	1	\$17,936.89	\$17,936.89
3	Vision One XDR Add-on: Email Academic 2,001-5,000 Users Renew Trend Micro - Part#: AXRA0004 Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Serial #: CSN # : 36009 Coverage Term: May-09-2025 – May-08-2026 Note: Software, ESD	2550	\$0.01	\$25.50
4	Trend Vision One - Endpoint Security (Essentials) Academic 2,001-5,000 Devices Renew Trend Micro - Part#: VORA0037 Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Serial #: CSN # : 36009 Coverage Term: May-09-2025 – May-08-2026 Note: Software, ESD	2550	\$15.37	\$39,193.50

Renew

Trend Micro - Part#: SSRA0037

Contract Name: OMNIA Partners IT Solutions, Products & Services

Contract #: 2024056-02

Serial #: CSN # : 36009

Coverage Term: May-09-2025 – May-08-2026

Note: Software, ESD

6	Trend Vision One Email and Collaboration Security - Essentials Academic 2,001-5,000 Users Renew	2550	\$6.60	\$16,830.00
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Trend Micro - Part#: VORA0127

Contract Name: OMNIA Partners IT Solutions, Products & Services

Contract #: 2024056-02

Serial #: CSN # : 36009

Note: Software, ESD

	Subtotal	\$92,652.78
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	*Tax	\$0.00
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	Total	\$92,652.78
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*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



MEETING DATE: May 6, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve the Annual Renewal of Finance Enterprise Software Subscription and Maintenance, as requested by the Budget, Program Management and Grants Office on April 4, 2025. Award to CentralSquare Technologies, LLC, in an amount not to exceed \$267,907.50. The term of the contract is from May 31, 2025 to May 30, 2026. This firm is located in Lake Mary, FL.

REQUISITION NO.: R233501

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Program Management Office - Cloud Based Software Solutions (6218950-632170). The original budget amount is \$267,907.50.

CLEAN WATER 2020?: No

ATTACHMENTS:

- **#a:** CentralSquare Invoice (PDF)



CENTRAL SQUARE
TECHNOLOGIES

Q233501

Invoice

9.a

Invoice No
433917

Date
3/25/2025

Page
1 of 4

CentralSquare Technologies, LLC, a CentralSquare
Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To

City of Columbia, SC
Missy Caughman
PO Box 147
Columbia SC 29217
United States

Ship To

City of Columbia, SC
Missy Caughman
PO Box 147
Columbia SC 29217
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
5897LG	City of Columbia, SC		USD	5/30/2025

Invoice Sequence Number 1 of 1

	Description	Units	Rate	Extended
Quote No. Q-208173				
1	Finance Enterprise: Advanced SaaS Annual Subscription Fee - Annual Subscription Fee Finance Enterprise: Advanced SaaS Annual Subscription Fee Maintenance: Start:5/31/2025, End: 5/30/2026	1	248,062.50	248,062.50
2	Analytics Option PA Enterprise Annual Subscription Fee - Annual Subscription Fee Analytics Option PA Enterprise Annual Subscription Fee Maintenance: Start:5/31/2025, End: 5/30/2026	1	0.00	0.00
3	Easy Laser Forms PA Enterprise Annual Subscription Fee - Annual Subscription Fee Easy Laser Forms PA Enterprise Annual Subscription Fee Maintenance: Start:5/31/2025, End: 5/30/2026	1	0.00	0.00
4	Job/Project Ledger PA Enterprise Annual Subscription Fee - Annual Subscription Fee Job/Project Ledger PA Enterprise Annual Subscription Fee Maintenance: Start:5/31/2025, End: 5/30/2026	1	0.00	0.00
5	Accounts Payable PA Enterprise Annual Subscription Fee - Annual Subscription Fee Accounts Payable PA Enterprise Annual Subscription Fee Maintenance: Start:5/31/2025, End: 5/30/2026	1	0.00	0.00
6	Accounts Recievable PA Enterprise Annual Subscription Fee - Annual Subscription Fee Accounts Recievable PA Enterprise Annual Subscription Fee Maintenance: Start:5/31/2025, End: 5/30/2026	1	0.00	0.00
7	Bank Reconciliation PA Enterprise Annual Subscription Fee - Annual Subscription Fee Bank Reconciliation PA Enterprise Annual Subscription Fee Maintenance: Start:5/31/2025, End: 5/30/2026	1	0.00	0.00
8	Bid and Quote Management PA Enterprise Annual Subscription - Annual Subscription Fee Bid and Quote Management PA Enterprise Annual Subscription Maintenance: Start:5/31/2025, End: 5/30/2026	1	0.00	0.00

Invoice No

433917

Date

3/25/2025

Page

2 of 4

CentralSquare Technologies, LLC, a CentralSquare
Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To

City of Columbia, SC
Missy Caughman
PO Box 147
Columbia SC 29217
United States

Ship To

City of Columbia, SC
Missy Caughman
PO Box 147
Columbia SC 29217
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
5897LG	City of Columbia, SC		USD	5/30/2025

Invoice Sequence Number 1 of 1

	Description	Units	Rate	Extended
9	Budgeting PA Enterprise Annual Subscription Fee - Annual Subscription Fee Budgeting PA Enterprise Annual Subscription Fee Maintenance: Start:5/31/2025, End: 5/30/2026	1	0.00	0.00
10	Contracts Management PA Enterprise Annual Subscription Fee - Annual Subscription Fee Contracts Management PA Enterprise Annual Subscription Fee Maintenance: Start:5/31/2025, End: 5/30/2026	1	0.00	0.00
11	Documents Online PA Enterprise Annual Subscription Fee - Annual Subscription Fee Documents Online PA Enterprise Annual Subscription Fee Maintenance: Start:5/31/2025, End: 5/30/2026	1	0.00	0.00
12	Fixed Assets PA Enterprise Annual Subscription Fee - Annual Subscription Fee Fixed Assets PA Enterprise Annual Subscription Fee Maintenance: Start:5/31/2025, End: 5/30/2026	1	0.00	0.00
13	General Ledger PA Enterprise Annual Subscription Fee - Annual Subscription Fee General Ledger PA Enterprise Annual Subscription Fee Maintenance: Start:5/31/2025, End: 5/30/2026	1	0.00	0.00
14	Grants Management PA Enterprise Annual Subscription Fee - Annual Subscription Fee Grants Management PA Enterprise Annual Subscription Fee Maintenance: Start:5/31/2025, End: 5/30/2026	1	0.00	0.00
15	Position Budgeting PA Enterprise Annual Subscription Fee - Annual Subscription Fee Position Budgeting PA Enterprise Annual Subscription Fee Maintenance: Start:5/31/2025, End: 5/30/2026	1	0.00	0.00
16	Project Allocation PA Enterprise Annual Subscription Fee - Annual Subscription Fee Project Allocation PA Enterprise Annual Subscription Fee Maintenance: Start:5/31/2025, End: 5/30/2026	1	0.00	0.00

CentralSquare Technologies, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Invoice No
433917

Date
3/25/2025

Page
3 of 4

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To

City of Columbia, SC
Missy Caughman
PO Box 147
Columbia SC 29217
United States

Ship To

City of Columbia, SC
Missy Caughman
PO Box 147
Columbia SC 29217
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
5897LG	City of Columbia, SC		USD	5/30/2025

Invoice Sequence Number 1 of 1

	Description	Units	Rate	Extended
17	Stores Inventory PA Enterprise Annual Subscription Fee - Annual Subscription Fee Stores Inventory PA Enterprise Annual Subscription Fee Maintenance: Start:5/31/2025, End: 5/30/2026	1	0.00	0.00
18	PunchOut PA Enterprise Annual Subscription Fee - Annual Subscription Fee PunchOut PA Enterprise Annual Subscription Fee Maintenance: Start:5/31/2025, End: 5/30/2026	1	0.00	0.00
19	PA Enterprise Foundation Annual Subscription Fee - Annual Subscription Fee Maintenance: Start:5/31/2025, End: 5/30/2026	1	0.00	0.00
20	PA Enterprise Krengel Web Services Annual Subscription Fee - Annual Subscription Fee PA Enterprise Krengel Web Services Annual Subscription Fee Maintenance: Start:5/31/2025, End: 5/30/2026	1	0.00	0.00
21	Finance Enterprise Microfocus Annual Subscription Fee - Annual Subscription Fee Maintenance: Start:5/31/2025, End: 5/30/2026	1	0.00	0.00
22	PA Enterprise MKS Annual Subscription Fee - Annual Subscription Fee PA Enterprise MKS Annual Subscription Fee Maintenance: Start:5/31/2025, End: 5/30/2026	1	0.00	0.00
23	PA Enterprise Plus Printer Control Annual Subscription Fee - Annual Subscription Fee PA Enterprise Plus Printer Control Annual Subscription Fee Maintenance: Start:5/31/2025, End: 5/30/2026	1	0.00	0.00
24	Purchasing PA Enterprise Annual Subscription Fee - Annual Subscription Fee Purchasing PA Enterprise Annual Subscription Fee Maintenance: Start:5/31/2025, End: 5/30/2026	1	0.00	0.00



Invoice

9.a

Invoice No
433917

Date
3/25/2025

Page
4 of 4

CentralSquare Technologies, LLC, a CentralSquare
Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
City of Columbia, SC
Missy Caughman
PO Box 147
Columbia SC 29217
United States

Ship To
City of Columbia, SC
Missy Caughman
PO Box 147
Columbia SC 29217
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
5897LG	City of Columbia, SC		USD	5/30/2025

Invoice Sequence Number 1 of 1

	Description	Units	Rate	Extended
25	P-Cards PA Enterprise SaaS Annual Subscription Fee - Annual Subscription Fee P-Cards PA Enterprise SaaS Annual Subscription Fee Maintenance: Start:5/31/2025, End: 5/30/2026	1	0.00	0.00
26	Fusion - Annual Subscription Fee Maintenance: Start:5/31/2025, End: 5/30/2026	1	0.00	0.00
27	ONESolution Click, Drag, and Drill - Access Fee Maintenance: Start:5/31/2025, End: 5/30/2026	1	0.00	0.00

Please include invoice number(s) on your remittance advice.

Subtotal 248,062.50

ACH:

Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Tax 19,845.01

Invoice Total 267,907.51

Check:

12709 Collection Center Drive
Chicago, IL 60693

Payments Applied 0.00

Balance Due **USD 267,907.51**



MEETING DATE: May 6, 2025

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: Council is asked to approve the Purchase of Vehicles and Equipment for Columbia Water, as requested by the Fleet Services Division. Award to the following vendors using the SC State Contract in the amount of \$193,127.50.

REQUISITION NO.: R233470, R233469

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Item	Vendor	Vehicles/Heavy Equipment	Procurement Method	Amount
a.	Love Chevrolet Columbia, SC	Two (2) 2025 Chevrolet Silverado Regular Cab Pickup 2WD Trucks for the Water Division, as requested on April 2, 2025.	SC State Contract #4400036883	\$109,195.00
<i>Funding Source: Utilities Water Distribution and Maintenance - Auto, Trucks, Heavy Equipment-Capital (5516203-658500). The original budget amount is \$109,195.00.</i>				
b.	Blanchard Machinery Company West Columbia, SC	One (1) Mini Cat Excavator for the Water Division, as requested on April 2, 2025.	SC State Contract #4400031291	\$83,932.50
<i>Funding Source: Utilities Water Distribution and Maintenance - Auto, Trucks, Heavy Equipment-Capital (5516203-658500). The original budget amount is \$83,932.50.</i>				
Total				\$193,127.50

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

ATTACHMENTS:

- **#a:** Love Chevrolet Quote (PDF)
- **#b:** Blanchard Cat Quote (PDF)



LOVE CHEVROLET COMPANY

100 PARKRIDGE DR

Columbia, South Carolina 29212

DON LOCKHART LOVE CHEVROLET FLEET 803-513-5905

DLOCKHART@LOVEAUTO.COM

PRICING FOR STATE CONTRACT NUMBER #4400036883

2025 CHEVROLET Silverado 2500 REG CAB WITH ADDS 2WD

\$54597.50

INCLUDES S.C. IMF FEE, DMV TEMP, DMV TITLE

WHITE EXTERIOR

EBONY VINYL INTERIOR

6.6L V8 GAS ENGINE

10 SPEED AUTOMATIC TRANSMISSION-ALLISON

WT PACKAGE

STANDARD CONTROL A/C
POWER WINDOWS, DOOR LOCKS
VERTICAL TRAILERING MIRRORS
FRONT BENCH 40/20/40 SEATS -VINYL
CRUISE CONTROL
REAR HD CAMERA
VINYL FLOOR COVERING
KEYLESS REMOTE ENTRY-2
PUSH BUTTON START
7" AM/FM STEREO RADIO /BLUETOOTH
TINTED GLASS
LOCKING DIFFERENTIAL
GVW RATING 10000LBS
3:73 REAR AXLE RATIO
INTEGRATED TRAILER BRAKE CONTROLLER
17" STEEL WHEELS
17" ALL SEASON TIRES
FORWARD COLLISION ALERT
AUTOMATIC EMERGENCY BRAKING
SENSOR FOR FRONT PEDESTRIAN BRAKING

ADDS:

8 FT KNAPHEIDE SERVICE BODY

TRAILER HITCH AND WIRING



SALES AGREEMENT

R233469

DATE 10.b

Blanchard Machinery Co., 3151 Charleston Highway, Columbia, SC29202-7517 Phone: (803) 791-7100

PURCHASER	CITY OF COLUMBIA				
STREET ADDRESS	PO BOX 147			<SAME>	
CITY/STATE	COLUMBIA, SC	COUNTY	RICHLAND		
POSTAL CODE	29217	PHONE NO.	803 545 3325		
EQUIPMENT	BILLY BOWERS				
CUSTOMER CONTACT:	PRODUCT SUPPORT BILLY BOWERS				
INDUSTRY CODE:	LOCAL GOVERNMENT (PS93)			PRINCIPAL WORK CODE	
CUSTOMER NUMBER	1615500		Sales Tax Exemption # (if applicable)		CUSTOMER PO NUMBER
			N/A		
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)					
NET PAYMENT ON RECEIPT OF INVOICE		NET ON DELIVERY		FINANCIAL SERVICES	
☐		☒		☐ CSC ☐ LEASE	
CASH WITH ORDER		BALANCE TO FINANCE		CONTRACT INTEREST RATE	
\$0.00		0.00		0.00	
PAYMENT PERIOD		PAYMENT AMOUNT		NUMBER OF PAYMENTS	
		0.00		0	
				OPTIONAL BUY-OUT	
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CAT		MODEL: 305 LA		YEAR: TBA	
STOCK NUMBER: C49303		SERIAL NUMBER: 05G508508			
305 07A CR MHE DCA3B	638-2096	COUNTERWEIGHT, STANDARD	576-9149	ENGINE, EPA TIER 4 FINAL	611-2416
MIRROR, CAB, RIGHT	428-7870	ALARM, TRAVEL	579-8852	INTEGRATED RADIO V2	639-4462
BELT, SEAT, 3" RETRACTABLE	510-6085	ELECTRICAL ARR, C1.7 HRC	579-8859	PRODUCT LINK, CELLULAR PL243	628-8009
WATER JACKET HEATER, 120V	519-8302	LIGHTS, LED	579-8868	THUMB, HYD + COUPLER, PG, HYD, 5T	575-0492
CAT KEY, WITH PASSCODE OPTION	522-6460	LIGHTS, LED, REAR	579-8870	PACKING, LAST MILE PROGRAM	0P-4299
BOOM, SWING	527-7599	MONITOR NEXT GEN, CAMERA READY	579-8876		
LINES, BOOM	527-7611	CAMERA, REAR VIEW	579-8892		
TRACK, 16", RUBBER BELT	527-7627	LINES, STICK	584-3653		
FILM, INC. CANADA	552-5984	LINKAGE BUCKET W/LIFTING EYE	584-4306		
SOFTWARE, PROPORTIONAL CONTROL	557-1709	CONTROL, QC, 3 LINE	584-4311		
SOFTWARE, STICK STEER CONTROL	557-1710	LINES, QC, LNG STK, 3 LINE	586-0416		
SOFTWARE, 2 WAY CONTROL	557-1711	INSTRUCTIONS, ANSI	595-7021		
SOFTWARE, CODED START	557-1713	HYDRAULIC OIL	595-9905		
305 07A CR MINI EXCAVATOR	576-7009	STICK, LONG, WITH 1ST AUX	596-7594		
CAB, WITH HEAT AND A/C	576-7025	BLADE, STD, BOCE	597-0753		
TRADE-IN EQUIPMENT			SELL PRICE		
MODEL: YEAR: SN:			\$83,432.50		
PAYOUT TO: AMOUNT: PAID BY:			NET BALANCE DUE		
			\$83,432.50		
MODEL: YEAR: SN:			SC SALES TAX		
PAYOUT TO: AMOUNT: PAID BY:			\$500.00		
MODEL: YEAR: SN:			AFTER TAX BALANCE		
PAYOUT TO: AMOUNT: PAID BY:			\$83,932.50		
MODEL: YEAR: SN:					
PAYOUT TO: AMOUNT: PAID BY:					
ALL TRADES-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.					
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.					
☒ CATERPILLAR EQUIPMENT WARRANTY			☐ USED EQUIPMENT WARRANTY		
INITIAL			INITIAL		
The customer acknowledges that he has received a copy of the Blanchard Machinery Company/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 24 Months/2000 Hours					
CSA:					
NOTES: State Contract # 4400031291					

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

ORDER RECEIVED BY	BLANCHARD MACHINERY COMPANY	PURCHASER
Hoffman, Erik		
REPRESENTATIVE	APPROVED AND ACCEPTED ON	
	CITY OF COLUMBIA	PURCHASER
BY	SIGNATURE	TITLE

TERMS AND CONDITIONS

10.b

1. Binding Agreement. By executing this Sales Agreement (the "Agreement"), Purchaser agrees to purchase from Blanchard Machinery the equipment and attachments described on the face hereof (collectively referred to herein as the "Equipment") pursuant to the terms and conditions specified in this Agreement.

2. Purchase of Equipment. Blanchard Machinery Company ("Blanchard Machinery") shall have no obligation to fulfill timely orders for Equipment which are out-of-stock or otherwise unavailable, but Blanchard Machinery will promptly notify you of such unavailability or delay as soon as Blanchard Machinery becomes aware of it. Any terms and conditions contained in Purchaser's documents that are different or in addition to the terms and conditions herein, including but not limited to letters, purchase orders, or sales acknowledgements, are hereby rejected by Blanchard Machinery, are not a part of this Agreement, and shall be of no effect or binding upon Blanchard Machinery unless specifically agreed to in writing by an authorized officer of Blanchard Machinery. Failure by Blanchard Machinery specifically to object to provisions contained in such documents shall not in any way be deemed an alteration to or waiver of these terms and conditions.

3. Price and Other Expenses. All prices set forth on the face of this Agreement are the purchase prices of the Equipment. Purchaser shall be responsible for all expenses relating to the Equipment purchased including but not limited to (a) any federal, state, local, foreign or provincial taxes or tariffs, now or hereafter enacted, applicable to the Equipment, as further set forth in Section 7, below; (b) standard shipping or other special transportation costs to the point of delivery specified by Purchaser; (c) all charges in the event payment from Purchaser is delinquent, including, without limitation, all costs and expenses, including attorneys' fees, of collecting any amount not paid when due hereunder; and (d) all other expenses, not included in the sale and delivery contemplated above, of whatever kind or nature, relating to special insurance requirements, the purchase, shipment, transportation, or delivery of Equipment.

4. Equipment Delivery. Unless otherwise agreed, all shipments will be made by third-party carriers chosen by Blanchard Machinery or its designees, at costs, tariffs and other charges, and in accordance with terms and conditions established by Blanchard Machinery and its designees from time to time.

5. Risk of Loss. The risk of loss associated with any Equipment and title passes to Purchaser upon delivery of the goods to the shipping point, FOB, subject to the reservation of a security interest to Blanchard Machinery in Section 6 of this Agreement. Blanchard Machinery shall have no liability of any kind or nature, whether for consequential or other damages for any reason whatsoever, relating to shipment of Equipment purchased by Purchaser, including but not limited to damage to the Equipment, taxes, duties, loss, theft or any illness of or personal injury to any person or property under any environmental, health or safety law.

6. Payment and Credit. Purchaser shall pay for all Equipment in accordance with payment terms set forth on the face of this Agreement. Purchaser's right to purchase any Equipment is conditioned upon approval of Purchaser's credit and may be withdrawn or amended at any time by Blanchard Machinery in its sole discretion. Purchaser understands and agrees that the late fee is subject to adjustment by Blanchard Machinery. The late fee schedule is subject to change at discretion of Blanchard Machinery. The late fee schedule is as follows: \$5 fee for past due balances of \$350 to \$1,000; \$15 fee for \$1,001 to \$2,000; \$30 fee for \$2,001 to \$3,000; \$45 fee for \$3,001 to \$5,000; \$75 fee for \$5,001 to \$10,000; \$150 fee for \$10,001 to \$20,000; \$300 fee for \$20,001 to \$50,000; \$700 fee for \$50,001 to \$75,000; and \$1,100 fee for \$75,001 to \$100,000; \$1,500 fee for \$100,001 to \$200,000; \$3,000 fee for \$200,001 to \$300,000; \$4,500 fee for \$300,001 to \$500,000; \$7,500 fee for \$500,001 and above. In the event Purchaser is delinquent, Purchaser shall pay all costs of collection, including but not limited to reasonable attorneys' fees. Should Purchaser become delinquent in the payment of any sum due under this Agreement, all contractual or other obligations of Blanchard Machinery to Purchaser shall terminate without further notice to Purchaser. Blanchard Machinery retains, and Purchaser hereby grants Blanchard Machinery, a purchase money security interest in the Equipment, including all accessions to and replacements of them, to secure the payment of the purchase price of the Equipment, until Purchaser has made payment in full in accordance with the terms hereof, and Purchaser shall cooperate fully with Blanchard Machinery in executing such documents, including a Uniform Commercial Code financing statement, and accomplishing such filings and/or recordings thereof as Blanchard Machinery deems necessary for the perfection, protection and enforcement of such security interest.

7. Taxes and Other Charges. Purchaser is responsible for the payment of all federal, state, local, foreign, or provincial taxes (now or hereafter enacted), fees, or charges which may be assessed or levied now or hereafter on or on account of materials sold hereunder to Purchaser. Published prices do not include such taxes, which may be added by Blanchard Machinery to the invoice where Blanchard Machinery has a legal obligation to collect them. When Purchaser claims that this transaction is not subject to any such tax, or that Purchaser is exempt, or that Blanchard Machinery is not required to collect such tax, Purchaser agrees to provide Blanchard Machinery with any documentation necessary to support such a claim and to allow Blanchard Machinery to document its decision not to collect tax(es).

8. Acceptance; Non-Conforming Equipment; Sole Remedy. Purchaser agrees to accept all Equipment upon delivery to Purchaser where the Equipment is in material conformity with Blanchard Machinery's or the applicable manufacturer's published description or specifications of such Equipment. In any event, Equipment shall be deemed automatically, irrevocably and conclusively accepted without defects when Purchaser has had possession of the Equipment for five (5) days and has failed to notify Blanchard Machinery that the Equipment has been rejected and the reasons for such rejection. Purchaser's sole remedy hereunder for Blanchard Machinery's failure to deliver Equipment in material conformity with applicable published description or specifications of such Equipment shall be, at Blanchard Machinery's option, the replacement of such non-conforming Equipment with conforming Equipment, or refund of the applicable purchase price paid therefore.

9. Purchaser Representations and Covenants. Purchaser shall be solely responsible for the use and disposition of the Equipment, including, without limitation, the obtaining of all permits, licenses or certificates required for the use thereof. Purchaser agrees to use the Equipment only in accordance with all laws, rules and regulations applicable thereto.

10. Indemnification. Purchaser shall indemnify, defend, and hold Blanchard Machinery harmless from any and all liabilities, claims, demands, causes of action, or suits of whatever nature including, but not limited to, attorneys' fees and litigation expenses, arising from any: (a) breach by Purchaser of any representation or covenant made by Purchaser under this Agreement; (b) breach by Purchaser of any provision of this Agreement; (c) failure of Purchaser to comply with applicable environmental, health and safety laws; and (d) any use by Purchaser or third parties of the Equipment sold to Purchaser. Notwithstanding the foregoing, Purchaser shall not be liable to Blanchard Machinery for any portion of such liabilities that result from Blanchard Machinery's fraud, bad faith, or willful misconduct.

11. Equipment Warranties. Some Equipment may come with limited warranties. Purchaser may obtain a copy of the applicable equipment warranty by contacting Blanchard Machinery. EXCEPT FOR THE FOREMENTIONED LIMITED WARRANTIES OF VARIOUS EQUIPMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BLANCHARD MACHINERY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT.

12. Limitations on Liability. IN NO EVENT SHALL BLANCHARD MACHINERY BE LIABLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR OBLIGATIONS UNDER THIS AGREEMENT, AND IN NO EVENT SHALL THE LIABILITY OF BLANCHARD MACHINERY EXCEED THE UNIT PRICE OF THE DEFECTIVE EQUIPMENT. ANY ACTION BY PURCHASER UNDER OR RELATING TO THIS AGREEMENT SHALL COMMENCE WITHIN TWELVE (12) MONTHS AFTER SUCH CAUSE OF ACTION ACCRUED. BLANCHARD MACHINERY'S LIABILITY SHALL BE LIMITED AS SET FORTH HEREIN AND OTHER PROVISIONS OF THIS AGREEMENT.

13. Force Majeure. Blanchard Machinery shall not be responsible for any failure to perform the contract formed hereunder due to causes beyond its control, including, but not limited to, acts of God, pandemics, labor disputes or shortages, acts or omissions of buyer, government or judicial authorities, or military authorities, delays in transportation, or inability to obtain necessary materials or supplies, all whether foreseen or unforeseen.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to the choice of law provisions thereof. Any dispute or claim relating to or arising out of or in connection with this Agreement shall be finally settled by binding arbitration in Lexington County, South Carolina using the then current rules and procedures of the American Arbitration Association. Notwithstanding the foregoing, nothing herein shall preclude either party from seeking injunctive relief in any state or federal court of competent jurisdiction in Lexington County, South Carolina without first complying with the arbitration provisions of this Section, and each party hereby consents to the exclusive jurisdiction of state and federal courts in Lexington County, South Carolina for such purpose.

15. Product Link. In the event any portion of the Equipment is equipped with Product Link, Customer understands data concerning this Equipment, its condition, and its operation is being transmitted by Product Link to Caterpillar and/or its dealers to better serve Customer and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. recognizes and respects customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and/or its dealers.

16. Complete Agreement; Severability; Non-Waiver; No Third Party Beneficiaries. This Agreement constitutes the entire understanding between Purchaser and Blanchard Machinery with respect to the purchase of Equipment, superseding all prior written and oral communications and understandings. If any provisions or portion of this Agreement is not given legal effect by a court of competent jurisdiction, such provisions or portions shall drop out of this Agreement and the remaining provisions and portions of this Agreement shall be construed and enforced. This Agreement shall not be interpreted or construed to confer any rights or remedies upon any third parties. Blanchard Machinery's failure to exercise any of its rights for any period shall not constitute or be deemed a waiver or forfeiture of such rights.

This instrument shall not become effective or binding upon Lessor until executed by an authorized representative of Lessor.

Packet Pg. 58

Customer Initials: _____ Date: _____



DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's [Data Governance Statement](https://www.caterpillar.com/en/legal-notices/data-governance-statement.html) ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the [Cat® Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software](https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215) document (the "RSP Document") The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the [Caterpillar Data Governance Statement](#) . Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE ☐

DECLINE ☐

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE ☐

DECLINE ☐

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

CITY OF COLUMBIA

Company

Company (Print)

Company Representative (Print)

Signature

Apr 02, 2025

Date

Caterpillar: Confidential Green

FOR DEALER USE ONLY

Company UCID

Company Representative CWS ID

Main Store Dealer Code

Dealer Representative Name

Dealer Representative CWS ID



MEETING DATE: May 6, 2025

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: Council is asked to approve the Purchase of Vehicle Equipment and Accessories for recently purchased Tahoes for the Columbia Police Department, as requested by the Fleet Services Division. Award to the following vendors using the SC State Contract in the amount of \$215,702.43.

REQUISITION NO.: R233400, R233458

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Item	Vendor	Description	Procurement Method	Amount
a.	TD Synnex Corporation Greenville, SC	Installation of new Getac Laptop and Havis dock equipment, as requested by the Columbia Police Department on March 28, 2025.	SC Contract #4400031905	\$84,841.68
<i>Funding Source: Capital Replacement– Auto, Trucks, Heavy Equipment-Capital (6308972-658600). The original budget amount is \$84,841.68.</i>				
b.	Motorola Solutions Chicago, IL	Installation of new Enhanced radios, as requested by the Columbia Police Department on April 2, 2025.	SC Contract #4400021163	\$130,860.75
<i>Funding Source: Capital Replacement – Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$130,860.75.</i>				
Total Amount:				\$215,702.43

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

ATTACHMENTS:

- **#a:** April 29 2025 Council Memo - Fleet Requests vehicles (PDF)

- #b: TD Synnex Quote (PDF)
- #c: Motorola Quote (PDF)



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

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

DATE: April 29, 2025

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.

These purchases are for IT equipment for the sixteen (16) Tahoe's approved by City Council on Tuesday, April 15, 2025.

Item	Vehicle	Department	Price	Funding Source
a.	16 – Getac Laptops and Havis Dock equipment	City of Columbia Police Department	\$84,841.68	Capital Replacement Program FY 2024-2025
b.	16 – Motorola Solution Radios	City of Columbia Police Department	\$130,860.75	Capital Replacement Program FY 2024-2025
Total Amount: \$215,702.43				

This purchase utilizes State Contract and cooperative purchase agreements for vehicle and equipment. Items (a) and (b) is equipment that is capital replacements and funded from the Capital Replacement Program for FY24/25.

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

***Capital Lease Purchase Program**

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

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

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



QUOTE ORDER INFORMATION As of 03/21/2025

Quote#: 147756358

Quote name: WQ147756358

Pricing: Federal Govt SPA(EG)

Bill To: CITY OF COLUMBIA(638217)

ACCOUNTING DIVISION PO BOX 147

COLUMBIA SC 29217

Terms: GSA - 25% 15 NET 30(GSD2)

WorkFlow Request ID:

Ship To: INFORMATION TECHNOLOGY

ATTN: IT HELP DESK 1401 MAIN S

COLUMBIA SC 29201

Quote Description: GSA 47QTC19D00MM, Exp 9/26/2029, UE1LYXBWDHLAVR9 GSA@TDSYNnex.com, 877-230-5680, 8:30am to 8:30pm EST

VRF Header Level
EU name: INFORMATION TECHNOLOGY

Quote Line#	SKU#	Part#	MFG Part#	Vendor Name	Description	List Price	Availability	GSA Price	Qty	Ext. Price	Ext. MSRP/List Price
1	8812721	GET-VSEP2PIABDBA	VSEP2PIABDBA	GETAC	V110G7 TAA: I7-1255U, Win11+16GB, 256GB PCIe SSD, SF FHD LCD+TS+stylus, Backlit KB, WIFI+BT, HH, USB Type-	\$4,105.00	Vendor Drop Ship	\$3,405.62	16	\$54,489.92	\$65,680.00
2	5094917	GET-GDVNHL	GDVNL	GETAC	V110 Havis Vehicle Box & Replication with screen stiffener (Black) (DC power adaptor sold separately)	\$1,015.00	Vendor Drop Ship	\$778.04	16	\$12,448.64	\$16,240.00
3	4067866	GET-GAD4L1	GAD4L1	GETAC	LIND 12-32V DC vehicle adapter/charger	\$170.00	Vendor Drop Ship	\$164.33	16	\$2,629.28	\$2,720.00
4	4166448	GET-GE-SVTBNXSY	GE-SVTBNXSY	GETAC	Bumper to Bumper + Extended Warranty- Tablet (Year 4 & 5) - Getac, Tablet&Notebook (A/ B/ F/ K/ V/U/X/X600 Series), Bumper-to	\$599.00	Vendor Drop Ship	\$561.83	16	\$8,989.28	\$9,584.00
Estimated Shipping and Handling:										\$0.00	
Estimated Tax(Type:TS41):										\$6,284.57	
Total:										\$84,841.69	

Pricing Information

All prices are displayed in USD.
The above is not intended to be an offer, and the parties do not intend for the above terms to be a binding agreement among the parties with respect to this subject matter hereof.
Product, descriptions and available inventory are updated frequently and may change without notice. The pricing provided in this quote is based on current market conditions and is subject to change due to various factors, including but not limited to supply chain changes and external economic conditions, TD SYNnex reserves the right to rebill or issue a credit or debit if any adjustment to pricing or other charges is needed.

Legal Disclaimers

We are pleased to provide you with this quote, which is not an order or offer to sell. Until you issue a purchase order and TD SYNnex Corporation ("TD SYNnex") accepts it, there is no contract for sale.
All prices and descriptions are subject to change without notice.
Unless you have an existing agreement with TD SYNnex this quote is governed by the commercial terms of sale located at <https://www.tdsynnex.com/us/en/terms-and-conditions.html>
This summary section and all attachments are incorporated to form the entire quotation and supersede all prior communications between the parties, regardless of form. Further, TD SYNnex is not responsible for compliance with regulations, requirements or obligations associated with any contract resulting Certain TD SYNnex Vendors require TD SYNnex to pass-through terms for the Product to resellers and end users. By purchasing the Product from TD SYNnex, Buyer agrees to these Vendor pass-through terms, which are located at <https://www.tdsynnex.com/us/en/terms-and-conditions/vendor-pass-through-terms.html>


MOTOROLA SOLUTIONS

 QUOTE-3074056
 PD 6500s, Qty 16

 Billing Address:
 COLUMBIA, CITY OF
 PO BOX 147
 COLUMBIA, SC 29217
 US

 Quote Date:04/02/2025
 Expiration Date:06/01/2025
 Quote Created By:
 Martin Kratz
 Sr Account Manager
 Martin.Kratz@
 motorolasolutions.com

 End Customer:
 COLUMBIA, CITY OF
 Anthony Cleckley
 Anthony.Cleckley@columbiasc.gov
 803-545-3856

 Contract: SC STATE
 CONTRACT-4400021163

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	16	\$10,327.80	\$7,572.96	\$121,167.36
1a	G90AC	ADD: NO MICROPHONE NEEDED APX	16			
1b	GA09008AA	ADD: GROUP SERVICES	16			
1c	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	16			
1d	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYP APX AND ADP	16			
1e	G831AD	ADD: SPKR 15W WATER RESISTANT	16			
1f	G996AS	ENH: OVER THE AIR PROVISIONING	16			
1g	G72AD	ADD: APX O3 HANDHELD CH	16			
1h	HA00694AA	ADD: 7Y ESSENTIAL SERVICE HTM	16			
1i	GA00580AA	ADD: TDMA OPERATION	16			
1j	G51AU	ENH: SMARTZONE OPERATION APX6500	16			
1k	G67DR	ADD: REMOTE MOUNT O3 APXM	16			



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800


MOTOROLA SOLUTIONS

 QUOTE-3074056
 PD 6500s, Qty 16

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1l	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	16			
1m	GA09001AA	ADD: WI-FI CAPABILITY	16			
1n	G444AH	ADD: APX CONTROL HEAD SOFTWARE	16			
1o	QA03399AA	ADD: ENHANCED DATA APX	16			
1p	G806BL	ENH: ASTRO DIGITAL CAI OP APX	16			
1q	QA09113AB	ADD: BASELINE RELEASE SW	16			
1r	W969BG	ENH: MULTIKEY OPERATION	16			
1s	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	16			
1t	G361AH	ENH: P25 TRUNKING SOFTWARE APX	16			
1u	GA01630AA	ADD: SMARTCONNECT	16			

Subtotal

\$121,167.36

Estimated Tax

\$9,693.39

Grand Total

\$130,860.75(USD)

Notes:



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



MEETING DATE: May 6, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Construction Contract for Roof Replacement at Animal Services, as requested by the Support Services Division on February 28, 2025. Award to Roofing Professionals, LLC, in an amount not to exceed \$71,250.00, which includes the base bid of \$62,150.00 and Bid Alternate #1 of \$9,100.00. The contract will take effect upon issuance of the Notice to Proceed with an end date sixty (60) days from commencement. This firm is located in Lexington, SC.

REQUISITION NO.: R232502

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: General Support Services - Buildings and Fixed Equipment (1011201-659300). The original budget amount is \$71,250.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

Roofing Professionals, LLC is the prime contractor and will provide roofing repair services at 62.55% (\$44,567.00) of the total contract amount.

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

ABC Supply Company, located in Columbia, SC, will provide low slope roofing materials at 33.73% (\$24,033.00) of the total contract amount.

Equipment Share, located in Columbia, SC, will provide hoisting and lifting equipment at 3.51% (\$2,500.00) of the total contract amount.

Barnhills Services, located in Columbia, SC, will provide Port-a-John services at 0.21% (\$150.00) of the total contract amount.

There were nine (9) responsive and responsible bids received for this project under BID032-24-25-UJ.

The total construction time allocated for this project is sixty (60) consecutive calendar days.

Base Bid	\$62,150.00
Bid Alternate # 1	\$ 9,100.00
Total	\$71,250.00

ATTACHMENTS:

- **#a:** April 29 2025 Council Memo - Support Request Animal Shelter Roof (PDF)
- **#b:** OBO_Memo_Animal_Services_Roof_Replacement (PDF)
- **#c:** PM Memo (PDF)
- **#d:** Contract signed by legal - Bid032-24-25-UJ (PDF)
- **#f:** Official Bid Tabulation - Bid032-24-25-UJ (PDF)
- **#g:** Revised BIR Form - Bid032-24-25-UJ (PDF)



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

FROM: Mr. Henry Simons, Assistant City Manager, Operations
Ms. Missy Caughman, Assistant City Manager, Strategic Initiatives and Innovation
ACM for the Department of Procurement and Contracts

DATE: April 29, 2025

SUBJECT: Recommendation for Approval for Bid 032-24-25-UJ Animal Services Select Roof Replacement as requested by the Support 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 Bid 032-24-25UJ Animal Services Select Roof Replacement as requested by the Support Services Division.

This project is to replace badly worn sections of low-slope roofing at the City of Columbia Animal Services facility. The project includes complete tear-off, complete deck replacement, installation of a new base sheet and PVC roof membrane, and replacement of all metal flashings, counter flashings, and gutters. The work covers approximately 3000 square feet of affected area. The funding source is 100% City Funds, from Support Services Operating Budget FY24/25.



**City of Columbia
Inter-Office Memorandum**

To: Procurement

Date: February 2, 2025

From: Office of Business Opportunities - Compliance Office

Project: Roof Replacement at Animal Services

Project Type: Construction

Total Project Estimate Per Project Manager: \$100,000.00

Project Description (Per Project Manager): This project will be to replace the existing roofing and sheet metal over the outdoor kennel areas, due to the poor condition .

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 & LBE

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.

The City of Columbia Local Business Enterprise (LBE) policy applies to this solicitation. You do not have to be a LBE in order to submit a bid for this project. Under the LBE policy, if the lowest responsive and responsible bidder is not a certified LBE and a certified LBE is within 5% of the lowest bid (up to a maximum dollar value not to exceed \$500,000), the certified LBE then has the opportunity to accept the project at the lowest bidder's price. The certified LBE must be from the 8 county Combined Statistical Area (CSA) as defined in the City of Columbia's LBE policy and must also be registered with the City of Columbia's Compliance Office as an approved certified LBE prior to the bid opening. Please see the City of Columbia's LBE policy on [https://obo.columbiasc.gov/contractor-supplier-diversity/local-business/underResources/LocalBusinessEnterprise\(LBE\)fordetails](https://obo.columbiasc.gov/contractor-supplier-diversity/local-business/underResources/LocalBusinessEnterprise(LBE)fordetails).

Reviewed & Approved by: *Cassandra Fletcher*
(OBO – Compliance Department)

Date: 2/5/2025

**Support Services Department**

1924 Calhoun Street Columbia, SC 29201 • Phone: 803-545-3104 • Fax: 803-988-8196

Inter-Office Memo

Date: April 16, 2025

To: Gary Porth
Construction Procurement Manager
Department of Procurement and Contracts

From: David Marcus
Project Manager
Support Services

Re: Bid032-24-25-UJ Animal Service Select Roof Replacement

This project is to replace badly worn sections of low-slope roofing at the Animal Services facility. The project includes complete tear-off, complete decking replacement, installation of a new base sheet and PVC roof membrane, and replacement of all metal flashings, counterflashings, and gutters. The work covers approximately 3000 square feet of affected area. The funding source is 100% City Funds, from Support Services "Buildings and Fixed Equipment" budget.

Contract

City of Columbia, South Carolina

Animal Service Select Roof Replacement

BID032-24-25-UJ

This Contract is made by and between the City of Columbia, South Carolina, hereinafter called Owner, and **Roofing Professionals, LLC**, with legal address and principal place of business at **429 Longwood Drive, Richmond Hill, GA 31324**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by the **City of Columbia**.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **sixty (60)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value for the Base Bid and Bid Alternate # 1 amount as **Seventy-One Thousand Two Hundred Fifty Dollars and Zero Cents (\$71,250.00)**.

ARTICLE 5. APPLICATIONS FOR PAYMENT.

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

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

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

ARTICLE 7. LIQUIDATED DAMAGES.

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Two Hundred Dollars and Zero Cents (\$200.00)** per day for each calendar day of delay until the Work is complete.

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

ARTICLE 8. ASSURANCE.

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Bidder's Response including Bid Form.

9.2.3 This Contract.

9.2.4 Performance Bond.

9.2.5 Payment Bond.

9.2.6 Notice to Proceed (NTP).

9.2.7 Project Manual.

9.2.8 Drawings.

9.2.9 Addendum number 1.

ARTICLE 10. TERMINATION.

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

ARTICLE 11. MISCELLANEOUS.

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

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

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

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

11.5 This Contract does not commit the City of Columbia to pay for any pre-bid costs. Any costs associated with IFB preparation, pre-bid conferences and any other activity prior to award of a contract shall be at the sole expense of the bidder(s). 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

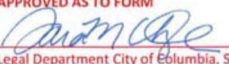
Owner
City of Columbia, SC

BY

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

APPROVED AS TO FORM

Legal Department City of Columbia, SC
4/3/2025

Attest

Attest

Address for giving notices:

Address for giving notices:
Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201

Date: _____

Date: _____

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

Event Number

Bid032-24-25-UJ Addendum 1

Event Title

Animal Service Select Roof Replacement

Event Description

An on-site Pre-Bid Meeting will be held at the

Event Type

IFBs

Issue Date

2/28/2025 06:15:01 PM (ET)

Close Date

3/25/2025 02:00:00 PM (ET)

Organization

City of Columbia, SC

Workgroup

Purchasing

Event Owner

Ulsylla Johnson

Email

Ulsylla.johnson@columbiasc.gov

Phone

Fax

Official Bid Tabulation

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
RPI Roofing, Inc. (Roofing Professionals Inc.)	Richmond Hill	GA	3/25/2025 01:32:56 PM (ET)	1	\$62,150.00
Palmetto State Roofing & Sheet Metal	Greenville	SC	3/25/2025 01:43:54 PM (ET)	1	\$71,675.00
Land Roofing Company	Sumter	SC	3/25/2025 11:47:15 AM (ET)	1	\$72,500.00
Heritage Roofing Co., Inc	Lexington	SC	3/25/2025 01:37:50 PM (ET)	1	\$80,560.00
Southern Roofing Services, Inc	Sumter	SC	3/25/2025 01:46:38 PM (ET)	1	\$81,900.00
Lloyd Roofing Company, Inc.	Greenwood	SC	3/25/2025 10:50:27 AM (ET)	1	\$91,157.00
Watts & Associates Roofing, Inc	Columbia	SC	3/25/2025 10:54:01 AM (ET)	1	\$112,750.00
Aqua Seal Mfg. & Roofing, Inc.	West Columbia	SC	3/25/2025 01:42:02 PM (ET)	1	\$119,680.00
Roofco (Roofco Inc of Sumter SC)	Sumter	SC	3/25/2025 01:56:46 PM (ET)	1	\$145,800.00

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

Lloyd Roofing Company, Inc. - Amount changed from \$115,651.00 to \$91,157.00 due to incorrect total.

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	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code - See Key Below)
ABC Supply Company	V004391	Low Slope Roofing Materials.	\$24,033.00	38.67%		
Equipment Share	V018639	Hoisting and Lifting Equipment	\$2,500.00	4.02%		
Barnhills Services	V014641	Port- A-John	\$150.00	.024%		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female AM – Asian American Male

BM – African American Male FB – Non-Minority Female Owned

HM – Hispanic American Male NF – Native American Female

BF – African American Female

HF – Hispanic American Female

NM – Native American Male

COMBINED TOTAL SUB AMOUNT \$ \$26,683.00**TOTAL CONTRACT AMOUNT: \$ \$62,150.00**

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

Business Name: - Roofing Professionals LLCRepresentative Name/Title: Cary Isabel - EstimatorDate: 4/10/2025

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

ABC Supply Company

Company Name

855 Brookwood Drive

Physical Address

855 Brookwood Drive

Mailing Address

Columbia, SC 29201

City/State Zip Code + 4

803 771-4402

()

Phone number

()

Fax number

Andy Arbrams

Primary Contact Name

Secondary Contact Name

anthony.abrams@abcsupply.com

Primary Contact Email Address

Secondary Contact Email Address

v004391

Federal ID #

Vendor #

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

Equipment Share

Company Name

49 Palmetto Ct., Gaston, SC 29053

Physical Address

49 Palmetto Ct.

Mailing Address

Gaston, SC 29053

City/State Zip Code + 4

803 683-6924

()

Phone number

()

Fax number

Billy Meadows

Primary Contact Name

Secondary Contact Name

billy.meadows@equipmentsshare.com

Primary Contact Email Address

Secondary Contact Email Address

47-2405753

V018639

Federal ID #

Vendor #

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

Barnhill's Services Inc.

Company Name

1022 Two Notch Road, Lexington, SC 29073

Physical Address

1022 Two Notch Road

Mailing Address

Lexington, SC 29073

City/State Zip Code + 4

803 618-3600

()
Phone number()
Fax number

Primary Contact Name

orders@barnhillsservices.com

Secondary Contact Name

Primary Contact Email Address

46-2259924

Secondary Contact Email Address

V014641

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #



MEETING DATE: May 6, 2025

DEPARTMENT: Engineering Department

FROM: *Dana Higgins, Director of Engineering*

SUBJECT: Council is asked to approve a Memorandum of Agreement for Utility Relocation: Arcadia Lakes Drive East Bridge over Cary's Lake Dam, as requested by Columbia Water. Award to SCDOT in the amount of \$92,671.48.

REQUISITION NO.: R233465

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water Capital Projects - Utility Conflicts (5529999-WM335522-658650). The original budget amount is \$92,671.48.

CLEAN WATER 2020?: No

ATTACHMENTS:

- **#a:** WM4512 Arcadia Lakes Drive East Utility Relocation SCDOT Project (PDF)

MEMORANDUM OF AGREEMENT

For In-Contract Utility Relocation

Columbia Water

Water Line Relocation

S-1575 (Arcadia Lakes Drive East) Bridge over Cary's Lake Dam (DR-4241) in Richland County

SCDOT Project ID P037149

This Agreement is made this ____ day of _____, 20____ by and between the South Carolina Department of Transportation (hereinafter referred to as "**SCDOT**") and the Columbia Water (hereinafter referred to as "**UTILITY**") (collectively "the Parties") to ensure the successful completion of the public water and/or sewer facilities relocation for the below described Project:

This document is to serve as a Memorandum of Agreement as to the specific responsibilities of **UTILITY** and **SCDOT** in completing this Project and associated Utility Work.

Section I – Definitions

1. The term "Project" shall refer to **SCDOT**'s Project along Arcadia Lakes Drive East Drive in Richland County.
2. The term "Utility Work" shall refer to an adjustment necessitated by **SCDOT**'s Project of a public water system or public sewer system facility by removing and reinstalling the facility; a move, rearrangement, or change of the type of existing facilities; necessary safety and protective measures; or the construction of a replacement facility that is both functionally equivalent to, but not including any betterment of, the existing facility that is necessary for the continuous operation of the system's service.
3. The term "Substantial Completion" shall mean, for the purposes of this Agreement, the date on which any portion of the new water and sewer facilities are installed, inspected, tested, and placed into service according to plans provided by **UTILITY**.
4. The term "Final Acceptance" shall mean, for the purposes of this Agreement, the date beyond Substantial Completion on which any portion of the new water and sewer facilities has been placed into service, switch-over of services has been completed, old facilities have been disconnected and demolished, record drawings have been submitted by **SCDOT**'s contractor and approved by **UTILITY**, and **SCDOT**'s contractor has certified the construction and received a permit to operate from SCDHEC.

Section II - Agreements by the Parties

1. The Utility Work shall be included in **SCDOT**'s contract for the construction of the Project.
2. The Utility Work shall be performed by a contractor approved by **UTILITY** and licensed and qualified to perform the Utility Work. **SCDOT**'s contractor will select the contractor to perform

the Utility Work from **UTILITY**'s list of preferred contractors. In the event the preferred contractors are not available, **SCDOT** will obtain written concurrence from **UTILITY** regarding the contractor selected to perform the Utility Work.

Section III - Funding

1. **SCDOT** shall be responsible for the cost of utility relocations where prior rights exist in accordance with SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way" and 23 CFR 645A. Additionally, pursuant to SC Code § 57-5-880, SCDOT shall bear all of the relocation costs, including design costs, up to four percent of the original construction bid amount of the Project. Should more than one large public water utility or large public sewer utility be required to relocate due to the Project, the total cost share of up to four percent will be divided pro rata among the large public water or large public sewer utilities required to relocate.
2. **UTILITY** is responsible for the cost of any betterments.
3. **SCDOT** estimates the original construction bid amount to be \$5,060,000.00. Four percent of this estimate is \$202,400.00, which is the maximum amount **SCDOT** will contribute to non-prior rights Utility Work. This amount shall be divided pro rata among two large public water or sewer utilities. The pro ration shall be based on the estimates provided by all eligible large public water or sewer utilities with Utility Work associated with the Project.
4. **UTILITY** estimates the total cost of the Utility Work to be \$180,169.00, with such costs to be allocated as follows:
 - a. **SCDOT**'s share is estimated at \$87,497.52. This consists of:
 - i. **Prior Rights** estimated at \$0.00
 - ii. Pro-rated share (43.23%) of total **Non-Prior Rights** estimated at \$87,497.52
5. **UTILITY**'s share is estimated at \$92,671.48.
6. In accordance with its procurement practices and procedures, **SCDOT** will solicit bids for the construction of the Project, including the Utility Work, and will award the **SCDOT** contract to the contractor with the lowest qualified bid for the overall work of the Project.
7. **SCDOT** shall notify **UTILITY** in writing as to the cost of the Utility Work included in the awarded **SCDOT** contract.
8. **SCDOT**'s share identified in 4.a. above shall be the maximum amount payable by **SCDOT** for the Utility Work. Any amount over this shall be the responsibility of **UTILITY**.
9. If the Utility Work contains any betterments, work that is not an eligible cost under SC Code § 57-5-880, or if the cost exceeds **SCDOT**'s maximum contribution, **SCDOT** will invoice **UTILITY** for that amount. **UTILITY** shall remit the invoiced amount to **SCDOT** within 30 days of receipt of the invoice. Any payment due must be received by **SCDOT** prior to execution of the construction contract.

Section IV – SCDOT's Responsibilities

1. Include the Utility Work in **SCDOT**'s contract for the construction of the Project.
2. **SCDOT** will provide **SCDOT**'s contractor with all documents provided to **SCDOT** by **UTILITY**.

3. Allow **UTILITY** or **UTILITY's** Consulting Engineer and/or Inspector full access to the site when the Utility Work is underway.
4. Provide contractor's pay requests related to the Utility Work prior to payment and any change orders which affect the cost of the Utility Work.
5. **SCDOT** will require that the contractor coordinate the sequencing of waterline relocation, testing, and placing into service with **UTILITY** to ensure that the existing line remains in service until all tests and approvals are in place and provided to **UTILITY** to place the new line segments into service. At no time during construction shall the existing segments that are being relocated be taken out of service until the new lines are placed into service. This is necessary to avoid interruption of service to customers along the Project route.
6. As part of the Construction Contract, **SCDOT** will require the contractor performing the Utility Work to obtain and maintain in place for the duration of the Utility Work those insurance policies required by **UTILITY**. Insurance policies shall name **UTILITY** as an additional insured and copies shall be provided to **UTILITY** by contractor.
7. **UTILITY** will include a requirement in the Specifications for the contractor to warranty the improvements for two year after final acceptance. As part of the Construction Contract, **SCDOT** will require the contractor to include this in their bid. Final acceptance occurs when the new waterline has been completely installed, inspected, placed into service as shown in **UTILITY's** design documents, and record drawings are received and approved by **UTILITY**.
8. **SCDOT** shall allow **UTILITY** time to inspect recovered materials from the permanent facility prior to disposal by sale or scrap. This requirement will be satisfied by **SCDOT** giving notice to **UTILITY** of the time and place the materials will be available for inspection. **UTILITY** shall have the right to inspect all recovered materials from the waterline removal (ex.: water valves, fire hydrants, pipe).
9. If **UTILITY** elects to retrieve the recovered materials, there will be no cost associated with doing so. **UTILITY** shall be responsible for removal from the inspection site. If **UTILITY** elects to not retrieve the recovered materials, **SCDOT** may sell them for scrap or allow the contractor to do so.
10. **SCDOT** shall provide written approval to **UTILITY** that a constructability review of its relocation plans was completed and approved by **SCDOT** staff.

Section V – **UTILITY's** Responsibilities

1. Apply for and receive all necessary permits (including Construction Permit Application Water/Wastewater Facilities through DES) for the Utility Work. The cost of these permits shall be reimbursable by **SCDOT** according to the terms of this Agreement.
2. Provide all engineering design services, sealed construction plans and specifications, bid tab sheet, itemized estimated cost, and a list of preferred contractors (minimum of 3) to meet **SCDOT's** letting schedule for the Project. These costs shall be reimbursable by **SCDOT** according to the terms of this Agreement.
3. If construction plans and specifications provided by **UTILITY** are found to be inaccurate due to errors or omissions, **UTILITY** shall be responsible for any resulting damages, including delay damages and the costs attributable to such delays.

4. **UTILITY** must meet the bidding and construction schedule established by **SCDOT**. All documents necessary must be provided by **UTILITY** to **SCDOT** at least 180 days prior to receipt of bids for the Project. If the Project is under an accelerated schedule, **SCDOT** shall notify **UTILITY** of the date by which the documents must be provided.
5. Failure to meet the bidding and construction schedule requirements shall result in **UTILITY** having to bear all relocation costs for non-prior rights sections of the Project and will subject **UTILITY** to liability for Project delays.
6. **UTILITY** shall maintain the right to request a stop work order from **SCDOT** in the event **SCDOT's** contractor or the utility contractor fails to correctly install any portion of the water or sewer lines as outlined in the specifications, standards, and plans submitted by **UTILITY**.

Section VI – General Conditions

1. **SCDOT** shall have final approval on the location of all **UTILITY's** facilities within **SCDOT** right-of-way.
2. All work covered under this Agreement and performed by **SCDOT's** contractor shall be performed within **SCDOT** right-of-way or within **UTILITY's** acquired easements, as coordinated with and approved by **SCDOT**.
3. Upon substantial completion of the Utility Work, or any specific portion thereof, in accordance with the **UTILITY's** plans and specifications, **UTILITY** will assume sole and complete responsibility for the new facility. For purposes of this Agreement, **UTILITY** will be considered to have accepted the Utility Work, or any specific portion thereof, by assuming control of the Utility Work and commencing to utilize it.
4. Following final acceptance, **UTILITY** will have sole responsibility for the operation and maintenance of the Utility Work and sole liability for any claims made by third-parties that arise from the design, construction, operation, or maintenance of the Utility Work in its entirety or the portion that has been accepted.
5. Following final acceptance, **UTILITY** assumes any and all liability for accidents or injuries to persons, or damage to property (including the highway) that may be caused by the maintenance, use, moving, or removing of the water and/or sewer line and related appurtenances constituting the Utility Work as described herein.
6. Prior rights will remain in locations where prior rights currently exist. This Agreement shall not grant prior rights in locations where they do not currently exist.
7. Where **UTILITY** is on **SCDOT** right-of-way by encroachment, **UTILITY** agrees that if, in the opinion of **SCDOT's** Deputy Secretary of Engineering, it should ever become necessary to move or remove the Utility Work, including any future modifications thereto, on account of the change in locations of the highway, widening of the highway, or for any other sufficient reason, such moving or removing shall be done on demand of **SCDOT** at **UTILITY's** expense.
8. **UTILITY** shall agree to hold consultations with **SCDOT** as may be necessary with regard to the execution of supplements to this Agreement during the course of the Project for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplemental agreements shall be subject to the approval and proper execution of the Parties

hereto. No amendment to this Agreement shall be effective or binding on any Party hereto unless such amendment has been agreed to in writing by all Parties hereto.

Section VII – Counterparts

This Agreement may be executed in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

[Signature blocks on next page]

MOA 34-25

In-Contract Utility Relocation of
Multi Large Public Water and/or Sewer Facilities – City of Columbia
SCDOT Project ID P037149

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and sealed by their authorized representatives.

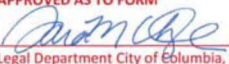
SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

CITY OF COLUMBIA

BY: _____

Title: _____

WITNESS

APPROVED AS TO FORM

Legal Department City of Columbia, SC
4/3/2025

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

BY: _____

Deputy Secretary for Finance and Administration
or Designee

WITNESS

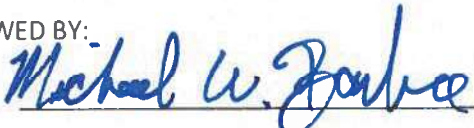
JPM RECOMMENDED BY:



Deputy Secretary of Engineering or Designee

QMN

REVIEWED BY:



Director of Right of Way



CITY OF COLUMBIA
INTER-OFFICE MEMO
ENGINEERING DEPARTMENT

MEETING DATE: April 7, 2025

DEPARTMENT: Engineering

FROM: Dana Higgins, Director of Engineering

SUBJECT: CIP WM4512 Arcadia Lakes Drive East Bridge over Cary's Lake Dam Water Relocation Project; Richland County (Water Utility Conflicts)

FINANCIAL IMPACT: This work will be funded through the water improvement fund from FY 24/25 CIP WM335522 – Utility Conflicts. The original budgeted amount for this project is \$92,671.00.

ORIGINAL BUDGET: N/A

CLEAN WATER 2020: No

STRATEGIC GOALS: Invest in Infrastructure

SCDOT has determined there are conflicts between the City of Columbia's water infrastructure and their bridge and roadway improvement project, Arcadia Lakes E. over Cary's Dam project. This project is a Design/Build project.

SCDOT is proposing to enter into a utility agreement for this project with the City of Columbia to relocate approximately 61 feet of 6-inch waterline and fire hydrants. SCDOT proposed improvements include bridge installation, road improvements, storm drainage and paving.

Due to these proposed improvements, it is necessary for the City of Columbia to relocate an estimated 61 linear feet of waterline and appurtenances. The City does not have Prior Rights. SCDOT will bear the costs related to relocating water main lines impacted by this phase of the project, including, but not limited to, design, engineering, permitting, removal, installation, inspection, materials, and labor costs, up to four (4%) of the original construction bid amount of the project, in accordance with SC Code Section 57-5-880.

Based on the scope of work involved, it is recommended this Agreement be considered for approval. Enclosed you will find SCDOT's Memorandum of Agreement (COC Legal

Department Approved), relocation plans and Tear Sheet for your review. If approved, the City Managers signature is requested.

The Director of Engineering recommends approval of this Agreement.

ATTACHEMENTS:

See PDF's

WM4512 – Arcadia Lakes Drive East Bridge over Cary's Lake Dam Water Relocations.

Project Description:

South Carolina Department of Transportation (SCDOT) has determined there are conflicts between the City of Columbia's water utilities and their bridge and roadway improvement project, Arcadia Lakes Drive East Bridge over Cary's Dam. The bridge project is a safety and maintenance improvement project. The scope of this project includes relocating approximately 61 LF of 6-inch water main and appurtenances, construction observation and inspection.



Objectives: In-Contract relocation of City water lines and appurtenance's within the project area

Project Type: Construction/Relocation

Council District: Out of City Limits – Richland County

Project Funding: The current amount of funding is \$92,671.48.

Current Project Status: SCDOT Letting (Bid) Phase.

Project Contacts: John Hilbert
Utility Relocation Project Manager 803.545.3283
john.hilbert@columbiasc.gov

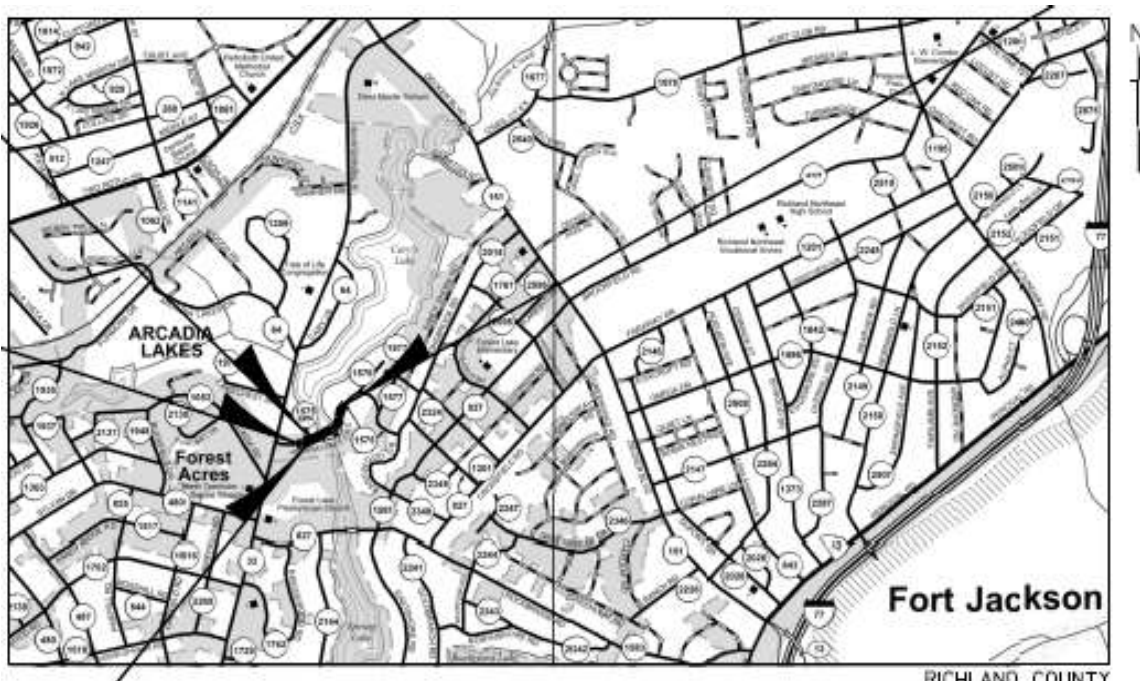


Figure 1 Arcadia Lakes Drive East Bridge over Cary's Lake Site

MAYOR
DANIEL J. RICKENMANN

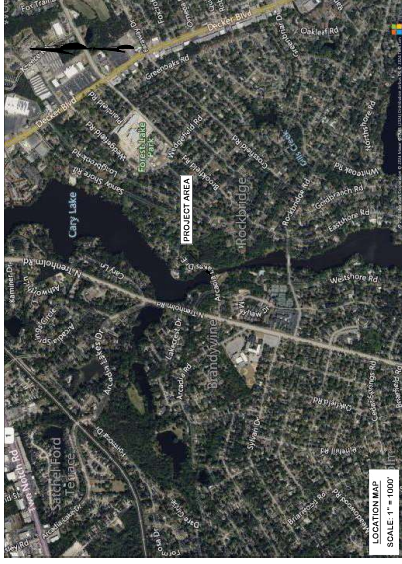
CITY COUNCIL
EDWARD H. McDOWELL, JR.
WILL BRENNAN
DR. ADITI BUSSELLS
TINA N. HERBERT
PETER M. BROWN
TYLER D. BAILEY

CITY MANAGER
TERESA B. WILSON

ASSISTANT CITY MANAGER
CLINT SHEALY, P.E.

DIRECTOR OF DEPARTMENT
OF ENGINEERING
DANA R. HIGGINS, P.E.

DIRECTOR OF UTILITY
OPERATIONS
FRANK ESKRIDGE, P.E.



WM4512 ARCADIA LAKES DRIVE EAST UTILITY RELOCATIONS SCDOT PROJECT P037149

PREPARED FOR:
CITY OF COLUMBIA
1136 WASHINGTON STREET
COLUMBIA, SC 29201

DECEMBER 2024
ISSUED FOR 100%
DESIGN AND BIDDING

DRAWING INDEX	
COVER	C0.01
LEGEND & GENERAL NOTES	C0.02
CONSTRUCTION ACCESS & EROSION CONTROL	C1.01
PLAN & PROFILE	C2.01 - C2.02
CONSTRUCTION DETAILS	C3.01 - C3.02
SEDIMENT & EROSION CONTROL DETAILS	C3.03
MISCELLANEOUS DETAILS	C3.04

REVISION HISTORY	
No.	Description
A	ISSUED FOR 60% DESIGN
B	ISSUED FOR 80% DESIGN
C	ISSUED FOR 100% DESIGN



Michael Baker
INTERNATIONAL
MBI PROJECT # 180647-09



LEGEND/SYMBOLS

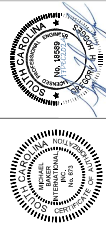
EXIST. SANITARY SEWER MH	
TRAILINE	
RIGHT OF WAY	
DOUBLE ROW OF SILT FENCE	
WETLAND	
TOP OF BANK	
BOTTOM OF BANK	
PROPERTY LINE	
EXISTING EASEMENT	
PROPOSED PERMANENT EASEMENT	
PROPOSED TEMPORARY EASEMENT	
LIMITS OF DISTURBANCE	
MAJOR CONTOUR	
MINOR CONTOUR	
ABANDONMENT	
EXISTING GRAVITY SEWER	
PROP. FIRE HYDRANT	
PROP. GATE VALVE	
PROP. TEE	

1



City of Columbia
1136 Washington Street
Columbia, South Carolina 29201

Michael Baker
INTERNATIONAL
Michael Baker International, Inc.
700 Hugor Street
Columbia, South Carolina 29201



Project No. KTC
180447-09

Sheet No. C2.01

Scale: 1"=20' HORIZONTAL

AS NOTED

WM4572 - P037149

Water Services

C2.01

PLAN VIEW

ARCADIA LAKES DRIVE EAST
WATER MAIN RELOCATIONS

Sheet No. C2.01

Scale: 1"=20' HORIZONTAL

AS NOTED

WM4572 - P037149

Water Services

C2.01

PLAN VIEW

ARCADIA LAKES DRIVE EAST
WATER MAIN RELOCATIONS

Sheet No. C2.01

Scale: 1"=20' HORIZONTAL

AS NOTED

WM4572 - P037149

Water Services

C2.01

PLAN VIEW

ARCADIA LAKES DRIVE EAST
WATER MAIN RELOCATIONS

Sheet No. C2.01

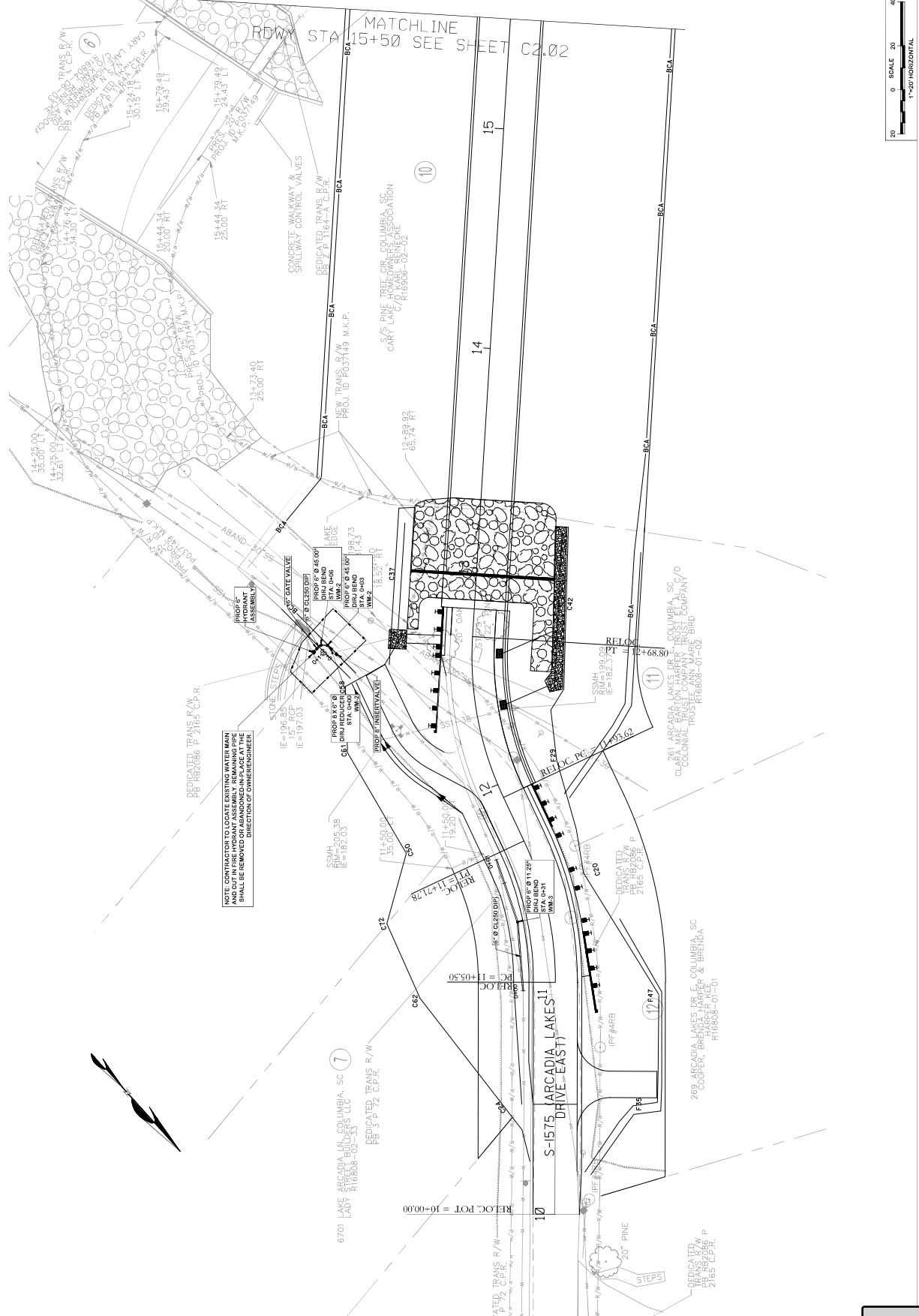
Scale: 1"=20' HORIZONTAL

AS NOTED

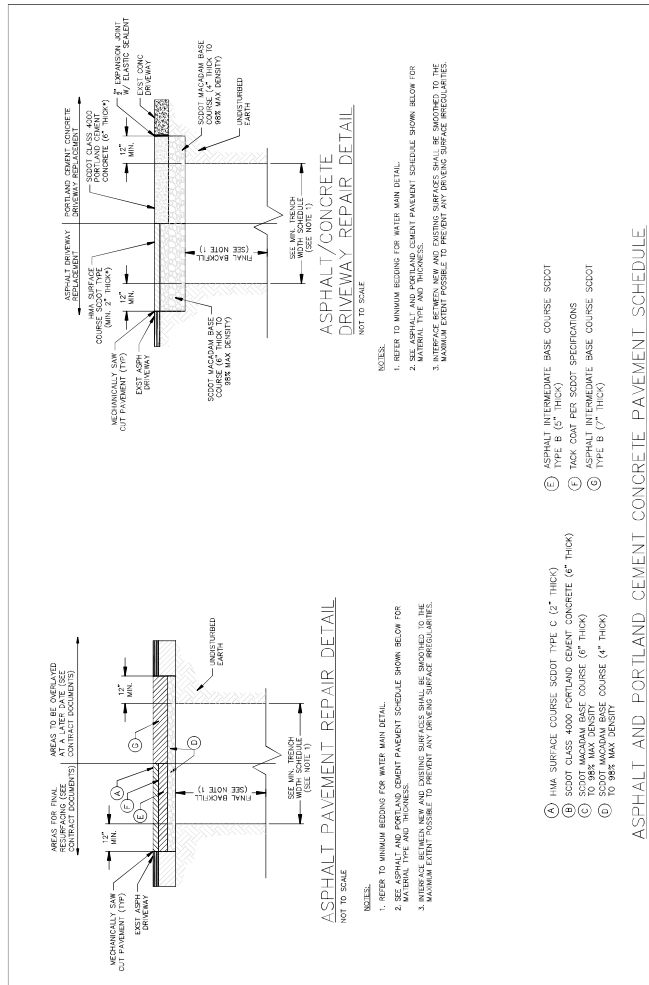
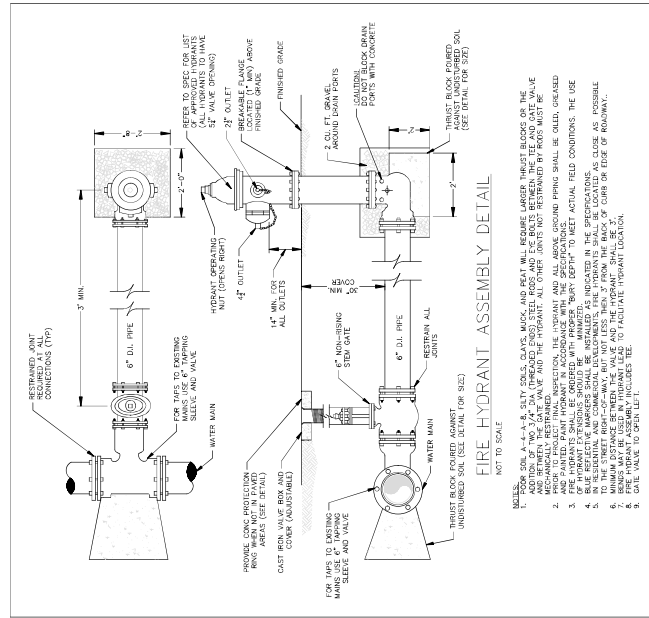
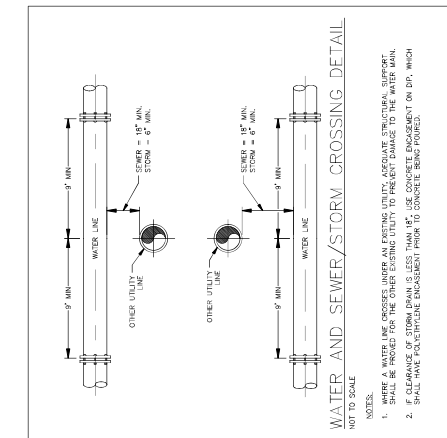
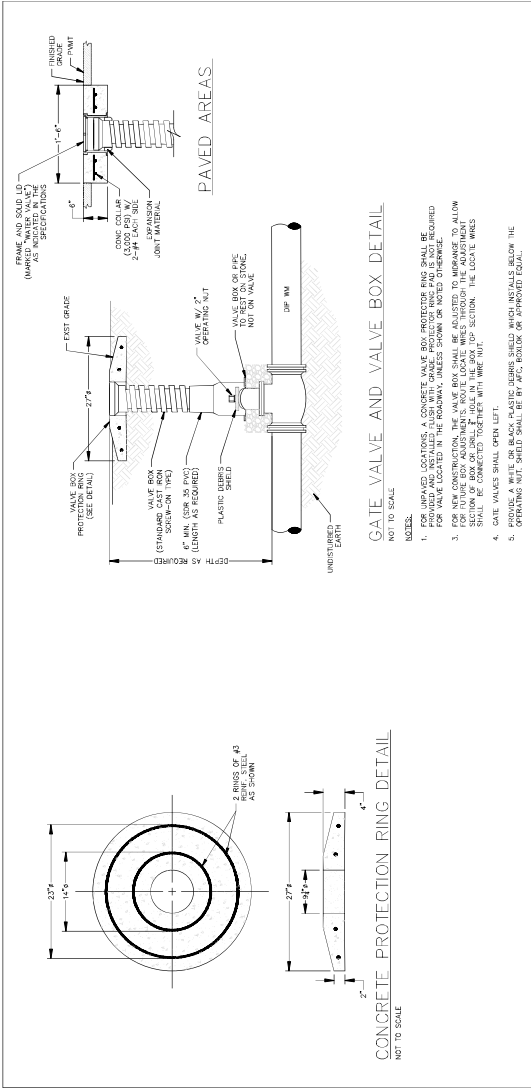
WM4572 - P037149

Water Services

C2.01







ASPHALT AND PORTLAND CEMENT CONCRETE PAVEMENT SCHEDULE

- (A) ASPHALT INTERMEDIATE BASE COURSE SCOT
- (B) 3" MAXIMUM BASE COURSE (6" THICK)
- (C) SCOT CLASS 4000 PORTLAND CEMENT CONCRETE (6" THICK)
- (D) SCOT CLASS 4000 PORTLAND CEMENT CONCRETE (6" THICK)
- (E) SCOT CLASS 4000 PORTLAND CEMENT CONCRETE (6" THICK)
- (F) SCOT CLASS 4000 PORTLAND CEMENT CONCRETE (6" THICK)
- (G) SCOT CLASS 4000 PORTLAND CEMENT CONCRETE (6" THICK)
- (H) SCOT CLASS 4000 PORTLAND CEMENT CONCRETE (6" THICK)
- (I) SCOT CLASS 4000 PORTLAND CEMENT CONCRETE (6" THICK)
- (J) SCOT CLASS 4000 PORTLAND CEMENT CONCRETE (6" THICK)

- (A) ASPHALT INTERMEDIATE BASE COURSE SCOT
- (B) 3" MAXIMUM BASE COURSE (6" THICK)
- (C) SCOT CLASS 4000 PORTLAND CEMENT CONCRETE (6" THICK)
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- (I) SCOT CLASS 4000 PORTLAND CEMENT CONCRETE (6" THICK)
- (J) SCOT CLASS 4000 PORTLAND CEMENT CONCRETE (6" THICK)

ARCADIA LAKES DRIVE EAST
WATER MAIN RELOCATIONS

CONSTRUCTION DETAILS

AS NOTED
C3.01

Columbia, South Carolina 29201



MISCELLANEOUS DETAILS

Drawing Number: **C3.04**



MEETING DATE: May 6, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Contract for Hurricane Helene Debris Grinding Services, as requested by the Solid Waste Division on March 10, 2025. Award to L-J, Inc. in an amount not to exceed \$184,841.29. The initial term of the contract will take effect upon issuance of Notice to Proceed with an end date approximately 45 days from commencement. This vendor is located in Cayce, SC.

REQUISITION NO.: R233079

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Solid Waste Storm Debris - Special Projects (2534402-638500). The original budget amount is \$184,841.29.

CLEAN WATER 2020?: No

Six (6) vendor responses were received for BID035-24-25-HAR Hurricane Helene Debris Grinding at 123 Humane Lane, Columbia, SC. L-J, Inc. was the lowest responsive bidder.

ATTACHMENTS:

- **#a:** Hurricane Helene Debris Grinding Memo Letter (PDF)
- **#b:** The Official Bid Tabulation (PDF)
- **#c:** Approved Signed BID035-24-25-HAR Contract (PDF)



Public Works Department

INTEROFFICE MEMORANDUM

TO: MS. TERESA WILSON, CITY MANAGER
FROM: SAMANTHA YAGER, SOLID WASTE SUPERINTENDENT
SUBJECT: RECOMMENDATION FOR APPROVAL- L-J, INC. DEBRIS GRINDING
DATE: 4/30/2025

The Solid Waste Division respectfully request your review and approval of the contract for Hurricane Helene Debris Grinding services that will be provided by L-J, Inc. as the lowest bidder.

The purpose of this project to grind and haul approximately 30,000 yards of storm debris collected by the Solid Waste Division in the aftermath of Hurricane Helene. The services performed in the scope of working include grinding, hauling and recycling the material. L-J, Inc. has submitted an acceptable final disposition by recycling the material at International Paper.

Per FEMA and State of South Carolina regulations, the work must be completed by June 29, 2025. If the work is not completed by the deadline, reimbursement funding will not be approved.

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

Event Number	BID035-24-25-HAR Addendum 1	Organization	City of Columbia, SC
Event Title	Hurricane Helene Debris Grinding	Workgroup	Purchasing
Event Description	Grinding, Hauling and Final Disposition of St	Event Owner	Harold Reed
Event Type	IFBs	Email	harold.reed@columbiasc.gov
Issue Date	3/14/2025 04:30:03 PM (ET)	Phone	803 (862) 4893
Close Date	4/11/2025 12:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
L-J, Inc.	Cayce	SC	4/10/2025 04:16:00 PM (ET)	1	\$184,841.29
CompostNow Inc. (CompostNov Raleigh		NC	4/10/2025 01:14:16 PM (ET)	1	\$189,000.00
Carolina Landscape Supplies (Kri Pageland		SC	4/4/2025 11:09:16 AM (ET)	1	\$240,899.71
mcclam & associates inc	little mountain	SC	4/11/2025 08:33:46 AM (ET)	1	\$329,987.15
TFR Enterprises, Inc	Leander	TX	4/10/2025 03:03:18 PM (ET)	1	\$363,600.00
TDR Underground, Inc.	Monroe	WI	3/26/2025 03:49:21 PM (ET)	1	\$454,527.90

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

OFFICIAL BID TABULATION



CONTRACT FOR GOODS and/or SERVICES

This Contract is being awarded under BID035-24-25-HAR.

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 L-J Inc, with legal address and principal place of business at 615 Knox Abbott Drive Suite 200, Cayce, SC, 29033 (hereinafter referred to as the "Contractor"), to provide Hurricane Helene Debris Grinding services.

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

1. **SCOPE OF GOODS AND/OR SERVICES** – Upon written notification by the City to proceed, the Contractor shall provide the goods and/or services more fully described in Exhibit A & Exhibit B.
2. **SUPPLEMENTAL OR ADDITIONAL GOODS AND/OR SERVICES** – The City may require supplemental or additional goods and/or services of the Contractor or recommended by the Contractor and approved by the City in writing.

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

TERM OF CONTRACT – The initial contract term is anticipated to begin May, 2025, with an end date set for forty five (45) days from commencement.

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

The Contractor agrees that the Goods and/or services shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the period of performance stated above. It is expressly understood and agreed, by and between Contractor and Owner, that the period of performance is reasonable for the completion of the goods and/or

services outlined herein.

3. **TERMINATION** - The City may terminate the contract at any time upon any of the following grounds: 1) Failure by the City to appropriate funds in its budget to pay the respondent for the requested service; 2) The respondent fails to perform any of the goods and/or services required in the contract, and does not correct such deficiency within fifteen (15) days after having been notified of such deficiency by the City; 3) force majeure; 4) Upon expiration of the term of the agreement; 5) by mutual agreement; and 6) For the convenience of the City, at the City's discretion, for any reason whatsoever deemed to be in the best interests of the City.

In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor shall be entitled to payment as follows: the actual cost of the work completed in conformity with the agreement plus ten percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Vendor prior to the date of termination of the agreement. The Vendor shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

4. **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, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.
5. **SCHEDULE FOR COMPLETION OF GOODS AND/OR SERVICES** - The Contractor shall complete any and all goods and/or services performed under this Contract under the direction of the Solid Waste Division.
6. **COMPENSATION** - (Exhibit C)
 - A. The compensation to be paid by the City to the Contractor under this Agreement, shall not exceed One Hundred Eighty Four Thousand, Eight Hundred Forty One Dollars and Twenty Nine Cents (184,841.29).
 - B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C.

29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

- C. ☐ Annual Cost Adjustment 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.
- D. ☐ 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. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO BID035-24-25-HAR.**

Contractor agrees, under the terms as outlined in the Scope of Goods and/or services and at his/her/their own proper cost and expense, to furnish all the materials, supplies, equipment, labor, insurance and any other accessories, items and/or goods and/or services necessary to complete the said project.

8. **MISCELLANEOUS**

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Contractor.
- B. The Contractor shall be responsible for performance of all goods and/or services required by this Agreement. The Contractor does not act as the City's agent or employee.
- C. The Contractor will not assign or sublet its obligations to perform the goods and/or services required by this Agreement without the written consent of the City. The Contractor shall be as fully responsible to the City for the acts and omission of its Subcontractors, as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall furnish and its Subcontractors shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Contractor 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 Contractor.
- F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend

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

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

- G. The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Contractor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 - 1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 - 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 - 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

"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 Contractor 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 Contractor 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 Contractor operations, including, but not limited to the Contractor 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 goods and/or services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Agreement are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

CITY OF COLUMBIA, SOUTH CAROLINA

Date: _____

Date: _____

4/25/2025

List of Exhibits

Exhibit A – Scope of Work

Exhibit B – Site Maps

Exhibit C – Cost Sheet (Compensation)

EXHIBIT A – SCOPE OF WORK**Compost Grinding Services**

It is the City of Columbia's intent to grind approximately 30,000 cubic yards of storm debris collected from Hurricane Helene. The material is clean wood waste and is separated into three windrows at the City's Compost Facility, located at 121 Humane Ln. Columbia, SC 29209.

1. The contractor will grind all three windrows to include stumps and logs.
2. Contractor will be required to work with end user contractor to allow for all ground material to be recycled. Grinding contractor will be responsible to move material away from grinding operation.
3. The Contractor will be responsible for hauling off all ground material.
4. The Contractor must provide the City of Columbia with the final disposition of the ground material per FEMA and State of South Carolina disaster recovery rules.
5. All work must be completed within 45 days of the bid award.
6. The Contractor must submit lump sum pricing per windrow.
7. The Contractor⁴ must use a 3-inch screen for all ground material.
8. Contractor must contain contaminants that may be in the windrow
9. The City will haul off any contaminants from grinding.
10. All material to be ground is labeled on-site.

EXHIBIT B – SITE MAPS

Pile 1- 196.1(L)x15.6(H)x86.2(W) ft.
9,766.65 cu. yd.



Pile 2- 292(L)x15.7(H)x54.3(W) ft.
9,219.74 cu. yd.



Pile 3- 308.9(L)x15.1(H)x65.5(W) ft.
11,315.46 cu. yd.



EXHIBIT C – COST SHEET (COMPENSTATION)**Hurricane Helene Debris Grinding (Piles 1-3)****Pile 1** Per Cubic Yard: \$ 6.10Extended Cost: \$ 59,576.57**Pile 2** Per Cubic Yard: \$ 6.10Extended Cost: \$ 56,240.41**Pile 3** Per Cubic Yard: \$ 6.10Extended Cost: \$ 69,024.31

Total Combined Extended Cost (Piles 1-3) \$ 184,841.29

Additional Grinding Price Per Cubic Yard: \$ 6.75
(Not Included in Total Combined Extended Cost)



MEETING DATE: May 6, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve Contract Change Order#1 for Project SS7565; Lower Kinley Creek Sewer Improvements, as requested by Columbia Water on April 14, 2025. Award to McClam and Associates, Inc., in an amount not to exceed \$1,006,747.50. The current term of the contract ends on May 14, 2026 and this change order extends the contract to September 21, 2026. This firm is located in Little Mountain, SC.

REQUISITION NO.: R227337

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - Lower Kinley Creek Sewer Improvements - Capital Projects Costs (5529999-SS756501-658650). The current budget amount is \$11,795,072.30. The budget amount for this change order is \$1,006,747.50. The revised budget amount is \$12,801,819.80.

BUSINESS PROGRAM: Columbia Disadvantaged Business Enterprise Program

CLEAN WATER 2020?: No

FOCUS AREAS: Built Infrastructure

PURPOSE:

The prime contractor, McClam & Associates, will provide additional services for rock removal and subcontractor coordination at 33.95% (\$341,747.50) of the amendment amount.

The following subcontractor/supplier will provide additional services/supplies:

Horizontal Unlimited located in Westminster, SC, will be providing rock bores at 66.05% (\$665,000.00) of the amendment amount.

ATTACHMENTS:

- **#a:** PM MT Memo SS7565 CO1 (PDF)
- **#b:** SS7565 - PO Mod Lower Kinley Creek Sewer Imp. _ McClam P206820 (PDF)
- **#c:** OBO_MT Memo Item SS7565 Lower Kinley Creek Sewer Improvements Project (PDF)
- **#d:** SS7565 - LKC - CO#1 Pkg. _ Lower Kinley Creek Sewer Imp. _ McClam P206820 (PDF)
- **#e:** SS7565 CO#1 LKC Sewer Location Map (PDF)



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

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

DATE: May 6, 2025

Subject: Recommendation for Approval
Construction Contract Change Order No. 1 – McClam & Associates Inc.
SS7565 – Lower Kinley Creek Sewer Improvements

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the Construction Contract Change Order No. 1 with McClam & Associates, Inc. to provide funding for unanticipated rock mitigation on the Lower Kinley Creek Sewer Improvements project. The amount of this Change Order is \$1,006,747.50. The scope of this Change Order results in two rock bores underneath critical transportation infrastructure, additional rock removal, and a construction contract time extension of 130 days.

The purpose of this project is to provide the necessary sewer capacity for existing and projected growth in the Kinley Creek sub-basin from the Whitehall neighborhood just west of Piney Grove Road to the Saluda River Pump Station. As part of the larger objective, the project contributes to providing the necessary overall sewer capacity for the Saluda River basin. In support of environmental and regulatory compliance, the project contributes to sanitary sewer overflow reduction by enabling this portion of the sewer system to accommodate the design peak storm flows for existing and future development.

This is a CDBE & LBE project with a 9% goal. This Construction Contract Change Order has received OBO approval.



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

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

From: Ayesha Driggers, Director
Office of Business Opportunities

Date: April 29, 2025

Subject: Change Order No. 1- Lower Kinley Creek Sewer Improvements Project (SS7565)
CDBE

McClam & Associates, Inc. exceeded the 9% CDBE goal with 10.25% participation and was deemed to be in compliance with the City's CDBE policy. The services associated with this change order were not in the original scope of work and considered unforeseen work.

Rocks were unexpectedly encountered in the bore, requiring a complex operation to construct a 54-inch rock tunnel as part of the project. The CDBEs on the project are not capable to perform this scope of work. As a result, the CDBE participation on this change order is 0% and the CDBE participation for the overall project will be 9.37%. Please see the attached CDBE Change Order Form.

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



CIP # SS7565
Lower Kinley Creek Sewer Improvements
Change Order # 1
PO# P206820
March 24, 2025

Description of Change: A modification of the Contract Agreement between the City of Columbia (City) and McClam & Associates, Inc. (Contractor) is requested to compensate the Contractor for additional work.

Reason for Change: Due to unforeseen conditions described in Change Order Proposal 01 and Change Order Proposal 02 the Contractor has requested the following:

COP 01 – CSX Additional Jack and Bore Services

- Due to unforeseen rock conditions the Contractor is requesting additional services to perform the Jack & Bore under the CSX railroad. These additional services include adjustments to the boring method, rental of rock hammer, additional trucking, additional CSX flagging operations, allowed overhead and profit, and demobilization. The Contractor will utilize the same subcontractor to perform this work. See attached for COP 01 from McClam & Associates.

COP 02 – St. Andrews Road Additional Services

- The Contractor is requesting additional services to perform the Jack & Bore under St. Andrews Road, an SCDOT roadway. These additional services include adjustments to the boring method, rental of rock hammer, additional trucking, and allowed overhead and profit. Additionally, the COP 02 indicates a negotiated rate to perform these services. The Contractor will utilize the same subcontractor to perform this work. See attached for COP 02 from McClam & Associates.

Time Extension Request

- Due to the delays from the unforeseen conditions encountered McClam & Associates is requesting an additional 130 calendar days for the completion of the project.

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

Funding Source: 5529999-SS756501-658650

Additions

COP 01–CSX Additional Jack and Bore Scope:(1 LS @ \$807,625.00)	\$ 807,625.00
COP 02–St. Andrews Road Additional Jack and Bore Scope:(1 LS @ \$199,122.50)	\$ 199,122.50
TOTAL ADDITIONS:	\$ 1,006,747.50

CIP # SS7565
Change Order # 1
Page 2

Proposed Change and Basis for Payment

Owner's Contingency Authorizations

Original Allowance Total:	\$ 1,072,279.30
Previous Contingency Authorizations (Decrease):	\$ 611,611.50
This change:	\$ 0.00
Revised Owner's Contingency Authorizations:	\$ 460,667.80

Proposed Change and Basis for Payment

Original Contract Price:	\$ 10,722,793.00
Previous Change Orders:	\$ 0.00
This change: (Increase)	\$ 1,006,747.50
Revised Contract Price:	\$ 11,729,540.50

Contractual Completion Date:

Notice to Proceed: 10/21/2024
Scheduled Construction Completion Date: 05/14/2026
Scheduled Contract Completion Date: 11/10/2026
Revised Construction Completion Date: 09/21/2026 (Additional 130 days)
Revised Contract Completion Date: 03/20/2027 (Additional 130 days)

This Change is Acceptable:

McClam & Associates, Inc. By: cole mcclam
Title: Project manager

Recommended for Approval: K. Lawrence Westbury Construction Coordinator
K. Lawrence Westbury

Recommended for Approval: Richard Harrington Projects Administrator
Richard Harrington

Recommend for Approval: Andrea Bolling Assist. City Engineer for Construction
Andrea Bolling, PE

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

Approved: _____ City Manager
Teresa Wilson

APPROVED AS TO FORM

Amelia
Legal Department City of Columbia, SC

4/24/2025

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

OBO Verification	Contract/Change Order Amount	Prime Amount	Prime Percentage	CDBE Subcontractor Amounts	CDBE Subcontractor Percentages	All Other Subcontractor Amounts	All Other Subcontractor Percentages
Original Contract: *excluding contingency	\$ 10,722,793.00	\$ 9,069,668.00	84.58%	\$ 1,098,625.00	10.25%	\$ 554,500.00	5.17%
CO# 1:	\$ 1,006,747.50	\$ 341,747.50	33.95%	\$ 0	0%	\$ 665,000.00	66.05%
CO# 2:	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CO# :	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CO# :	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CO# :	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CO# :	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CO# :	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CO# :	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CO# :	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CO# :	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
This Change Order/Contract Amendment: (Increase)	\$ 1,006,747.50	\$ 341,747.50	33.95%	\$ 0	0%	\$ 665,000.00	66.05%
Revised Contract: *excluding contingency	\$ 11,729,540.50	\$ 9,411,415.50	80.24%	\$1,098,625.00	9.37%	\$1,219,500.00	10.39%

CDBE Project #/Name: Lower Kinley Creek Sewer Improvements **Original COC CDBE Goal on Project:** 9%
CO# / CA #: 01 (Ex: 01, 02) **Change Order / Amendment Amount:** \$ 1,006,747.50

Revised Scope of Work / Amendment Justification: Provided Below; or Attach (*Justification must include a statement as to why the services could not be completed under the current timeframe or approved funding*):
Change of conditions Rock found in bores that was not suppose to be there. please see change order for documentation. McClam will still remain above the 9% goal after this change.

Change Order/Amendment Type:

1. ☒ **Time Extension – New End Date:** 3/20/2027 (Please sign & return form if no cost)
2. ☒ **Funding Increase – Amount** (Please continue on to questions A, B, & C below)
3. ☐ **Funding Decrease – Amount** (Please continue on to questions A, B, & C below)

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

If yes, please list CDBE/DBE _____

- **Amount of Change Order/Amendment to be received by the CDBE:** \$ _____
- **Please indicate the services the CDBE will be providing for this change order/amendment (in box below):**

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

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

None at this time

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

there are not any capable as this is a very skilled and complex operation performing a 54" rock tunnel

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

EXECUTED by Cole McClam (Prime Firm) this 17 day of March 2025.

By: cole mcclam Title: Project manager

EXECUTED by Nicholas Hentz (L.A. Barrier & Son Inc.) (CDBE/DBE Firm) this 17th day of March 2025.

By: Nick Hentz Title: Estimating Manager

EXECUTED by Chao & Associates, Inc. (CDBE/DBE Firm) this 17th day of March 2025.

By: James Futher Title: Project Manager

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase and time extension change order. The original project contract amount was \$10,722,793.00. The original amount received by the CDBEs was \$1,098,625.00. The overall goal of 9% was exceeded at 10.25%. The CDBE goal of 9% or higher must be maintained throughout the duration of the project and is based on the total contract amount. The revised total contract amount is \$1,089,625.00 or 9.37% of the revised contract amount \$11,729,540.50, which includes the current and any change orders for this project. The CDBE will receive \$1,089,625.00 or 9.37% of the revised contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this 2nd day of April, 2025.

By: LaTonya B Germany Title: Program Compliance Specialist

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

3/9/2022

Page 2 of 2

20 0 2 20 0 04

March 24, 2025

Mr. Dillon Hodge
Project Manager
PO Box 147, Columbia, SC 29217

Re: **Change Order Proposal 01 and Change Order Proposal 02 for the
SS7565 – Lower Kinley Creek Sewer Improvements Project**

Mr. Hodge:

Weston & Sampson has received change order proposals from McClam & Associate, Inc. for the SS7565 – Lower Kinley Creek Sewer Improvements Project. Chang Order Proposal (COP) 01 was received on Feb. 13th, 2025 with latest revisions on Feb. 19th, 2025. COP 02 was received on Feb. 17th, 2025 with latest revisions on Feb. 19th, 2025. In response to COP 01 and COP 02 a Change of Work Directive (CWD) 01 was issued to McClam & Associates on Feb. 26th, 2025, see attached for CWD 01 which includes COP 01, COP 02, RFI 07, and RFI 08. CWD 01 was issued due to COP 01 needing a quick response to limit the cost implications and time delays from the unforeseen conditions. Below is a summary of COP 01 and COP 02 followed by a table for the requested compensation.

Change Order Proposal 01

Change Order Proposal (COP) 01 is requested due to unforeseen rock conditions encountered in the field. McClam provided RFI 07 and RFI 08 that indicated unforeseen rock conditions were encountered at different elevations than what was indicated in the geotechnical borings. In COP 01 McClam & Associates proposes to perform the jack and bore operation utilizing a rock bore instead of the soil bore. McClam indicated that different machines are required to perform the jack and bore and that additional time will be required to perform the rock bore. The lump sum price provided in the cost and time table are inclusive of McClam & Associates services to perform the jack and bore under the CSX railroad and includes the contractor changing the bore method to a rock bore, rental of rock hammer, additional trucking, additional CSX flagging operations, McClam's allowed overhead and profit, and a demobilization fee. In addition to the requested additional compensation, COP 01 includes a 130 day extension due to delays McClam has encountered due to not being able to perform the CSX jack and bore as originally scheduled.

Change Order Proposal 02

COP 02 is requested by McClam & Associates due to the rock that was encountered in the field. In COP 02 McClam & Associates proposes to perform the jack and bore operation utilizing a rock bore instead of the budget/planned soil bore. Similar to COP 01, COP 02 will utilize different equipment to perform the rock bore under St. Andrews Road. COP 02 is inclusive of the change of equipment to perform the rock bore, the rental of rock hammer, additional trucking, additional CSX flagging operations, and McClam's allowed overhead and profit. During a meeting on Feb. 18th, 2025 between Weston & Sampson, McClam & Associates, City of Columbia, and CW2020, Weston & Sampson indicated that they would not be able to recommended COP 02 due to unforeseen conditions as the geotechnical borings and the rock actually encountered are within 0.25' to 0.5' of each other. During the meeting it was negotiated that McClam & Associates could request 50% of the original COP 02 request. The amount in the cost and time table is the revised amount requested by Mclam. McClam does not request any additional time due to COP 02.

Cost and Time

Work Description	Quantity	Unit	Unit Price	Scheduled Amount	Time Implication
COP 01 – CSX Additional Jack and Bore Scope	1	LS	\$ 807,625.00	\$ 807,625.00	130 days (Additional)
COP 02 – St. Andrews Rd. Additional Jack and Bore Scope	1	LS	\$ 199,122.50	\$ 199,122.50	0 days
Total				\$ 1,006,747.50	130 days (Additional)

Recommendation

Weston & Sampson has reviewed the above requests and is agrees that the rock encountered at the CSX Railroad jack and bore crossing is an unforeseen condition. While the rock at the St. Andrews Road jack and bore is not an unforeseen condition, Weston & Sampson agrees with the negotiation for the compensation associated with COP 02. After review of COP 01 compensation and the negotiated COP 02 compensation, Weston & Sampson believes that associated cost is fair and reasonable. Therefore, Weston & Sampson recommends this Change Order 01 for approval which include the cost and time associated in the above table.

Should you have any questions or concerns concerning this change order recommendation please feel free to contact us.

Sincerely,



Joshua Burnette, PE
WESTON & SAMPSON ENGINEERS, INC.

cc: Dillon Hodge, City of Columbia
Lawrence Westbury, City of Columbia
John Riggs, City of Columbia
Glen McManus, CW2020
Jamie Kelso, CW2020
Kip Gearhart, Weston & Sampson

McClam & Associates, Inc.

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

2/13/2025

Joshua Burnette, PE
Project Manager
Weston & Sampson

Re: SS7565 Lower Kinley Creek Sewer Improvements
CO #1 Proposal CSX

Joshua,

McClam & Associates is providing this cost proposal for the change in ground conditions related to RFI 8 for the 125LF Bore under CSX.

Hard rock was encountered in the down stream pit of the CSX bore on January 7th. The rock was not diggable with an excavator, so a larger hammer was brought in on January 10th to help break up the rock in the pit. The pit was completed on January 17th. The Flagger for CSX was scheduled to be onsite 1/13 through 1/17 for the bore to be completed, however this was canceled as we were not equipped to handle a hard rock bore with dirt equipment. It was decided that the best approach is to test the rock under St. Andrews Road to determine if we thought that material in that general area could be bored with Rock equipment instead of hand tunneled.

The bore under CSX will be approached by coordinating a time frame with CSX flagging personal. Per the flagging agreement there will be no blasting or hammering under the CSX ROW, and work under this ROW will be completed around the clock. Horizontal unlimited will attempt to run a rock pilot through the alignment followed by a Robins 36" Disc cutter and then by a 54" Disc cutter. However, if a pilot will not go through the hard-faced rock, then we will have to regroup and go with a tunnel option at additional cost.

CSX Bore 125LF

- Horizontal Unlimited original bid price \$1500 per LF
- Horizontal Unlimited new quote \$5,500 per LF
- Rock Hammer rental \$12,000
- Additional trucking \$4,300
- CSX flagging \$3,600 per 8 hours shift total cost for 2 additional weeks \$151,200
- McClam overhead and Profit 15%
- Total additional cost of bore \$767,625.00
- Demobilization \$40,000.00

The schedule attached will move the substantial completion date from 3/16/26 to 7/24/26.

Sincerely,

A handwritten signature in blue ink that reads "Cole McClam". The signature is fluid and cursive, with the first name "Cole" and last name "McClam" clearly distinguishable.

Cole McClam
McClam and Associates, Inc.

McClam & Associates, Inc.

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

2/13/2025

Joshua Burnette, PE
Project Manager
Weston & Sampson

Re: SS7565 Lower Kinley Creek Sewer Improvements
CO #2

Joshua,

McClam & Associates is providing this cost proposal for the change in ground conditions related for the bore under St Andrews rd.

Hard rock was encountered in several areas in the downstream pit of St. Andrews Rd on 1/20. While hammering the downstream pit in on 1/21 the rock under the existing sewer line that was fractured from blasting many years ago began to undermine the existing pipe and the pit had to be relocated further away to protect the existing utility. A large mass of concrete was found that was poured to make the transition from concrete to Cast iron pipe. This concrete mass was in the edge of the bore pit. That pit was completed on January 29th. By moving the pit, the rock material changed to a soft-shell rock face with extremely hard rock in the rear of the pit. In an attempt to test the rock, a plan was developed to bring in technicians from Akkerman to run a rock pilot machine. The machine was brought in and set up the week of February 3rd to attempt to get a 4" tube under St Andrews rd. This proved successful which our specialty Sub contractor and technicians believe should prevent the need for hand tunneling. However, we encountered several rock layers and out crops of rock as we piloted through. The hardest of the material being located under the gas main in St. Andrews rd. Friday afternoon February 7th the pilot reached the other side of St. Andrews rd. and was only 7/100ths low. We consider this to be tolerable and a good pilot with the constantly changing conditions presented.

The bore under St, Andrews will be cut starting out with a Kennametal head that will cut up to approximately 12,000PSI rock and will swap over to a Robins rock head that will cut rock up to 78000PSI. The first 20' of the bore was soft shell rock only taking about 10,000psi to cut through the material. Starting approximately 20' in the rock became much harder and pressure ranged from 25000 to 35000 psi up to 55' in. The ground quickly changed as we approached 60' in and pressures jumped to 70,000PSI for about 50' after this the pressures quickly dropped back down to the 10,000psi or below for the remaining footage. We expect this bore to take 3 to 4 passes with different size casings. This will be determined as we see how well it cuts. We anticipate this bore to take about 30 days to complete.

St. Andrews Rd. Bore 110 LF

- Horizontal Unlimited original bid price \$1500 per LF
- Horizontal Unlimited new quote \$4,500 per LF
- Rock Hammer rental \$12,000
- Additional trucking \$4,300
- McClam overhead and Profit 15%
- Total Additional cost of bore \$398,245.00
- City negotiation to cut price by 50% new price \$\$199,122.50

Sincerely,

A handwritten signature in blue ink that reads "Cole McClam". The signature is written in a cursive, flowing style.

Cole McClam
McClam and Associates, Inc.

Change Work Directive No. 1

Date of Issuance:	02/26/2025	Effective Date:	02/26/2025
Owner:	City of Columbia	Owner's Contract No.:	SS7565
Contractor:	McClam & Associates	Contractor's Project No.:	
Engineer:	Weston and Sampson	Engineer's Project No.:	ENG24-0654
Project:	Lower Kinley Creek Sewer Improvements	Contract Name:	

Contractor is hereby directed to promptly execute this Change Work Directive, issued in accordance with Specification 01035 – Change Order Procedures.

Reference:	N/A	C110 and C111
	Specification(s)	Drawing(s) / Detail(s)

Description:

McClam & Associates proposes to perform the Jack & Bore under the CSX and St. Andrews Rd crossings as rock bores instead of the planned soil bores, see attached Change Order Proposal, COP 01 and COP 02. COP's indicate a change of equipment, method, and an increase in time to perform the Jack and bores. McClam & Associates submitted RFI 07 and RFI 08 that indicated unforeseen conditions were encountered on the project. Based on the information provided and based on observations made by Weston & Sampson, Weston & Sampson agrees that the rock encountered at the CSX crossing is considered an unforeseen condition. The St. Andrews Road crossing shows rock at the downstream both in the contract documents and when a test hole was performed. The test hole and the contract documents both indicate rock within 0.5-ft of each other and still above the top of the casing pipe. Based on this information Weston & Sampson does not agree that the St. Andrews Road crossing is an unforeseen condition. During a meeting between the Engineer, Owner, and Contractor on 2/18/25 it was discussed that McClam & Associates bid price reflected a soil bore to perform the CSX and the St. Andrews Rd. jack and bores. During this meeting it was agreed that McClam and Associates would make an adjustment to the St. Andrews Road COP 02 and would reduce the price of COP 02 by 50%.

Attachments:

- RFI 07 indicates that unforeseen rock was encountered between Sta. 16+00 to Sta. 48+75.
- RFI 08 indicates that unforeseen rock was encountered on both side of the CSX jack and bore.
- Change Order Proposal, COP 01 provides McClam justification for the change order and the proposed amount of COP 01.
- COP 02 provides McClam's justification for the change order and the proposed amount of COP 02.

Purpose for the Work Change Directive:

This work change directive is needed to allow for work to continue and for the jack and bores under the CSX and under St. Andrews Road to be performed utilizing a rock bore instead of a soil bore. McClam & Associates indicated that the project is currently on hold due to the jack and bore not being completed due to unforeseen rock conditions.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

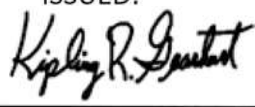
☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):Contract Price: \$1,006,747.50 [increase] [decrease] [not yet estimated].Contract Time: 130 days [increase] [decrease] [not yet estimated].Basis of estimated change in Contract Price:

Weston & Sampson has reviewed the COP 01 and COP 02. Based on information provided by McClam & Associates in the COP 01 and COP 02 at the meeting on 2/18/25 Weston & Sampson generally agrees that prices provide in COP 01 and revised COP 02 are fair and reasonable based on recent experience and pricing to perform rock bores.

Based on the COP 01 and COP 02 it is understood that this Change Work Directive is a Lump Sum payment to perform the Jack and Bore under CSX and St. Andrews Road and that no additional compensation will be made for these construction activities beyond what is provided in this Change Work Directive 01.

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

ISSUED:		OWNER:	
By:	 _____ Engineer (Authorized Signature)	By:	 _____ Owner (Authorized Signature)
Printed Name/Title:	Kipling Gearhart, PE / Regional Manager	Printed Name/Title:	Dillon Hodge, PE / Project Manager
Date:	2/26/2025	Date:	02/27/2025

RECEIVED:

By: cole mcclam
Contractor (Authorized Signature)

Printed
Name/Title: Cole McClam Project Manager

Date: 3/17/25

Copy to: Dillon Hodge(michael.hodge@columbiasc.gov), Lawrence Westbury (kenneth.westbury@columbiasc.gov),
Glen McManus (mcmanuslg@cdmsmith.com), Billy Elswick (william.elswick@columbiasc.gov),
John Riggs (john.riggs@columbiasc.com), Joshua Burnette (burnette.joshua@wseinc.com),
and Kip Gearhart (gearhartk@wseinc.com)

CITY OF COLUMBIA

(RFI) CONTRACTOR REQUEST FOR INFORMATION NO. #7

Lower Kinley Creek Sewer Improvements.

SUBJECT: Trench rock encounter

SPECIFICATION REF.: _____

DRAWING REF.: Station 16+00- 48+75

DESCRIPTION: McClam has encountered hard rock throughout these station numbers during a course of test digging.

Rock profile attached below.

Company Name: McClam & Associates, Inc.

Date: 1/13/2025

=====

RESPONSE:

Signed by: _____ Date: _____

If this response causes any cost or time impact to your work, do not proceed; submit a Cost Proposal (CP) for changes in Contract Sum and/or Time within ten (10) days. If this response indicates no change to the Work or a minor change to the Work consistent with the Contract Documents, indicate your acceptance of this response in the space indicated below and return a copy prior to proceeding.

CITY OF COLUMBIA

(RFI) CONTRACTOR REQUEST FOR INFORMATION NO. #8

Lower Kinley Creek Sewer Improvements.

SUBJECT: CSX Rock Bore

SPECIFICATION REF.: _____

DRAWING REF.: 48+75- 50+00

DESCRIPTION: McClam has encountered hard rock on both side of the jack and bore. At this time we are attempting to get a path forward including a price and time frame to deal with this rock. Once this is done and the City gives their blessing we will work to get back on the schedule for CSX to complete the bores.

Company Name: McClam & Associates, Inc.

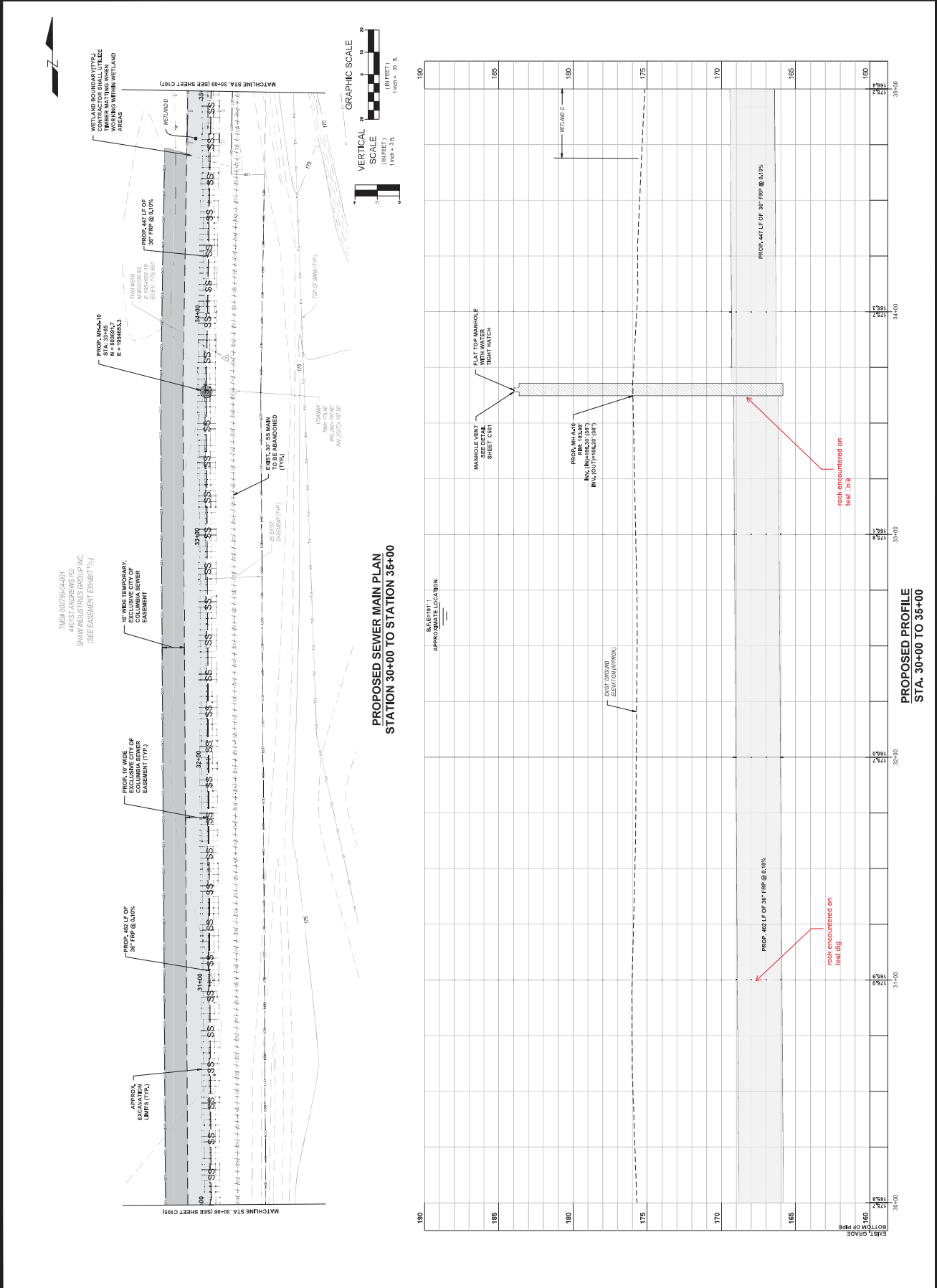
Date: 1/13/2025

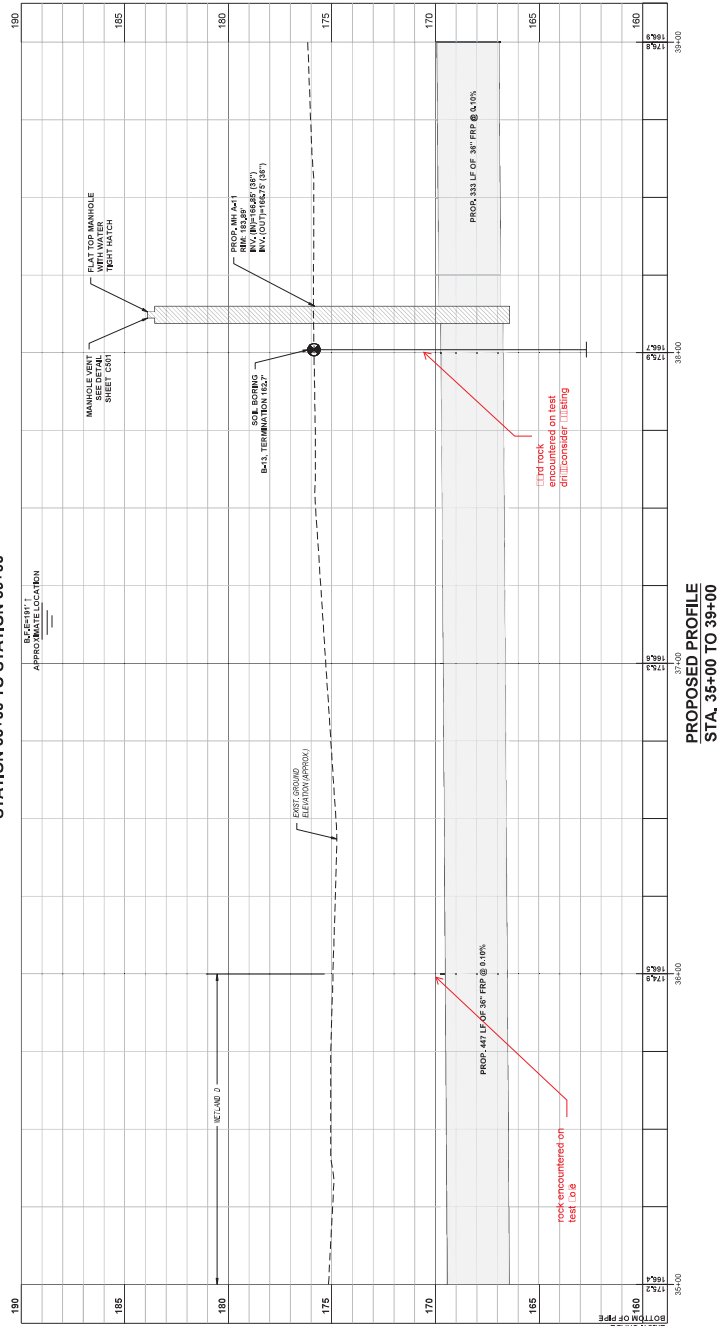
RESPONSE:

Signed by: _____ Date: _____

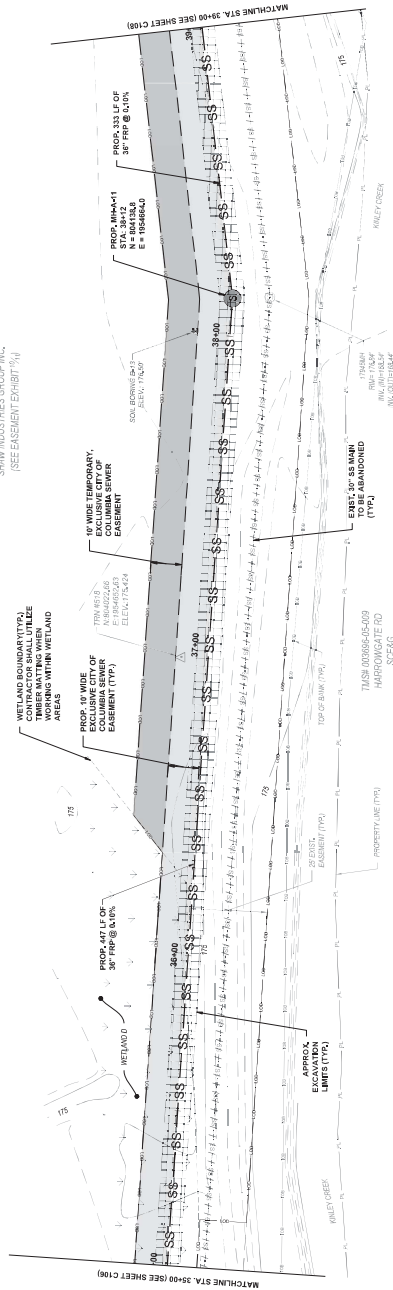
If this response causes any cost or time impact to your work, do not proceed; submit a Cost Proposal (CP) for changes in Contract Sum and/or Time within ten (10) days. If this response indicates no change to the Work or a minor change to the Work consistent with the Contract Documents, indicate your acceptance of this response in the space indicated below and return a copy prior to proceeding.







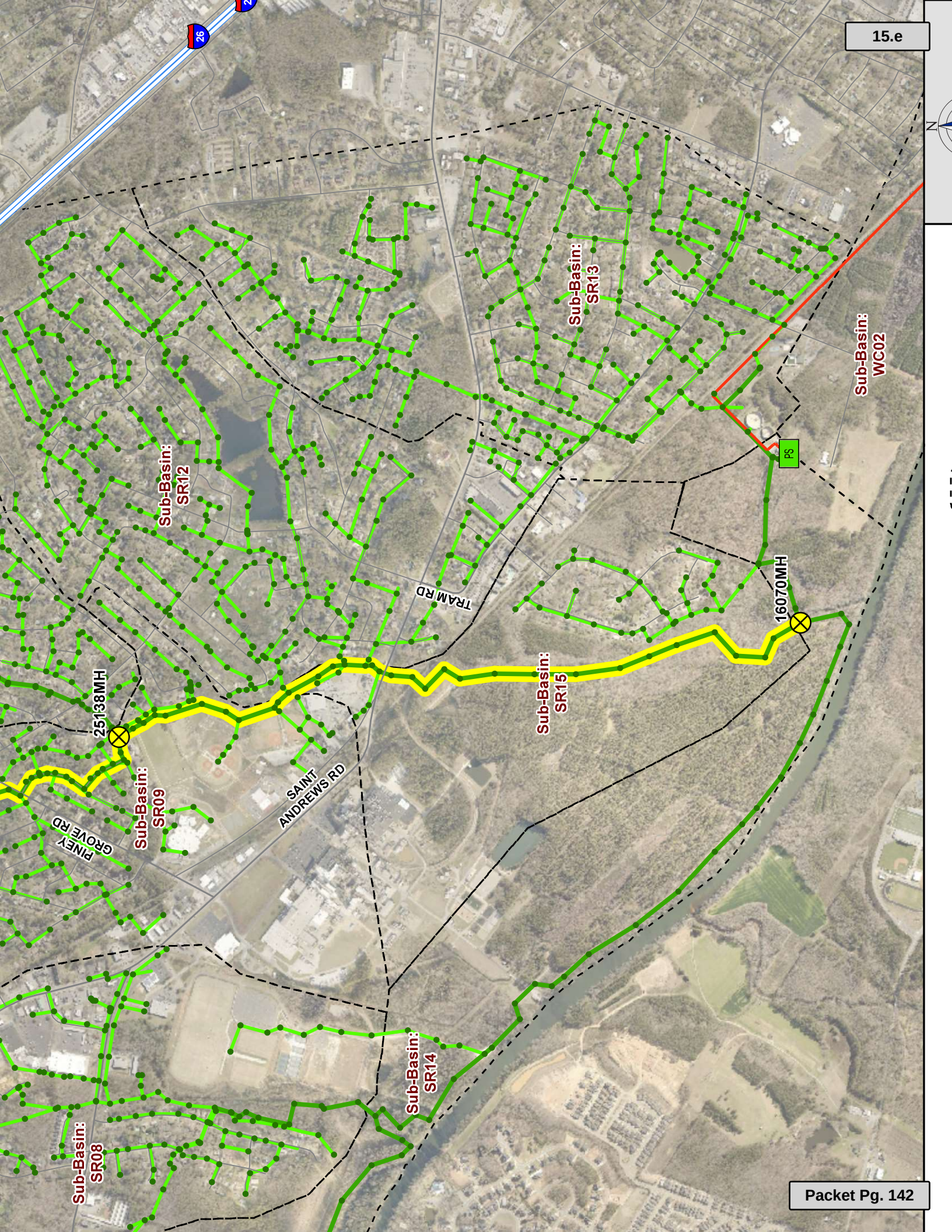
37+00
PROPOSED PROFILE
STA. 35+00 TO 39+00



PROPOSED SEWER MAIN PLAN
STATION 35+00 TO STATION 39+00









MEETING DATE: May 6, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-026 - Approval for Granting an Easement to Dominion Energy South Carolina, Inc. along a Portion of City-Owned Property Located at 4013 W. Beltline Boulevard and identified as Richland County TMS#11610-05-26 for Relocation and Installation of Electric Lines for the Storage Canopy Addition Project; CIP Project #SS7528; CF#250-661

REQUISITION NO.: 2025-026

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

First reading approval was given on April 15, 2025.

ATTACHMENTS:

- **#a:** 2025-026 - Dominion Easement__4013 W Beltline Blvd Canopy Addition Project (PDF)

HISTORY:

04/15/25

Columbia City Council APPROVED ON FIRST READING.

ORDINANCE NO.: 2025-026

*Approval for Granting an Easement to Dominion Energy South Carolina, Inc. along a Portion of City-Owned Property Located at 4013 W. Beltline Boulevard and Identified as Richland County TMS#11610-05-26 for Relocation and Installation of Electric Lines for the Canopy Addition Project;
CIP Project #SS7528; CF#250-661*

WHEREAS, Dominion Energy South Carolina, Inc. has made a request for an easement along the subject City-owned property for relocation and construction electric lines and appurtenances at 4013 W. Beltline Boulevard for the canopy addition project to store equipment; and,

WHEREAS, the plans for the electric lines and appurtenances have been reviewed by the Department of Engineering and there are no conflicts with existing utilities or planned City utilities on the subject property; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2025, for and in consideration of the sum of One and No/100 (\$1.00) Dollar, each to the other paid, the City Manager is hereby authorized to execute an easement on behalf of the City of Columbia to DOMINION ENERGY SOUTH CAROLINA, INC. for ingress, egress, installation and maintenance of electric lines and appurtenances along the subject property.

The referenced easement is shown on drawing prepared by Dominion Energy South Carolina, Inc. for the Canopy Addition Project at 4013 W. Beltline Boulevard, dated March 6, 2025, Easement #906466, sheet 1 of 1, and being on file in the office of the Department of Engineering, City of Columbia, South Carolina under City file reference #250-661. A copy of said drawing being attached hereto and made a part hereof as Exhibit "A".

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:
Final Reading:

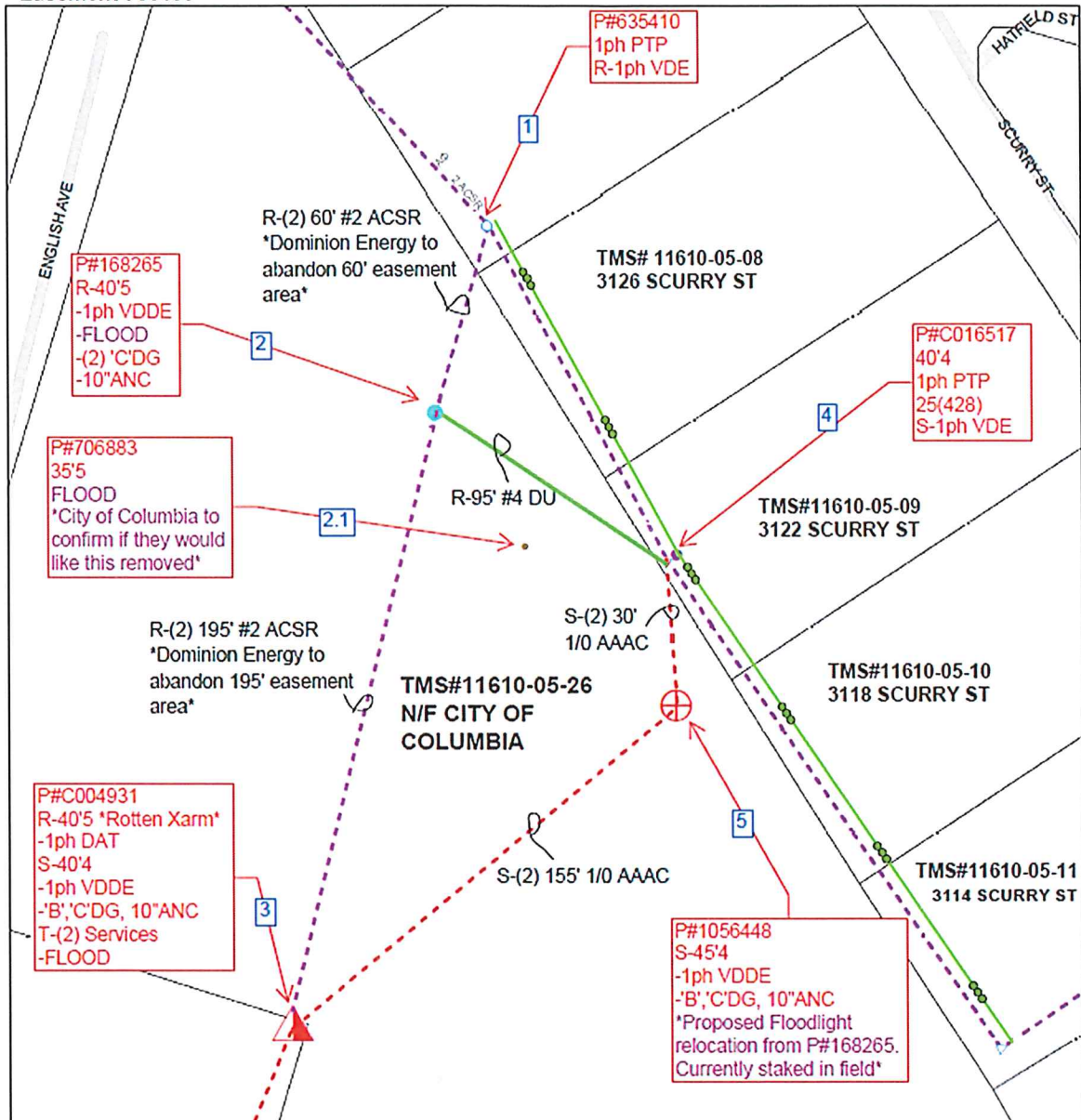
LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2025-026

Dominion Energy
Easement 906466

EXHIBIT "A"

PLAN SAFETY INTO EVERY JOB



Designer: mic2444

CF#250-661

Design Date: 3/6/2025

SUB: VICTORY GARDENS - 23311

R-SWITCH REQUIRED ☒ Y ☐ N
ELECTRONIC HOT LINE TAG ☒ Y ☐ N
RECLOSER ☒ Y ☐ N
AT SUBSTATION

SECONDARY VOLTAGE: _____
PHASE: _____
POINT ID: _____

NAME: _____
COMPLETED BY: CREW ID: _____
DATE: _____

PUPS #: 2503033411
DATE: 3/8-3/28
TIME: UPDATE: 3/25

WORK SITE ADDRESS: 4013 W Beltline Blvd, Columbia, SC 29204
TRUCK ACCESS? ☒ Y ☐ N

CUSTOMER / CONTACT: City of Columbia - Chadwick Baltzegar
PHONE: 803-603-8977
IS THIS A BUSINESS? ☒ Y ☐ N

WORK REQ.#: E229717

LEGAL DEPARTMENT DRAFT



MEETING DATE: May 6, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-027 - Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and Southeastern Technology Centers, LLC for the sale of 2221 Devine Street, Richland County TMS #11312-02-03

REQUISITION NO.: 2025-027

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:
First reading approval was given on April 15, 2025.

ATTACHMENTS:

- **#a:** 2025-027- 2221 Devine Ordinance (PDF)
- **#b:** 2221 Devine Street - Purchase and Sale Agreement(PDF)

HISTORY:

04/15/25 Columbia City Council APPROVED ON FIRST READING.

ORDINANCE NO.: 2025-027

*Authorizing the City Manager to execute a Purchase and Sale Agreement between the
City of Columbia and Southeastern Technology Centers, LLC for the sale of
2221 Devine Street, Richland County TMS #11312-02-03*

BE IT ORDAINED by the Mayor and City Council this _____ day of _____, 2025, that the City Manager is authorized to execute the attached Purchase and Sale Agreement, or on a form approved by the City Attorney, any other documents necessary and approved by the City Attorney to consummate the conveyance of 2221 Devine Street, Richland County TMS #11312-02-03 from the City of Columbia to Southeastern Technology Centers, LLC for the sum of Two Million and No/100 (\$2,000,000.00) Dollars.

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made as of the Effective Date, by and among the **CITY OF COLUMBIA, SOUTH CAROLINA** (“Seller”), and **SOUTHEASTERN TECHNOLOGY CENTERS, LLC**, a South Carolina limited liability company (“Buyer”). **ROGERS TOWNSEND, LLC**, a South Carolina limited liability company (the “Escrow Agent”) joins in this Agreement for the limited purposes set forth in Section 15. The Effective Date shall be the date the last party executes this Agreement (the “Effective Date”).

BACKGROUND

A. Seller is the owner of the following (collectively, the “Property”):

(1) All that land which is located at 2221 Devine Street in the City of Columbia, Richland County, South Carolina, bearing Richland County TMS No. R11312-02-03 and more fully described on **Exhibit A** hereto, together with all easements, rights and privileges appurtenant thereto (the “Land”);

(2) The building (the “Building”) having approximately 90,984 square feet, all improvements, structures, fixtures, parking deck structure, and parking areas located on the Land and appurtenant thereto (the Building and such improvements, structures, fixtures, parking deck structure, and parking areas being hereinafter collectively referred to as the “Improvements,” and the Land and the Improvements being hereinafter collectively referred to as the “Real Property”);

(3) All fixtures, equipment, furniture, furnishings, appliances, supplies, artwork and sculptures and other personal property of every nature and description, owned by the Seller, attached or pertaining to, or otherwise used in connection with, the Real Property and located within the Real Property (the “Personalty”);

(4) All rights appurtenant to the Real Property, if any, including without limitation, any strips and gores abutting the Real Property; and

(5) All other rights, privileges, easements, licenses, appurtenances, and hereditaments relating to the Property, to the extent freely transferrable.

B. Buyer desires to purchase, and Seller desires to sell, the Property, subject to the terms and conditions of this Agreement.

TERMS AND CONDITIONS

In consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Sale and Purchase.

1.1. Sale. Seller hereby agrees to sell, transfer and convey the Property to Buyer, and Buyer hereby agrees to purchase and accept the Property from Seller, in each case for

the Purchase Price (as defined below) and on and subject to the other terms and conditions set forth in this Agreement.

1.2 Use of the Property.

(a) Buyer shall work with the City of Columbia Office of Economic Development and identified key stakeholders of the Seller to redevelop the Property into (i) primarily Class A office space for a technology and innovation hub that is leased by entities primarily engaged in technology and innovation related businesses and (ii) , as to the remaining portion of the Property, based on market needs including but not limited to office, mixed use or Multifamily (together the “Redevelopment Project”). Alternatively, if Buyer determines prior to the end of the Inspection Period (as hereinafter defined), after using commercially reasonable good faith efforts with regard to the Redevelopment Project, that the Redevelopment Project is not commercially feasible, the Buyer may, at its option, so notify the Seller in writing and provide Seller with its proposed alternative plans for the redevelopment of the Property (the “Alternate Project”) in which event this Agreement shall continue in full force and effect with the term “Redevelopment Project” thereafter referring to the “Alternate Project”.

(b) Buyer acknowledges and agrees that no private dormitories are allowed pursuant to the zoning ordinance in effect at the Property.

1.3 Parking. Subject to maintaining at all times the necessary parking requirements for Buyer’s use of the Property as the Redevelopment Project, Buyer agrees to make available for public parking not less than 50 parking spaces available during business hours (8 am – 6 pm, Monday - Friday) and not less than 100 parking spaces available nights and weekends, which can include hourly, daily or monthly parking. In addition, the Buyer agrees to allow public parking on the Property for public events and festivals (such as St Patrick’s Day Festival), provided such parking does not unreasonably interfere with the regular use of the Property. Buyer shall be responsible for facilitating, operating, insuring, security and for all liabilities associated with such parking and, at its option, may charge for such parking provided such charges do not exceed the then-current charges by the City of Columbia. In addition, if the Buyer at any time demolishes or renovates the existing parking facility on the Property, the Buyer shall coordinate with the Seller to determine acceptable parking scenarios for both parties; this provision shall survive Closing and shall be included in the Deed.

2. Purchase Price. The total purchase price for the Property the “Purchase Price”) shall be TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00).

2.1. Deposit.

(a) Within three (3) business days after the execution and delivery of this Agreement by all parties, Buyer shall deliver to Escrow Agent, in immediately available funds, to be held in escrow and delivered in accordance with this Agreement, a cash or wire transfer deposit in the amount of FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) (the “Initial Deposit”) and together with any Additional Deposits (defined herein), the “Deposit”). During the

Inspection Period (as hereinafter defined) (as may be extended), the Deposit shall be refundable pursuant to the terms of this Agreement and applicable to the Purchase Price. In the event that Buyer does not terminate this Agreement prior to the expiration of the Inspection Period (as may be extended), the Deposit shall be non-refundable but applicable to the Purchase Price excepting (i) a right of termination afforded Buyer pursuant to the terms of this Agreement, or (ii) an event of default of Seller hereunder which is not cured within any applicable cure period as provided in Section 10.2 hereof.

2.2. Payment at Closing.

(a) At the consummation of the transaction contemplated hereby (the “Closing”), Buyer shall deliver to Escrow Agent, in immediately available funds, cash or wire transfer in an amount equal to the Purchase Price less the Deposit. The Purchase Price less the Deposit, subject to other adjustments and apportionments as set forth herein, shall be paid at Closing by wire transfer of immediately available funds, transferred to Escrow Agent.

(b) The delivery and recording of documents and the disbursement of funds shall be effectuated through Buyer’s and Seller’s South Carolina counsel and the Escrow Agent at the Closing and pursuant to the closing instructions from the parties hereto, which closing instructions shall not modify or diminish the parties’ respective obligations hereunder. Notwithstanding anything to the contrary in this Agreement, the Closing shall be conducted in accordance with the requirements of South Carolina law and/or judicial decisions with respect to its unauthorized practice of law requirements.

3. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

3.1. Authority. Seller is a municipal corporation in the State of South Carolina. Seller has all requisite power and authority to enter into this Agreement and perform its obligations hereunder. The execution and delivery of this Agreement have been duly authorized by Seller. The individual(s) executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof.

3.2. No Conflict. To Seller’s actual knowledge, the execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder, on the part of Seller does not and will not conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the Property by reason of, the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Seller is a party or which is or purports to be binding upon Seller, or which otherwise affects Seller, which will not be discharged, assumed or released at Closing.

3.3. Leases. There are no leases, licenses, or other agreements entitling any third parties to occupy or use all or any portion of the Property nor does any third party have a right of possession thereto.

3.4. Contracts. Seller has not entered into any service, maintenance, supply, leasing, brokerage, listing and/or other contracts relating to the Property (along with all amendments and modifications thereof, the “Service Contracts”) that will be binding upon the Buyer after the Closing.

3.5. Litigation. There is no action, suit or proceeding in court or arbitration which is pending or, to Seller’s actual knowledge, threatened against or affecting any portion of the Property or arising out of the ownership, management or operation of the Property which will be binding or effective against Buyer or the Property after Closing.

3.6. No Other Options. Other than this Agreement, no portion of the Property is subject to any outstanding agreement(s) of sale or options to purchase, rights of first refusal to purchase or other rights to purchase.

3.7. Compliance with Laws. Seller has not received written notice of any material violation of any law or municipal ordinance, order, or requirement noted or issued against the Property by any governmental authority having jurisdiction over the Property that has not been cured, corrected, or waived.

3.8. Environmental Condition. Except as otherwise disclosed or evidenced in any of the Property Materials made available to Buyer, Seller has not received written notice of any civil, criminal or administrative suit, claim, hearing, violation, investigation, proceeding or demand affecting or related to the Property relating in any way to a Release, the use of Hazardous Materials, or compliance with Environmental Laws. The phrase “Environmental Laws” shall mean any federal, state or local law, statute, ordinance, order, decree, rule or regulation and any common laws regarding health, safety, radioactive materials, or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Occupational, Safety and Health Act, 29 U.S.C. § 651, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq.; the Safe Drinking Water Act, 42 U.S.C. § 3001, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1802, et seq.; and the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq.; the Endangered Species Act of 1973, 16 U.S.C. § 1531 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq.; and all other comparable federal, state or local laws, each as amended, and all rules, regulations and guidance documents promulgated pursuant thereto or published thereunder. The phrase “Hazardous Materials” shall mean each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under Environmental Laws or the Release of which is regulated under Environmental Laws. Without limiting the generality of the foregoing, the term “Hazardous Materials” will include: crude oil, used oil, petroleum and petroleum products or any fraction thereof; radioactive materials including source, by-product or special nuclear materials; asbestos or asbestos-containing materials (whether or not friable); lead paint; polychlorinated biphenyls, urea-formaldehyde in any of its forms; radon; mold; and any substance defined as “hazardous substances,” “extremely hazardous substances,” “hazardous waste,” “hazardous materials,” “chemical substance or mixture,” “solid waste,” “hazardous chemicals,” “toxic substances,” “hazardous air pollutants,” “pollutants,”

contaminants,” or “toxic chemicals” under any Environmental Laws. The term “**Release**” shall mean the discharge, disposal, deposit, injection, dumping, spilling, leaking, leaching, placing, presence, pumping, pouring, emitting, emptying, escaping, or other release of any Hazardous Materials.

3.11 Mechanics’ Liens. No work has been performed or is in progress by Seller, and no materials have been furnished to the Property or any portion thereof on behalf of or at the direction of Seller, which has not been, or will not in the future be, paid in full by Seller.

3A. Limitations Regarding Representations and Warranties:

(a) As used in this Agreement, or in any other agreement, document, certificate or instrument delivered by Seller to Buyer, the phrase “to Seller’s actual knowledge”, “to the best of Seller’s actual knowledge” or any similar phrase shall mean the actual, not constructive or imputed, knowledge of Kelvin Keisler in his capacity as General Services Director of the Seller and not individually, without any obligation on such individual's part to make any independent investigation of the matters being represented and warranted, or to make any inquiry of any other persons, or to search or examine any files, records, books, correspondence and the like.

(b) Except as stated in Seller’s representations and warranties set forth herein, Seller shall not have any liability whatsoever to Buyer, with respect to (i) any matters disclosed in any document delivered to Buyer by Seller prior to the date of this Agreement or on any exhibit attached hereto, (ii) any information of which Buyer obtains actual knowledge prior to the Closing Date, or (iii) any other information disclosed in writing to Buyer by Seller after the date hereof and prior to the Closing (all such matters being referred to herein as “Exception Matters”), whether or not Closing occurs hereunder.

4. Inspection Period; Access; Purchase “As Is”. To the extent in Seller's possession, Seller has delivered, or shall deliver to Buyer within ten (10) business days following the Effective Date of this Agreement (the “Property Materials Delivery Date”), or make available to Buyer electronically, or, if unavailable electronically, at the offices of Seller, the materials as set forth on **Exhibit B** attached hereto relating to the Property and such other documents as Seller may make available to Buyer (all such items hereafter referred to as the “Property Materials”), except for any materials which are confidential, privileged or proprietary in nature, such as (but not limited to) internal memoranda and analyses, appraisals, financial projections, client and investor correspondence and other similar materials (the “Proprietary Materials”). If Seller does not provide the Property Materials within ten (10) business days after the Effective Date, the Initial Inspection Period shall be extended for a period equal to the number of days after the Property Materials Delivery Date that Buyer receives all Property Materials. Buyer hereby acknowledges and agrees that (a) Seller has not independently verified the accuracy of completeness of any of the Property Materials, (b) Seller makes no representation or warranty, express or implied, as to the accuracy, completeness or content of the Property Materials, and (c) Seller shall have any liability to Buyer as a result of any inaccuracy or incompleteness of any of the Property Materials. In the event that the Closing does not occur in accordance with the terms of this Agreement, Buyer shall return to

Seller all of the documents, material or information regarding the Property supplied to Buyer by Seller.

4.1. During the Inspection Period (as defined below), Buyer, its agents, contractors, and representatives, shall be entitled to enter upon the Real Property from time to time, upon receipt by Seller of notice (which may be verbal) at least one (1) business day in advance of the intended entry, to perform inspections and tests of the Real Property expressly permitted under this Agreement, including but not limited to surveys, non-invasive environmental studies, non-invasive examinations and tests of structural and mechanical systems within the Improvements, all subject to all of the rights, obligations and limitations set forth in this Section 4.1.

Notwithstanding the foregoing, Buyer, its agents, contractors, consultants, employees, designees, representatives, engineers, subcontractors, accountants or attorneys (collectively, “Buyer's Agents”) shall not be permitted to interfere unreasonably with Seller's use of the Property. Buyer acknowledge and agrees that Buyer’s right to conduct physically invasive testing, including without limitation, soil sampling/testing, the penetration of walls or ceilings and/or the penetration of foundation slab shall be subject to Seller’s prior written consent thereto, which consent may not be unreasonably withheld. Seller acknowledges that certain geotechnical engineering and soil sampling will be required to determine whether additional improvements may be constructed on the Land. In addition, certain of the existing Improvements may need to be invasively tested and/or penetrated to address any environmental and/or structural integrity concerns (including but not limited to the presence of asbestos related materials). Buyer shall provide to Seller via email to Gregory Tucker (Gregory.Tucker@columbia.sc.gov) and Kelvin Keisler (Kelvin.Keisler@columbia.sc.gov), at least three (3) business days prior to the desired access date, the following information: (i) the reasons for, (ii) scope and parameters of, and (iii) the names and contact information of parties to perform, the requested invasive testing. Within three (3) business days of receipt, Seller shall provide notice to Buyer of its consent or any objection to such invasive testing (the “Inspection Notice Period”); if Seller does not respond within the Inspection Notice Period, Seller shall be deemed to have consented to such testing. Seller shall provide an explanation of any objection, which shall be based upon a commercially reasonable objection to the manner, scope, parameters or adverse impacts which could be caused by such proposed testing. Buyer and Seller agree to work cooperatively to allow reasonable testing at reasonable locations. Buyer shall promptly repair any damage to the Property caused by any such inspections, samples, tests or investigations performed under this Section.

Buyer hereby agrees to indemnify and hold harmless the Seller, its officials, employees, contractors, agent, officers and successors and assigns of each of the foregoing (collectively, the “Indemnified Parties”) from and against any mechanics liens or claim therefor, any claim, cause of action lawsuit, damage, liability, loss, cost or expense (including without limitation attorney’s fees) arising out of any (i) entry onto the Property by Buyer or any of Buyer’s Agents or (ii) out of any inspections, samples, investigations, or tests conducted by Buyer or any of Buyer’s Agents; provided, however, the indemnity in clause (ii) of this section shall not apply to any liability, clean up expense, diminution in value, lost profits, consequential damages or special damages arising out of any condition discovered as

a result of such inspections, samples, investigations or tests so long as such condition was not actually caused by Buyer or Buyer's Agents.

The provisions of this Section 4.1 shall survive Closing or the termination of this Agreement, for a period of six (6) months.

4.2. Inspection Period.

(a) The term "Initial Inspection Period," as used herein, shall mean the period ending at 5:00 p.m. Eastern Time Zone (U.S.A.) on the date which is One Hundred Twenty (120) days following the Effective Date. Buyer may terminate this Agreement in its sole discretion for any reason, or for no reason at all, by giving written notice of such election to Seller on any day prior to and including the final day of the Inspection Period, in which event the Deposit shall be returned to Buyer and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. In the absence of such written notice, the contingency provided for in this Section 4.2 (a) no longer shall be applicable, and this Agreement shall continue in full force and effect. The Buyer shall have the right to extend to extend the Initial Inspection Period for up to three (3) consecutive extension periods of forty-five (45) days each (each individually, an "Inspection Period Extension" and collectively, the "Inspection Period Extensions") upon delivery of written notice to Seller prior to the expiration of then current period. The Initial Inspection Period, together with any Inspection Period Extensions shall be referred to herein as the "Inspection Period". If exercised, upon the exercise of the first (1st) Inspection Period Extension, Buyer shall deposit EIGHT THOUSAND AND NO/100 Dollars (\$8,000.00) with Escrow Agent, and upon the exercise of each of the second (2nd) and third (3rd) Inspection Period Extensions, Buyer shall deposit an additional TEN THOUSAND AND 00/100 Dollars (\$10,000.00) with Escrow Agent (each, an "Additional Deposit") within two (2) business days after the exercise of such Inspection Period Extension. Each Additional Deposit shall be refundable to Buyer in the event Buyer terminates this Agreement prior to the expiration of the Inspection Period (as may be extended pursuant to this paragraph) as provided herein and shall be applicable to the Purchase Price by Buyer at Closing.

(b) If any date on which the expiration of the Inspection Period would occur by operation of this Agreement is either a weekend day or a federal or state holiday, the expiration of the Inspection Period shall occur at 5:00 p.m. Eastern Time Zone (U.S.A.) on the next business day.

(c) Upon termination of this Agreement as provided in this section 4.2, Buyer shall deliver a list of all third party vendors utilized by Buyer in its investigation and assessment of the Property; at Seller's option, Seller may purchase from Buyer one or more third party surveys, title commitments, engineering reports, environmental audits and/or other third party studies and reports generated by or

for Buyer in connection with the Property as Seller may select for 75% of the price Buyer paid for such selected items.

4.3. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE SELLER CLOSING DOCUMENTS (AS DEFINED BELOW), IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY “AS IS, WHERE IS, WITH ALL FAULTS”, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT OR IN THE SELLER CLOSING DOCUMENTS (INCLUDING THE WARRANTY OF TITLE CONTAINED IN THE DEED). BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, ANY PROSPECTUS DISTRIBUTED WITH RESPECT TO THE PROPERTY) MADE OR FURNISHED BY SELLER, ITS EMPLOYEES, OFFICIALS, AGENTS, REPRESENTATIVES, OR CONTRACTORS, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT OR IN THE SELLER CLOSING DOCUMENTS. BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD “AS-IS.”

EXCEPTING THE EXPRESS REPRESENTATIONS OF SELLER CONTAINED HEREIN UPON WHICH BUYER SHALL BE DEEMED TO MATERIALLY RELY AND THE WARRANTY OF TITLE CONTAINED IN THE DEED DELIVERED BY SELLER TO BUYER AT CLOSING, BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO

CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND, SUBJECT TO BUYER'S RIGHTS UNDER SECTION 10.2, BUYER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER AND THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER AND THE INDEMNIFIED PARTIES AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY EXCEPT AS MAY ARISE FROM A BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT OF SELLER SET FORTH IN THIS AGREEMENT OR IN THE SELLER CLOSING DOCUMENTS.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

4.4. Title and Survey Matters. During the Initial Inspection Period, Buyer shall, at Buyer's sole cost and expense, obtain a title commitment issued by a title insurance company licensed to do business in South Carolina (the "Title Commitment") with respect to the Real Property. Buyer may, at Buyer's sole cost and expense, obtain an updated survey or new survey of the Real Property, which survey is subject to the reasonable review and approval of the Seller (in either case, the "Survey"). Buyer shall provide Seller with copies of the Title Commitment and the Survey within two (2) business days after Buyer's receipt thereof. Buyer shall have until the date which is fifteen (15) days prior to the end of the Initial Inspection Period to approve or disapprove matters disclosed thereby and to give written notice to Seller ("Objection Notice") of any disapproval thereof, indicating in reasonable detail the nature and reasons for Buyer's objection (any such matter or matters to which Buyer objects, are hereinafter, "Objections"); and failure to give an Objection Notice shall constitute Buyer's approval of all such matters. Within five (5) business days after receiving Buyer's Objection Notice ("Seller's Title Notice Period") Seller shall send notice to Buyer (the "Seller's Response"), advising whether Seller intends to attempt to cure such Objections, but Seller shall have no obligation whatsoever to attempt to cure any such Objections except for mortgages placed on any portion of the Property by Seller and mechanics' liens encumbering any portion of the Property resulting from contracts entered into by Seller, (the "Company Liens"). Seller's failure to timely deliver a Seller's Response shall be deemed Seller's notice it that will not to attempt to cure such Objections. If Seller's Response states that Seller will not to attempt to cure such Objections, Buyer may, prior to the expiration of the Inspection Period elect to terminate this Agreement by written notice to Seller in which event the Deposit shall be returned to Buyer; provided, if Buyer does not so terminate this Agreement prior to the expiration of the Inspection Period, Buyer shall be deemed to have waived any Objections other than the Company Liens and agreed to accept title subject thereto, without reduction in the Purchase Price. If Seller's Response states that Seller shall attempt to cure such Objections, Seller shall have until five (5) business days prior to the Closing Date (the "Title Cure")

Period”) within which to cure the Objections. Seller shall be obligated to satisfy any Company Liens and may satisfy same at Closing from its Closing proceeds. If Seller’s Response states its intention to attempt to effectuate such cure and Seller fails to actually effectuate such cure within the Title Cure Period, Buyer’s sole rights with respect thereto shall be to terminate this Agreement prior to Closing and receive a refund of the Deposit hereunder; provided if Buyer does not so terminate this Agreement prior to Closing, Buyer shall be deemed to have waived any Objections to any such Title Commitment or Survey matters other than Company Liens, and Buyer shall be deemed to have agreed to accept title subject thereto, without reduction in the Purchase Price.

The parties agree that if the Title Commitment is updated following the expiration of the Initial Inspection Period such that any new title matter that was not of record as of the date of the Title Commitment is disclosed, which is objectionable to Buyer in its reasonable discretion which would have a material adverse effect on the Buyer’s use of the Property as the Redevelopment Project, then Buyer shall have the right to object to the same within ten (10) business days after the same is disclosed to Buyer (in which event the Closing, if it otherwise is scheduled to occur earlier, shall be extended until the expiration of such ten (10) business day period). If such new objection(s) is not cured (provided that Seller shall have no obligation to cure any such objections) prior to the Closing Date, then Buyer shall have the right to terminate this Agreement and receive a prompt refund of the Deposit.

5. Conditions Precedent to Buyer’s Obligations. All of Buyer’s obligations hereunder are expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Buyer, at Buyer’s option) (the “Buyer Conditions”):

5.1. Accuracy of Representations. All of the representations and warranties of Seller contained in this Agreement shall have been true and correct in all material respects as of the date of this Agreement, and, except for Exception Matters that do not (a) result from Seller’s breach of any of its covenants in this Agreement or (b) materially and adversely affect the value to Buyer of the transactions contemplated by this Agreement, shall be true and correct in all material respects on the date of Closing with the same effect as if made on and as of such date.

5.2. Performance. Seller shall have performed, observed and complied with all material covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of Closing hereunder.

5.3. Documents and Deliveries. All instruments and documents required on the Seller’s part to effectuate this Agreement and the transactions contemplated hereby (including the Seller Closing Documents) shall be delivered to Buyer and shall be in the form and substance consistent with the requirements herein.

If any of the above Buyer Conditions to Closing are not completed prior to the Closing Date to the full satisfaction of Buyer, in its sole and absolute discretion, Buyer, as its sole right in such event, shall by the Closing Date either (i) waive any unsatisfied Buyer Conditions to Closing and proceed to Closing or (ii) terminate this Agreement by written notice to Seller on or before the Closing Date. Upon any termination under this paragraph, the Deposit shall be returned to Buyer

and Buyer shall deliver a list of all third party vendors utilized by Buyer in its investigation and assessment of the Property; at Seller's option, Seller may purchase from Buyer any or all third party studies and reports generated by or for Buyer in connection with the Property for 50% of the price Buyer paid for such items. If the Closing occurs, any unsatisfied Buyer Conditions to Closing, unless otherwise agreed, shall be deemed waived by Buyer.

5A. Conditions Precedent to Seller's Obligations. All of Seller's obligations hereunder are expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Seller, at Seller's option) (the "Seller Conditions"):

5A.1 Accuracy of Representations. All of the representations and warranties of Buyer contained in this Agreement shall have been true and correct in all material respects as of the date of this Agreement, and shall be true and correct in all material respects on the date of Closing with the same effect as if made on and as of such date.

5A.2 Performance. Buyer shall have performed, observed and complied with all material covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of Closing hereunder.

5A.3 Documents and Deliveries. All instruments and documents required on the Buyer's part to effectuate this Agreement and the transactions contemplated hereby (including the Buyer Closing Documents) shall be delivered to Seller and shall be in the form and substance consistent with the requirements herein.

If any of the above Seller Conditions to Closing are not completed prior to the Closing Date to the full satisfaction of Seller, in its sole and absolute discretion, Seller, as its sole right in such event, shall by the Closing Date either (i) waive any unsatisfied Seller Conditions to Closing and proceed to Closing or (ii) terminate this Agreement by written notice to Buyer on or before the Closing Date. Upon any termination under this paragraph, the Deposit shall be returned to Buyer. and Buyer shall deliver a list of all third party vendors utilized by Buyer in its investigation and assessment of the Property; at Seller's option, Seller may purchase from Buyer any or all third party studies and reports generated by or for Buyer in connection with the Property for 50% of the price Buyer paid for such items. If the Closing occurs, any unsatisfied Seller Conditions to Closing, unless otherwise agreed, shall be deemed waived by Seller.

6. Pre-Closing Matters.

6.1. Operation of Real Property. From and after the Effective Date of this Agreement, Seller shall operate, maintain and manage the Real Property in the same manner as Seller has in the past. Notwithstanding anything to the contrary in this Agreement, Seller may allow short term use of the Property to support City operations and/or community events and may lease parking on the Property for daily, monthly and/or event use, provided that all such uses are terminated prior to the Closing Date and provided further that such use does not unreasonably interfere with Buyer's due diligence hereunder.

6.2. Intentionally Deleted.

6.3. No Marketing of Property. During the pendency of this Agreement, Seller shall not enter into any contract or other written agreement for sale of any portion of the Property, or cause or allow any party directly or indirectly controlled by Seller to enter into any contract or other written agreement for sale of any portion of the Property with any other party, nor will it agree to do so.

6.4. No Liens on Property. Subsequent to the end of the Initial Inspection Period, Seller shall not voluntarily create any liens, easements or other conditions affecting any portion of the Property, without the prior written consent of Buyer, unless such lien, easement or other condition will be cancelled or discharged at Closing, and in such case, such consent shall not be unreasonably withheld, conditioned or delayed.

7. Closing; Deliveries.

7.1. Time of Closing. The Closing shall take place on the date which is thirty (30) days following the expiration of the Inspection Period (subject, however, to extension pursuant to Section 4.4) or such earlier date as the parties may agree to (such date, the “Closing Date”) at the offices of the Escrow Agent or by mail, under the supervision of Buyer’s and Seller’s South Carolina counsel, unless otherwise agreed to in writing by both Seller and Buyer (the parties hereby agreeing that all deliveries may be mailed into escrow with Escrow Agent and neither party shall be required to appear at the offices of Escrow Agent). If any date on which the Closing would occur by operation of this Agreement is either a weekend day or a federal or state holiday, the Closing shall occur on the next business day.

7.2. Seller Deliveries. At Closing, Seller shall deliver to Escrow Agent the following, each of which shall be in a form reasonably satisfactory to the parties hereto (“Seller Closing Documents”):

7.2.1. A limited warranty deed (the “Deed”) to the Real Property from Seller, duly executed and acknowledged by Seller, conveying the legal description of the Real Property contained in Exhibit A hereto, subject only to such title matters as are approved (or deemed approved) pursuant to Section 4.4.

7.2.2. A quitclaim deed, duly executed and acknowledged by Seller, referencing the legal description of the Real Property contained on the Survey, if any.

7.2.3. A bill of sale for the Personalty from Seller, duly executed by Seller.

7.2.4. An owner's affidavit sufficient for Buyer's title insurer to issue, without extra charge, an owner’s policy of title insurance free of any exceptions for unfilled mechanics’ or materialmen’s liens for work performed by Seller prior to Closing, or for rights of parties in possession, provided that such affidavit shall not contain any indemnifications from the Seller.

7.2.5. A Non-Foreign Affidavit as required by FIRPTA with respect to the sale of the Property, duly executed by Seller.

7.2.6. A certification by Seller that all representations and warranties made by Seller in Article 3 of this Agreement are true and correct in all material respects on the date of Closing.

7.2.7. Keys or combinations to all locks at the Real Property, to the extent in Seller's possession. Buyer hereby acknowledges and agrees that Seller shall be permitted to make the items described in this Section 7.2.7 available to Buyer at the Real Property in lieu of delivering them to Escrow Agent.

7.2.8. Any reasonable and customary title affidavits and certificates as may be requested by the Buyer's title insurer in order to issue owners and loan policies of title insurance.

7.2.9. A Seller executed counterpart to the final settlement statement.

7.2.10 All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

7.3. Buyer Deliveries. At Closing, Buyer shall deliver to Escrow Agent the following:

7.3.1. A wire transfer in the amounts required under Section 2.2 hereof (subject to the adjustments provided for in this Agreement).

7.3.2. A Buyer executed counterpart to the final settlement statement.

7.3.3. A certification by Buyer that all representations and warranties made by Buyer in Article 16 of this Agreement are true and correct in all material respects on the date of Closing.

7.3.4. All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

8. Apportionments; Taxes; Expenses.

8.1. Apportionments. Seller shall deliver to Buyer a statement reflecting the proration of any amounts relating to the Property set forth in this Section 8.1 on or before five (5) business days prior to Closing. Buyer shall deliver to Seller a draft settlement statement reflecting such prorations at least three (3) business days prior to Closing.

8.1.1. Taxes and Operating Expenses. All real estate taxes, charges and assessments affecting the Property ("Taxes"), and all charges for water, electricity, sewer rental, gas, telephone and all other utilities ("Operating Expenses"), shall be prorated on a per diem basis as of the date of Closing. Buyer shall be entitled to all income and responsible for all expenses for the period beginning at 12:01 a.m. (Eastern Time Zone (U.S.A.)) on the date of Closing, except as

set forth herein. If any Taxes have not been finally assessed as of the date of Closing for the current fiscal year of the taxing authority, then the same shall be adjusted at Closing based upon the most recently issued bills therefor, and shall be re-adjusted when and if final bills are issued. If any Operating Expenses cannot conclusively be determined as of the date of Closing, then the same shall be adjusted at Closing based upon the most recently issued bills thus far, and shall be re-adjusted when and if final bills are issued. Buyer hereby agrees to assume all non-delinquent assessments affecting the Property, whether special or general.

8.1.2. Items Customarily Prorated. Any items not specified in this Section 8.1 which are customarily prorated, apportioned or adjusted in commercial transactions in the State of South Carolina shall be prorated, apportioned or adjusted, as applicable, of the date of Closing, including but not limited to income received from the Property for the month or period of Closing, if any.

8.1.3. Correction of Prorations. In the event any prorations, apportionments, adjustments, or computation shall prove to be incorrect for any reason (including errors or omissions), then either party shall be entitled to an adjustment to correct the same within thirty (30) days after written notice to the other party, provided that all such adjustments shall be made, if at all, on or before a date which is one hundred fifty (150) days after the calendar year in which the Closing occurs.

8.1.4. Survival. The provisions of this Section 8.1 shall survive the Closing to the extent any monies may be payable pursuant to this Section 8.1 to either party subsequent to the transfer of title to the Property to Buyer.

8.2. Closing Costs. Seller shall pay transfer taxes and documentary stamps and/or similar taxes or charges and costs (other than recording or filing fees) due upon the transfer of the Real Property in Columbia, South Carolina in connection with the transaction contemplated hereby, and payment of all Company Liens, if applicable. Buyer agrees to pay recording costs imposed upon recordation of the Deed and quitclaim deed for the Real Property. Buyer shall also pay all title insurance premiums and costs (including the costs of endorsements), the cost of the Survey and approval/recording thereof, the costs of its due diligence studies and reports, and the costs and fees of the Escrow Agent. Seller and Buyer shall each pay the costs of its own counsel.

9. Damage or Destruction; Condemnation; Insurance.

If at any time prior to the date of Closing there is damage or destruction to the Real Property by a casualty event, the cost for repair of which exceeds an amount equal to \$150,000.00, or if all or any material portion of the Real Property is condemned or taken by eminent domain proceedings by any public authority, Seller shall provide Buyer with written notice thereof (the "Casualty/Condemnation Notice") and Buyer, at its option, may terminate this Agreement by written notice to Seller (the "Buyer's Termination Notice") given within ten (10) days after delivery of the Casualty/Condemnation Notice to Buyer and, upon receipt of Buyer's Termination Notice by Seller, this Agreement shall terminate, and the Deposit shall be returned to Buyer, and except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder.

If Buyer does not timely deliver a Buyer's Termination Notice to Seller, then (1) in the case of a taking, all condemnation proceeds paid or payable to Seller shall belong to Buyer and shall be paid over and assigned to Buyer at Closing; and (2) in the case of a casualty, Seller shall assign to Buyer all rights to any insurance proceeds paid or payable under the applicable insurance policies, less any costs of collection and any sums expended in restoration, and Seller's deductible shall be a credit to Buyer against the Property Purchase Price, and the parties shall proceed under this Agreement and close on the schedule set forth herein.

For the avoidance of doubt, any casualty damage to the Property of less than \$150,000 shall not give rise to a right of termination hereunder and shall be the responsibility of the Buyer.

10. Remedies.

10.1. Pre-Closing Buyer Default. In the event Buyer breaches or fails, without legal excuse to complete the purchase of the Property or to perform its obligations under this Agreement, then Seller shall, as its sole remedy therefor, be entitled to receive the Deposit, as liquidated damages (and not as a penalty) in lieu of, and as full compensation for, all other rights or claims of Seller against Buyer by reason of such default (other than with respect to the indemnification and restoration obligations of Buyer contained herein). Thereupon this Agreement shall terminate and the parties shall be relieved of all further obligations and liabilities hereunder, except as expressly set forth herein. Buyer and Seller acknowledge that the damages to Seller resulting from Buyer's breach would be difficult, if not impossible, to ascertain with any accuracy, and that the liquidated damage amount set forth in this Section represents both parties' best efforts to approximate such potential damages.

10.2. Pre-Closing Seller Default. In the event Seller breaches or fails, without legal excuse, to complete the sale of the Property or to perform its pre-Closing obligations under this Agreement or if any of Seller's representations contained herein was untrue in any material respect as of the date of this Agreement and the Closing Date, Buyer may, as its sole remedy therefor, subject to Section 3A(b), either (i) enforce specific performance of this Agreement against Seller, or (ii) terminate this Agreement and receive a return of the Deposit together with Buyer's reasonable, documented out-of-pocket costs associated with the pursuit of the transaction contemplated by this Agreement (including attorneys' fees) up to a maximum of \$500,000 (the "Default Reimbursement"); provided, however, that any Default Reimbursement shall be due and payable upon the closing of a sale of the Property by the Seller to a third party. In the event Seller fails to tender to the Default Reimbursement to Buyer within thirty (30) days of demand therefore, Buyer may pursue all available remedies to Buyer under law or equity.

11. Confidentiality. Buyer agrees to keep confidential and not to use, other than in connection with its determination whether to proceed with the purchase of the Property in accordance with Section 4. hereof, any of the documents, material or information regarding the Property supplied to Buyer by Seller or by any third party at Seller's request, including, without limitation any environmental site assessment reports furnished to Buyer except to Buyer's consultants, accountants, attorneys, agents, advisors, investors, lenders and other similar parties on a "need to know" basis. In addition, prior to and after the Closing, Buyer shall not issue any press release or other information to the public regarding the transaction contemplated herein,

except as may be expressly approved in advance by Seller; provided that Buyer may issue press releases following the Closing as long as the same do not name or identify Seller or any Affiliate of Seller. Buyer acknowledges and agrees that Seller is a public entity and, as such, this Agreement and the subject transaction are public information and freely available to the public. In addition, prior to and after the Closing, Seller shall not issue any press release or other information to the public regarding the transaction contemplated herein, except as may be expressly approved in advance by Buyer. Notwithstanding the foregoing, Buyer and Seller shall be permitted to make such disclosures as are required by the law, including the securities laws and laws relating to financial reporting and laws and regulations applicable to Seller as a governmental entity. Buyer agrees to indemnify and hold harmless Seller from and against any and all losses, damages, claims and liabilities of any kind (including, without limitation, reasonable attorneys' fees) arising out of Buyer's breach of this Section 11. The provisions of this Section 11 shall survive the termination of this Agreement.

12. Possession. Possession of the Real Property shall be surrendered to Buyer at Closing.

13. Notices. All notices and other communications provided for herein shall be in writing and shall be sent to the address set forth below (or such other address as a party may hereafter designate for itself by notice to the other parties as required hereby) of the party for whom such notice or communication is intended:

13.1. If to Seller:

City of Columbia, South Carolina
Attn: Teresa Wilson
1737 Main Street
Columbia, South Carolina 29201
Email: Teresa.wilson@columbiasc.gov

With a copy to:

Dana Thye
1737 Main Street
Columbia, South Carolina 29201
E-mail: dana.thye@columbiasc.gov

and

Jeff Palen
1737 Main Street
Columbia, South Carolina 29201
E-mail: jeff.palen@columbiasc.gov

If to Buyer:

Southeastern Technology Centers, LLC
 C/O Rogers Townsend, LLC
 Attn: Stuart Lee, Esq.
 1221 Main Street, 14th Floor
 Columbia, South Carolina 29201
 Email: Stuart.Lee@rogerstownsend.com

If to the Escrow Agent to:

Rogers Townsend, LLC
 Attn: Stuart Lee, Esq.
 1221 Main Street, 14th Floor
 Columbia, South Carolina 29201
 Email: Stuart.Lee@rogerstownsend.com

Any such notice or communication shall be sufficient if sent by registered or certified mail, return receipt requested, postage prepaid; by hand delivery; by overnight courier service; or by facsimile or email transmission (provided that such facsimile or email transmission is confirmed by the sender by delivery service or by mail in the manner previously described within 24 hours after such transmission is sent). Any such notice or communication shall be effective when delivered or when delivery is refused.

14. Brokers. Seller represents to Buyer that it has not dealt with any broker or agent in connection with this transaction, other than Spencer Green at Trinity Partners-COLA, LLC (“Seller’s Agent”) Seller shall pay the fees, costs, and commission, if any, due to Seller’s Agent as provided in the Seller’s separate agreement with the Seller’s Agent. Buyer represents to Seller that it has not dealt with any broker or agent in connection with this transaction, other than [REDACTED] (“Buyer’s Broker”). Buyer shall pay the fees, costs and commissions due to Buyer’s Broker as provided in Buyer’s separate agreement with Buyer’s Broker.

15. Escrow Agent. Escrow Agent shall hold the Deposit in accordance with the terms and provisions of this Agreement, subject to the following:

15.1. Obligations. Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement and no implied duties or obligations shall be read into this Agreement against Escrow Agent.

15.2. Reliance. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes, and any statement or assertion contained in such writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instrument in connection with the provisions of this Agreement has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing the same, and Escrow Agent’s duties under this Agreement shall be limited to those provided in this Agreement.

15.3. Escrow Agent Liability. The Escrow Agent shall not incur any liability in connection with the performance of its duties under this Agreement unless the Escrow Agent acts in a negligent manner or is guilty of willful misconduct with regard to its duties under this Agreement.

15.4. Disputes. If the parties (including Escrow Agent) shall be in disagreement about the interpretation of this Agreement, or about their respective rights and obligations, or the propriety of any action contemplated by Escrow Agent, or the application of the Deposit, Escrow Agent shall hold the Deposit until the receipt of written instructions from both Buyer and Seller or a final order of a court of competent jurisdiction. In addition, in any such event, Escrow Agent may, but shall not be required to, file an action in interpleader to resolve the disagreement. Escrow Agent shall be indemnified for all costs and reasonable attorneys' fees in its capacity as Escrow Agent in connection with any such interpleader action and shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in the interpleader action is received.

15.5. Counsel. Escrow Agent may consult with counsel of its own choice and have full and complete authorization and protection in accordance with the opinion of such counsel. Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind, unless caused by its negligence or willful misconduct.

15.6. Interest. All deposits into the escrow shall be held by the Escrow Agent in a non-interest bearing account.

15.7. Conflict. Seller and Buyer acknowledge that Escrow Agent is also representing Buyer in the transaction contemplated by this Agreement and no conflict exists, or to the extent a conflict does exist, the parties waive any such conflict.

16. Representations of Buyer. Buyer represents and warrants to Seller that:

16.1. Authority. Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of South Carolina, duly qualified to transact business in the State of South Carolina and has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Buyer has been duly authorized. The individual(s) executing this Agreement and the instruments referenced herein on behalf of the Buyer have the legal power, right and actual authority to bind Buyer to the terms and conditions hereof and thereof.

16.2. No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Buyer does not and will not violate any applicable law, ordinance, statute, rule, regulation, order, decree or judgment, conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the property or assets of Buyer by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Buyer is a party or which is or purports to be binding upon Buyer or which otherwise affects Buyer, which will not be discharged, assumed or released at Closing. No action by any federal, state or municipal or other governmental department,

commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon Buyer in accordance with its terms.

16.3. Source of Funds. Buyer shall have the right to obtain financing in connection with its purchase of the Property, however Buyer acknowledges and agrees that its obligations hereunder are not contingent upon Buyer obtaining financing for the purchase of the Property.

16.4. Bankruptcy Matters. Buyer has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Buyer's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Buyer's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Buyer's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally, and Buyer has not planned or contemplated, and is not planning or contemplating, any of the foregoing.

16.5. OFAC. Neither Buyer nor any of its affiliates is (i) a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the OFAC of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or any statute or executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), regulation, or other governmental action, and Buyer is not and will not engage in any dealings or transaction or be associated with such persons or entities, or (ii) a "specially designated global terrorist" or other person listed in Appendix A to Chapter V of 31 CFR, as the same has been from time to time updated and amended, or a person either (A) included within the term "designated national" as defined under Sections 1(a), 1(b), 1(c) or 1 (d) of the Executive Order NO. 13224, 666 Fed Reg 49079 (published September 25, 2001) or a person similarly designated under any related enabling legislation or any other similar executive orders.

17. Miscellaneous.

17.1. Assignability. Buyer may not assign this Agreement without first obtaining Seller's written consent, not to be unreasonably withheld, provided however, Buyer may assign this Agreement to an entity controlled by Buyer, or under common control with Buyer without the consent of Seller. In such event. In the event of a permitted assignment, the assignee shall assume all the obligations of Buyer hereunder and Buyer shall also remain fully liable under this Agreement. Any assignment in contravention of this provision shall be void. Any permitted assignee shall be deemed to have made any and all representations and warranties made by Buyer hereunder and shall be bound by any covenant of Buyer hereunder, as if the assignee were the original signatory hereto.

17.2. Governing Law; Bind and Inure. This Agreement shall be governed by the law of the State of South Carolina and shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and personal representatives.

17.3. Recording. Neither this Agreement nor any notice or memorandum hereof shall be recorded in any public land record. A violation of this prohibition shall constitute a material breach entitling the non-breaching party to terminate this Agreement.

17.4. Time of the Essence. Time is of the essence as to the obligations of Buyer under each and every provision of this Agreement.

17.5. Headings. The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

17.6. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17.7. Exhibits. All Exhibits which are referred to herein and which are attached hereto or bound separately and initialed by the parties are expressly made and constitute a part of this Agreement.

17.8. Use of Proceeds to Clear Title. To enable Seller to make conveyance as herein provided, Seller may, at the time of Closing, use the Purchase Price or any portion thereof to clear the title of any or all encumbrances or interests, provided that provision reasonably satisfactory to Buyer's attorney is made for prompt recording of all instruments so procured in accordance with conveyancing practice in the jurisdiction in which the Property is located.

17.9. Submission not an Offer or Option. The submission of this Agreement or a summary of some or all of its provisions for examination or negotiation by Buyer or Seller does not constitute an offer by Seller or Buyer to enter into an agreement to sell or purchase the Property, and neither party shall be bound to the other with respect to any such purchase and sale until a definitive agreement satisfactory to Buyer and Seller in their sole discretion is executed and delivered by both Seller and Buyer.

17.10. Entire Agreement; Amendments. This Agreement and the Exhibits hereto set forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

17.11. Business Days. The phrase "business days" as used herein shall mean the days of Monday through Friday, excepting only federal holidays.

17.12. Attorneys Fees. In the event of any litigation arising out this Agreement, the reasonable attorney's fees and costs incurred by the prevailing party shall be paid by the non-prevailing party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

SELLER:

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
 Name: _____
 Title: _____
 Date: _____

APPROVED AS TO FORM

 Legal Department City of Columbia, SC

BUYER:

SOUTHEASTERN TECHNOLOGY CENTERS, LLC

By: _____
 Name: _____
 Title: _____
 Date: _____

ESCROW AGENT:

ROGERS TOWNSEND, LLC

By: _____
Name: _____
Title: _____

LIST OF EXHIBITS

- Exhibit A** - **Description of Land**
- Exhibit B** - **Property Materials**

EXHIBIT A

Description of Land

Parcel A

All that certain piece, parcel or lot of land with improvements thereon in the State of South Carolina, County of Richland, City of Columbia, being known as 2220 Lee Street and being more fully shown as Parcel B on a plat prepared for W. Croft Jennings, Jr. by I.B. Cox and Son, Registered Land Surveyors and Engineers, dated September 21, 1973, being bordered on the north by Lee Street, whereon it measures ninety-nine and 85/100 (99.85') feet; on the east by property shown on said plat as a portion of Parcel A, whereon it measures two hundred eighteen and seven-tenths (218.7) feet; on the south by property shown on said plat as a portion of Parcel A, whereon it measures one hundred and no-tenths (100.0') feet; and on the west by property now or formerly of Morris, whereon it measures two hundred eighteen and nine-tenths (218.9') feet, all measurements being a little more or less.

Parcel B

All that certain piece, parcel or lot of land, together with the improvements thereon (known as 2224 Lee Street), situate, lying and being on the southern side of Lee Street between Santee and Heidt Streets, in the City of Columbia, County of Richland, State of South Carolina, and being particularly shown and designated as Parcel C upon that certain plat of property surveyed for Porter General Agency, Inc., made by B.P. Barber and Associates, Inc., Engineers, dated May 19, 1965, and having the following boundaries and measurements: on the North by Lee Street and fronting and measuring thereon 75 feet; on the East by property now or formerly of Elizabeth W. Coker and measuring thereon 219.5 feet; on the South by property now or formerly of Robert B. Mobley and Parcel B, as shown on said plat, and measuring thereon 75 feet; and on the West by property now or formerly of Lottie C. Hammond and measuring thereon 218.7 feet, all of which will more fully appear by reference to said plat, and all of said measurements being a little more or less.

Parcel C

All that certain piece, parcel or lot of land, situate, lying and being between Devine Street and Lee Street, in the City of Columbia, County of Richland and State of South Carolina, and being more particularly shown and designated as Parcel B upon that certain plat of property surveyed for Porter General Agency, Inc., made by B.P. Barber and Associates, Inc., Engineers, dated May 19, 1965, and having the following boundaries and measurements: on the North by a portion of property now or formerly of Lottie C. Hammond and a portion of Parcel C, as shown on said plat, and measuring thereon 61 feet; on the East by property now or formerly of Robert B. Mobley and measuring thereon 47 feet; on the South by a portion of Parcel A, as shown on said plat, and measuring thereon 61 feet; and on the West by property now or formerly of Mary S. Dorn and measuring thereon 47 feet, all of which will more fully appear by reference to said plat, and all measurements being a little more or less.

Parcel D

All that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia on the north side of Devine Street between Harden and Heidt Street, with the improvements thereon and known as number 2223 Devine Street, Columbia, S.C., commencing at a point 152.9 feet from the northwestern corner of Devine and Heidt Streets and running from thence in a northerly direction for a distance of 150.5 feet to a point, and from thence turning and running in a westerly direction for a distance of 108 feet to a point, and from thence turning and running in a southerly direction 151 feet to a point on Devine Street, and from thence turning and running in an easterly direction along the said Devine Street for a distance of 108 feet to the point of commencement.

Parcel E

All that certain piece, parcel or lot of land, with improvements thereon, designated as Lot No. 2 on a plat of the property of William S. Weston, and others made by Tomlinson Engineering Company, August 21, 1934, situate, lying and being on the northern side of Devine Street, in the City of Columbia, commencing at an iron stake Two Hundred Sixty and Nine-Tenths (260.9') feet from the northwestern corner of Devine and High Streets, and from thence running in a northerly direction on the western boundary of Lot No. 1, as shown on said plat heretofore referred to for a distance of One Hundred Fifty-One (151') feet to an iron stake and from thence turning and running in a westerly direction Forty-Eight and Eight-Tenths (48.8') feet to an iron stake and from thence turning and running in a northwesterly direction for a distance of Forty-Three and Eight-Tenths (43.8') feet to an iron in concrete and from thence turning and running in a southerly direction for a distance of One Hundred Seventy-Six and Four-Tenths (176.4') feet to an iron in concrete and from thence turning and running in an easterly direction along the northern boundary of Devine Street for a distance of Eighty-Three and Eight-Tenths (83.8') feet to the point of commencement.

Parcel F

All that certain piece, parcel or lot of land, situate, lying and being west of Heidt Street, between Devine and Lee Streets, in the City of Columbia, Richland County, South Carolina, and being irregular in shape, and being cut off the western end of lot conveyed to Robert B. Mobley by Louise C. Mobley by her deed dated July 31, 1947, recorded in the Office of the Clerk of Court for Richland County in Deed Book 5, at Page 87, beginning at an iron at the point where the northeast corner of lot of Mary S. Dorn joins the aforementioned lot of Robert B. Mobley, thence running N 84°-00 W 48.8 feet to a post, thence turning and running N 31°-10 W 87.5 feet to an iron, thence turning and running S 84°-00 E 121 feet to an iron, thence turning at a right angle and running S 5°-05 W 47 feet to the point of beginning, being the lot so delineated and described on plat of property surveyed from Robert B. Mobley by Barber, Keels & Associates, Engineers, dated April 9, 1953, recorded in the Office of the Clerk of Court for Richland County, South Carolina, said lot being bounded on the north by lots of Williams and of Hammond, east by the remaining portion of the aforementioned lot of Robert B. Mobley, and south and west by lot now or formerly of Weston and by property of Mary S. Dorn.

Parcel G

All that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being on the western side of Heidt Street, formerly known as High Street, between Devine and Lee Street, in the City of Columbia, in the County of Richland, State of South Carolina, the improvements thereon being known as 711 Heidt Street, said property measuring 45.5 feet, more or less, on Heidt Street, and running back therefrom in parallel lines for a distance of 200 feet, more or less.

Parcel H

All that certain piece, parcel or lot of land, known as No. 2219 Devine Street, with the improvements thereon, situate, lying and being on the northern side of Devine Street, between Heidt Street (formerly High Street) and Santee Street (formerly Poplar Street), in the City of Columbia, County of Richland, State of South Carolina, being shown and designated as Lot No. Three (3), on plat of property of William S. Weston, et al, by Tomlinson Engineering Co., dated August 21, 1934, and recorded in the Office of the Register of Mesne Conveyance for Richland County in Plat Book "G" at Page 156, measuring on its northern and southern sides Sixty-Four and 5/10 (64.5) feet and on its eastern and western sides One Hundred Sixty Two (162') feet; and being bounded on the North by portion of Lot No. 4, on said plat (property of W.S. Weston); on the East by portion of Lot No. 2, on said plat (property of W.S. Weston); on the South by Devine Street; and on the West by portion of Lot No. 4, on said plat (property of W.S. Weston).

Parcel I

All that certain piece, parcel or lot of land, with improvements thereon, in the State of South Carolina, County of Richland, City of Columbia, being known as 2228 Lee Street, and being more fully shown on a plat prepared for W. Croft Jennings, Jr. by Isaac B. Cox & Son, Registered Land Surveyors and Engineers, dated May 20, 1974, being bordered on the north by Lee Street whereon it measures 49.9 feet; on the east by property shown on said plat as now or formerly Security Federal Savings & Loan Association, now or formerly Layton, now or formerly Williams, and now or formerly Williams whereon it measures 219.7 feet; on the south by property shown as now or formerly W. Croft Jennings, Jr. whereon it measures 49.95 feet; on the west by property now or formerly W. Croft Jennings, Jr. whereon it measures 219.4 feet, all measurements being a little more or less.

Parcel J

All that certain piece, parcel or lot of land, with improvements thereon, known as No. 2204 Lee Street, being more fully described in a plat prepared for W. Croft Jennings, Jr. by Isaac B. Cox & Son, Reg. Land Surveyor and Engineer, dated September 12, 1974. Said parcel is bordered on the North by Lee Street whereon it measures Seventy-Four and Nine-Tenths (74.9') feet, on the east by property now or formerly of W. Croft Jennings, Jr. whereon it measures Two Hundred Eighteen and Five-Tenths (218.5') feet, on the South by property now or formerly of W. Croft Jennings, Jr. whereon it measures Forty-Two and Three-Tenths (42.3') feet, on the South by property now or formerly of Mid-Carolina Alcohol Association whereon it measures Forty-Two and Six-Tenths (42.6') feet, and on the west by property of Holy Trinity Lutheran Church whereon it measures

One Hundred Ninety-One and Two-Tenths (191.2') feet. The aforesaid conveyance described the property as having a depth of Two Hundred Eight (208') feet, more or less, but upon an accurate survey being made, which survey is above referred to, the depth is determined to be Two Hundred Eighteen and Five-Tenths (218.5') feet on the eastern boundary and One Hundred Ninety-One and Two-Tenths (191.2') feet on the western boundary.

Parcel K

All that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, in the block bounded by Devine Street, Santee Avenue, Lee Street and Heidt Street and located One Hundred Sixty-One and Eight-Tenths (161.8') feet north of Devine Street and consisting of Two Thousand Four Hundred Forty-Six (2,446) square feet and being more particularly shown on a plat prepared for W. Croft Jennings, Jr. dated April 21, 1975, by Isaac B. Cox & Son, Reg. Land Surveyors and Engineers, whereon said property is shown bounded on the North by property of W. Croft Jennings, Jr. whereon it measures Forty-Two and Six-Tenths (42.6') feet and Forty-Five and One-Tenth (45.1') feet, on the East by property of W. Croft Jennings, Jr. whereon it measures Fourteen and Two-Tenths (14.2') feet, on the South by property of W. Croft Jennings, Jr. whereon it measures Sixty-Four and Six-Tenths (64.6') feet, on the West by property of Mid-Carolina Alcohol Association whereon it measures Sixty-Four and Six-Tenths (64.6') feet.

This being all the same property also described as follows:

All that certain piece, parcel or tract of land with any and all improvements thereon, situate, lying and being in the City of Columbia, Richland County, South Carolina, as more particularly described as containing 2.83 acres (123254 Sq. Ft.), more or less, on a Plat prepared for State of South Carolina by Baxter Land Surveying Co., Inc., dated March 18, 2004, and said parcel having the following metes and bounds to wit:

BEGIN AT POINT on the northern right-of-way of Devine Street, which point is located 153.1 feet northwest of the intersection of the northern right-of-way of Devine Street and the western right-of-way of Heidt Street; thence running along the northern right-of-way of Devine Street N 82°39'00" W for a distance of 256.29 feet to a 1" pipe found; thence turning and running along property now or formerly of Holy Trinity Lutheran Church the following courses and distances: (i) N 07°24'53" E for a distance of 161.66 feet to a 1/2" rebar found; (ii) N 00°57'19" E for a distance of 64.66 feet to a 1/2" rebar found; (iii) N 07°08'01" E for a distance of 191.10 feet to a 1" pipe found; thence turning and running along the southern right-of-way of Lee Street S 82°28'35" E for a distance of 299.06 feet to a 1/2" rebar found; thence turning and running along property now or formerly of Emily M. Wilson & Allen Prater, Dorothy A. Doniphan, Dorothy W. Bratton and Willis D. Bethea, Jr. S 06°45'39" W for a distance of 220.32 feet to a point; thence turning and running along property now or formerly of Willis D. Bethea, Jr. S 82°35'44" E for a distance of 115.45 feet to a point; thence turning and running along the western right-of-way of Heidt Street S 07°08'23" W for a distance of 45.26 feet to a point; thence turning and running along property now or formerly of Frances C. Wells N 82°29'42" W for a distance of 152.80 feet to a 1" pipe; thence turning and running along property now or formerly of Frances C. Wells S 07°23'27" W for a distance of 150.84 feet to the Point of Beginning, be all measurements a little more or less.

EXHIBIT B**Property Materials****[to the extent in Seller's possession]**

- a) Existing title policy and survey.
- b) Environmental Reports and Engineering Reports done in the past five years.
- c) Plans, specifications and any architectural drawings, if any.



MEETING DATE: May 6, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 201 Stoneridge Drive, 0.23 acre N/S Stoneridge Drive, 0.25 acre E/S Timothy Drive, 0.24 acre Jacob Road, 0.24 acre E/S Timothy Drive, and 365 Jacob Road, TMS# 07212-02-05, 07212-02-07, 07212-02-01, 07212-02-02, 07309-04-01, and 07309-04-02**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-022 - Annexing 201 Stoneridge Drive, 0.23 acre N/S Stoneridge Drive, 0.25 acre E/S Timothy Drive, 0.24 acre Jacob Road, 0.24 acre E/S Timothy Drive, and 365 Jacob Road, Richland County TMS # 07212-02-05, 07212-02-07, 07212-02-01, 07212-02-02, 07309-04-01, and 07309-04-02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Proposal: Request to annex the property, assign the land use classifications of Community Activity Corridor (AC-2) and Urban Edge Mixed Residential (UEMR), and assign zoning of Employment Campus District (EC) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and Mixed Use Corridor, and zoned Institutional (INS) and Residential 3 (R3) by Richland County.

Council District: 2

Applicant: Reg & D, LLC and URA's, LLC

Staff Recommendation: Approval

PC Recommendation: 03/13/2025; Approval (8-0)

First reading approval was given on April 15, 2025.

ATTACHMENTS:

- **#a:** 2025-022 - Annex and Incorporate 201 Stoneridge Drive (PDF)
- **#b:** ANNEX-2025-0003_Stoneridge201_ZPH Packet (PDF)

HISTORY:**04/15/25****Columbia City Council APPROVED ON FIRST READING.**

ORDINANCE NO.: 2025-022

Annexing 201 Stoneridge Drive, 0.23 acre N/S Stoneridge Drive, 0.25 acre E/S Timothy Drive, 0.24 acre Jacob Road, 0.24 acre E/S Timothy Drive, and 365 Jacob Road, Richland County TMS # 07212-02-05, 07212-02-07, 07212-02-01, 07212-02-02, 07309-04-01, and 07309-04-02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2025, that:

1. The above recitals and findings are incorporated herein by reference and made a

part of this Ordinance.

2. The property identified as 201 Stoneridge Drive, 0.23 acre N/S Stoneridge Drive, 0.25 acre E/S Timothy Drive, 0.24 acre Jacob Road, 0.24 acre E/S Timothy Drive, and 365 Jacob Road, Richland County TMS # 07212-02-05, 07212-02-07, 07212-02-01, 07212-02-02, 07309-04-01, and 07309-04-02 containing 1.90 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #2, Census Tract 104.03, and assigned a future land use classification of Community Activity Corridor (AC-2) and Urban Edge Mixed Residential (UEMR) and zoning of Employment Campus District (EC).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 07212-02-05, 07212-02-07, 07212-02-01, 07212-02-02, 07309-04-01, and 07309-04-02

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2025-022**EXHIBIT "A"**
PROPERTY DESCRIPTION

All that certain piece, parcel or lots of land, with improvements thereon, situate, lying and being in Dutch Fork Township, near the City of Columbia, County of Richland, State of South Carolina, and being shown as Lots A, Lot B, Lot C, Lot D, Lot E and Lot F on a plat prepared for Reg & D, LLC by Ben H. Whetstone, R.L.S. dated September 7, 2022, and recorded September 22, 2022, in Book 2782 at page 897, and having such boundaries and measurements as shown on the plat, which is specifically incorporated herein.

LEGAL DEPARTMENT DRAFT



CITY COUNCIL

April 15, 2025 at 4:00 P.M.

City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

201 Stoneridge Drive, 0.23 acre N/S Stoneridge Drive, 0.25 acre E/S Timothy Drive, 0.24 acre Jacob Road, 0.24 acre E/S Timothy Drive, and 365 Jacob Road, TMS# 07212-02-05, 07212-02-07, 07212-02-01, 07212-02-02, 07309-04-01, and 07309-04-02

Council District:	2
Proposal:	Request to annex the property, assign the land use classifications of Community Activity Corridor (AC-2) and Urban Edge Mixed Residential (UEMR), and assign zoning of Employment Campus District (EC) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and Mixed Use Corridor, and zoned Institutional (INS) and Residential 3 (R3) by Richland County.
Applicant:	Reg & D, LLC and URA's, LLC
Staff Recommendation:	Approval
PC Recommendation:	03/13/2025; Approved (8-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.9 acres

Current Use: Vacant

Proposed Use: Commercial

Reason for Annexation: Municipal Services – Potential Development

Urban Service Area: Secondary

Current County Land Use Classification: Mixed Residential (High Density) and Mixed Use Corridor

Proposed City Land Use Classification: Community Activity Corridor (AC-2) and Urban Edge Mixed Residential (UEMR)

Current County Zoning: Institutional (INS) and Residential 3 (R3)

Proposed City Zoning: Employment Campus District (EC)

Census Tract: 104.03

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 classifications for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map are Community Activity Corridor (AC-2) and Urban Edge Mixed Residential (UEMR) as shown on the enclosed map. The property is currently designated as Mixed Residential (High Density) and Mixed Use 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 located within the study area [The Broad River Road Corridor and Community Master Plan](#) adopted by Richland County in 2010. The property is also within the study area of the [Reaching Riverbanks Community Mobility Plan](#) (2025).

The property falls within the Greystone Boulevard Neighborhood Sub-Area set forth by *The Broad River Road Corridor and Community Master Plan* (page 48), and the Plan assigned a proposed land use character district of Transition Mixed-Use District to the two parcels with frontage along Stoneridge Drive, and Neighborhood Residential District to the parcels with frontage along Jacob Road and Timothy Drive (page 32). The property is not located within the vicinity of a proposed catalyst project (page 54).

The *Reaching Riverbanks Community Mobility Plan* focuses on the nexus between land use and transportation. Recognizing that most residents within the large study area are unable to connect their local trips within the study area without utilizing large corridors, the plan makes a series of recommendations to improve community mobility within the study area. The plan also seeks to simplify the mixture of future land use classifications across jurisdictions, setting forth a growth strategy that identifies areas as either growth or conservation based upon the future land use they have been assigned.

The subject property is split between growth and conservation areas along the same lines, with the frontage along Stoneridge identified for growth, and the rear four parcels identified for conservation. Per the plan draft:

“Areas for additional growth and development are located along Riverbanks’ major corridors. Properties in these areas are lower intensity with capacity to add growth with the most direct access to major roadways and transit that can serve this growth. Growth Areas align with city and county future land use districts that already contain policies to transform corridor development to this effect.

Conservation Areas are located more internally to the study area and often located closer to the actual bank of the rivers. Aside from being primarily residential in nature, they also contain many of the study area’s natural assets that are part of Riverbanks’ unique character and should be protected. Conservation Areas generally align with existing city and county residential future land use classifications. It’s not to say these areas won’t receive growth, but growth here will be much more modest and residential in nature.” (page 77)

Relevant to the project area, plan recommendations include improving pedestrian and bicycle access to the rivers and existing park spaces and improving or identifying small neighborhood connections that improve internal circulation away from the major corridors (page 52). Specific to the community mobility plan map, these include recommendations for urban trail connections (on-street bike lanes) along Stoneridge Drive, and potential street connections extending along Youngs Chapel Road adjacent to the subject property, both of which could provide increased multimodal connectivity (Plan pages 130-132 and map of mobility recommendations).

ZONING

The property is currently zoned Institutional (INS) and Residential 3 (R3) by Richland County. Adjacent parcels within the City of Columbia are zoned Employment Campus District (EC) to the west and south. Adjacent parcels in unincorporated Richland County are currently zoned Institutional (INS) and Residential 3 (R3) to the east, and Residential 3 (R3) to the north and west.

The proposed City of Columbia Zoning is Employment Campus District (EC).

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 Community Activity Corridor (AC-2) and Urban Edge Mixed Residential (UEMR) as shown on the enclosed map and zoning of Employment Campus District (EC) at the time of annexation.

STARLIGHT DR

SALUDA RIVER RD

TIMOTHY DR

JACOB RD

MOORE HOPKINS LN

Subject Properties

STONERIDGE DR

INTERSTATE 126 W

CANDI LN

INTERSTATE 126 E

GRACERN RD

I-126 ONRAMP



Future Land Use

201 Stoneridge Drive, TMS# 07212-02-05 and -07, 07212-02-01 and -02, 07309-04-01 and -02
 Current Richland County Future Land Use: Mixed Residential (High Density) & Mixed Use Corridor
 Proposed City Future Land Use: Community Activity Corridor (AC-2) and Urban Edge Mixed Residential (UEMR)

18.b

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

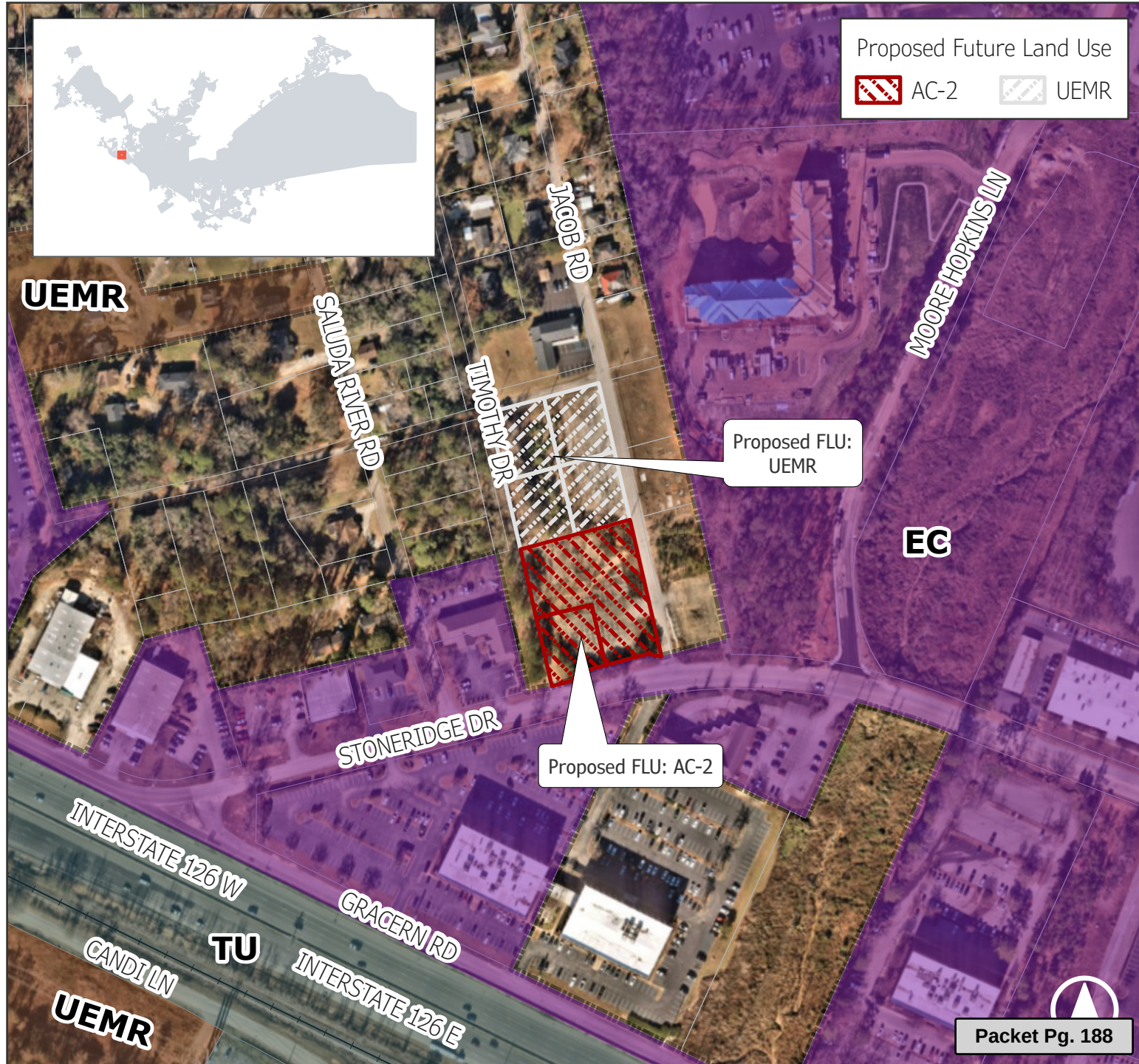
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Planning & Development
 Services Department

Created by: ladeforth Date: 2/24/2025

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Zoning

201 Stoneridge Drive, TMS# 07212-02-05 and -07, 07212-02-01 and -02, 07309-04-0

18.b

Current Richland County Zoning: INS and R3

Proposed City Zoning: Employment Campus District (EC)

Legend

- EC: Employment Campus District
- Parcels
- City Limits



0 100 200 Feet



Planning & Development
Services Department

Created by: sw Hudson Date: 2/20/2025

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Current Future Land Use Classifications

MIXED RESIDENTIAL

Land Use and Character

Areas include much of the urban and suburban developed areas in the County as well as edge areas adjacent to other jurisdictions in the County. These are densely developed urban and suburban areas, or opportunities for dense suburban development. Mixed residential areas include the full range of uses supportive of neighborhood, community, and regional commercial and employment needs. Residential single-family, multi-family, office and institutional, general and neighborhood commercial, and recreational uses are appropriate for this area. Some light industrial uses are also found today in these areas, but additional industrial development with significant community impacts (i.e., noise, exhaust, odor, heavy truck traffic) is discouraged, unless the area is identified specifically for these uses. Schools, churches, parks, and other institutional uses help support the full service nature of Mixed Residential areas. **See Appendix B for more detailed guidance for this category.**



Desired Development Pattern

Developments should reinforce the guiding principle of making neighborhoods and communities in Richland County more livable. Mixed Residential areas should provide a mix of housing opportunities within individual developments, preferably organized around a neighborhood center or public space. To the extent possible, commercial and office development should be located in Activity Centers and in Mixed Use Corridors. High density residential uses should be located proximate to or incorporated within Activity Centers, increasing existing and future opportunities for transit service to these locations. Grid and modified grid development patterns are preferred over curvilinear and cul-de-sac designs to support connectivity.



Transportation

Upgrades to roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. New neighborhoods should include the full range of transportation options, including recreational sidewalks, trails and greenways, as possible.

Recommended Land Uses

Primary, Secondary, and Tertiary Land Uses: See Appendix B for the map and Handbook that identify recommended Development Types and Primary, Secondary, and Tertiary Uses that are encouraged for these areas.

Policy Guidance

1. See Appendix B for the map that identifies the recommended Development Types for Mixed Residential areas, and references specific design guidance for each Development Type.

Relevant Plans

Broad River Neighborhood Master Plan, Broad River Corridor and Community Master Plan, Lower Richland Community Strategic Master Plan, Trenholm Acres/Newcastle Master Plan, Arcadia Lakes Comprehensive Plan, Blythewood Comprehensive Plan, Cayce Comprehensive Plan, Columbia Comprehensive Plan, Forest Acres Comprehensive Plan

Priority Investment Areas

1 I-26 Broad River Road interchange (south), Portion of #5 I-20 Fairfield Interchange, Most of #9 Decker Boulevard and Two Notch Road, Portion of #10 I-77 Bluff Road Interchange (Bluff Road Exit)

Areas of Common Interest

Proposed projects in the Northwest, North Central, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

MIXED-USE CORRIDOR

Land Use and Character

Areas include established commercial, office, and medium-density residential developments located along principal arterial roads, and exclude established single-family residential subdivisions that may be located in the corridor. Mixed-use corridor areas should provide a vertical and horizontal mix of suburban scale retail, commercial, office, high-density residential, and institutional land uses. Open spaces and parks are also important uses within Mixed-Use Corridors. These corridors are punctuated by higher intensity development located at “nodes” called Activity Centers where the highest density and integration of mixed uses occurs.



Desired Development Pattern

Suburban commercial corridors should be transformed over time from traditional strip commercial development to Mixed-Use Corridors connecting Activity Centers. Between Activity Centers, corridors should be redeveloped to convert single story, single use developments on individual lots to multi-story, mixed use formats that organize uses in a pedestrian-friendly format.



Transportation

Developments are encouraged to be planned as larger master planned developments to increase access management opportunities and reduce the number of driveways on serving roads. Internal connectivity between commercial, office, and residential developments should occur. As feasible, new road improvements and suburban commercial centers should provide safe and easy access to travelers riding the bus and walking from adjacent developments. Long term strategies should be developed to assess necessary adjustments to accommodate future rail transit.

Recommended Land Uses

Primary Land Uses: Multi-family housing, professional offices, restaurants and bars, financial institutions, medical offices, personal services, drug stores, smaller-scale retail shopping, parks and recreational facilities are appropriate along the corridor, and are preferably developed within mixed-use centers.

Secondary Land Uses: Other commercial uses such as drive-through restaurants, convenience stores and gasoline stations, and other more intensive commercial uses are more appropriate proximate to and within Activity Centers.

Policy Guidance

1. Access management techniques that consolidate methods of ingress and egress as a means to preserve transportation system capacity are encouraged.
2. To increase the vitality of corridors and their adjacent Activity Centers, new development should be sited with fronts facing the road or other site orientations to create a “main street” pattern of development.
3. Vertical mixing of uses (“stacking”) is the preferred form of development along the corridor and generally should range from 2-5 stories, with the tallest buildings in transition areas outside of activity centers and lower heights along the central portions of the corridor.
4. New development and redevelopment within aging commercial corridors should improve visual character along the corridor through site orientation, tree plantings and landscaping, architectural features, location of parking, and signage.
5. Larger master-planned developments are encouraged to use consistent design themes throughout, including architectural features and signage.
6. The location of parking to the side or rear of developments is encouraged. Consideration should be given to reduce parking requirements to facilitate redevelopment of underutilized properties.
7. Internal circulation for vehicles and pedestrians should be provided between uses, and connectivity with adjacent developments is preferred.

MIXED-USE CORRIDOR

8. Public-private partnerships should be undertaken on catalyst projects to trigger the redevelopment process in underutilized commercial corridors. Public investments may include the sale or conveyance of lands and public infrastructure improvements.

Relevant Plans

Broad River Road Corridor Master Plan, Lower Richland Community Strategic Master Plan, Southeast Richland Neighborhood Master Plan, The Renaissance Plan: Decker Boulevard/Woodfield Park Area, Trenholm Acres Master Plan

Priority Investment Areas

#9 Decker Boulevard and Two Notch Road

Areas of Common Interest

Proposed projects in the Northwest, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Existing Zoning Districts of Similar Character

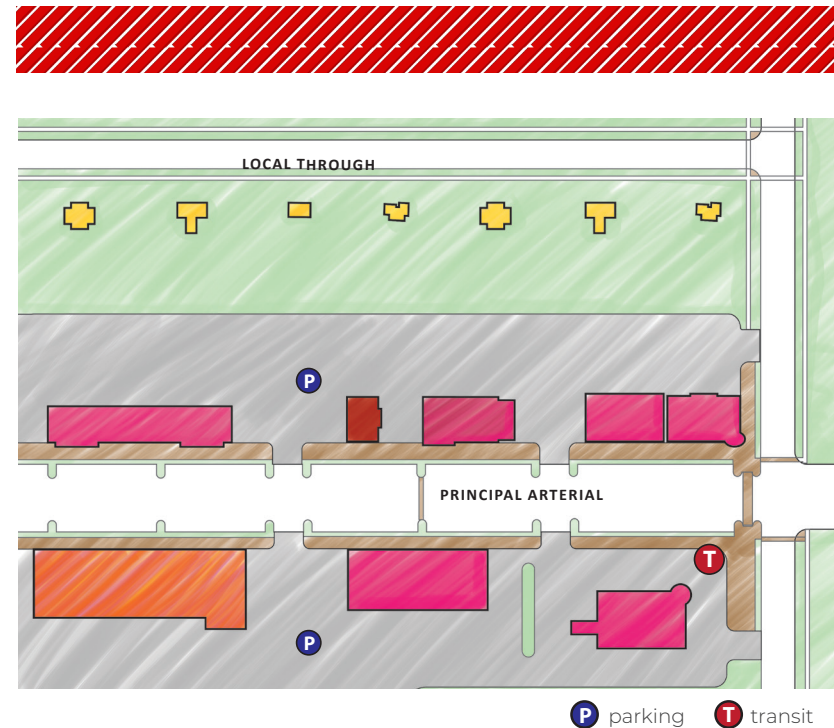
OI, NC, GC, RS-HS, RM-MD, RM-HD, PDD, RD, CRD, DBWP

Proposed Future Land Use Classifications

Development Types

COMMUNITY ACTIVITY CORRIDOR (AC-2)

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a three-mile to five-mile drive and typically consist of a variety of commercial and service issues.



AC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

SECONDARY TYPES

- Multi-family Small & Medium

TERTIARY TYPES

- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

AC-2 DEVELOPMENT PATTERN/CONTEXT

- Streets are principal or minor arterial roads carrying high traffic volumes,
- Blocks are not the base component for this development type.
- Lots are large and adequately deep and wide to accommodate groups of smaller businesses or medium to larger format buildings with sufficient parking. Floor area ratios (FARs) are usually in the range of 0.2 to 0.25 for these corridors, but FARs of 3.0 or greater may be appropriate as infill and redevelopment occur.
- Buildings are oriented toward the street and may be located at the front of the lot, right behind the sidewalk, or setback with parking lots in front of the buildings. In new or redevelopment projects, setting the buildings close to the street is preferred with side or rear lots. Access to businesses should be provided from the sidewalk. Buildings may be out-lot, freestanding structures, or in attached strip mall-type structures.
- Designated off-street parking areas are typically located in front of or behind each building; corridors may also have on-street parking.
- These corridors are often located along transit routes, and sidewalks and bike lanes should be incorporated to allow safe access to businesses in corridors. An access management plan should be prepared for each activity corridor to promote safety for pedestrians, bicyclists, transit users, and motorists, as well as accessibility for all businesses.



- Open spaces are provided on individual lots in the form of perimeter plantings and buffer yards are typical.
- Consolidated architectural details and finishes are encouraged to create a cohesive appearance along corridors. Buildings are typically one to two stories.

Development Types

URBAN EDGE MIXED RESIDENTIAL (UEMR)

Urban Edge Mixed Residential neighborhoods are appropriate near the perimeter of the City or in the outer ring of neighborhoods. This development type primarily represents existing post-1940s subdivisions and the auto-oriented corridors associated with them. The pattern is also suitable for small to medium infill development within these areas. It is primarily characterized by individual subdivisions or neighborhoods with a specific street and block pattern adjacent to other subdivisions or neighborhoods with a different subdivision street and block pattern. Urban Edge Mixed Residential neighborhoods can accommodate a variety of housing types from detached single-family to multi-family complexes.



UEMR BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small & Medium

TERTIARY TYPES

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UEMR DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure. It may have limited points of connections and frequent use of culs-de-sac.
- Streets vary in width from 30 foot rights-of-way to 60 foot rights-of-way. Sidewalks are not common in existing neighborhoods but should be provided in redevelopment or new development.
- Blocks vary by subdivision but may be similar to an urban block, or be less defined and more organically shaped by the landscape or former parent lot.
- The subdivision pattern is typically very consistent in terms of lot sizes. Lots themselves may vary from rectangular parcels to wedge-shaped parcels consistent with the more curvilinear street network and cul-de-sac lots.
- Buildings are typically located near the center of the lot, with somewhat equal front and back yards. Buildings often present a wider façade to the street and attached garages and driveways are common.
- Building scale and design of groups of housing types should be complimentary to adjacent housing types in scale. Housing types are typically developed in separate subdivisions (multi-family, single-family, townhouses). Mixing of housing types within a block is uncommon.
- Open space should be provided throughout Urban Edge Mixed Residential developments in an informal and passive manner as well as through neighborhood recreation facilities and clubhouses.



- Architectural details may vary within each subdivision depending on the mix of residential types and era of construction. Infill development should respect the existing horizontal and vertical scaling as well as location and orientation of buildings on the lots.

Proposed Zoning District



EC: Employment Campus District

Purpose

The purpose of the Employment Campus (EC) District is to provide lands that accommodate a mix of employment, research and development, and light industrial development, with an expectation of high quality design, typically within a campus setting.

Development allowed in the EC District includes office, institutional, light industrial, research, and similar employment uses. Allowed uses include trade schools, offices, research and medical laboratories, and medium-intensity manufacturing, as well as uses such as multi-family dwellings, restaurants, and retail sales and services that are supportive of principal employment-based uses.

Intensity and Dimensional Standards

Standard	Multi-Family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)	10,000	N/A
Lot Width, min. (ft.)	75	50
Lot Coverage, max. (% of site area)	75	
Density, max. (du/acre)	N/A	
Front Yard Setback, min. (ft.)	15	
Side Yard Setback, min. (ft.)	5	
Rear Yard Setback, min. (ft.)	10	
Building Height, max. (ft.)	75	

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Community recreation center	Elementary, middle, or high school
Dwelling, live -work	Cultural facility	School, business or trade
Dwelling, mixed-use	Day care facility	Hospital
Dwelling, multifamily	Government office	Laboratory, medical or dental
Dwelling, townhouse	Library	Medical or dental clinic/office
Continuing care Community (CCRC) ¹	Membership organization facility	Nursing care facility
Residential care facility ²	Place of worship ¹	Park or greenway ¹
Broadcasting studio	Public safety facility	Park and ride
Newspaper or periodical publishing establishment	Social services facility	Parking lot ¹
	College or university	Parking structure ¹

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.

EC: EMPLOYMENT CAMPUS

Passenger terminal, surface transportation	Recreation facility, indoor, not elsewhere listed
Utility facility, major ²	Recreation facility, outdoor, not elsewhere listed
Utility facility, minor	
Animal shelter	Building supplies and equipment store
Kennel ¹	Consumer goods store
Veterinary hospital or clinic ¹	Convenience store ²
Laboratory, testing or research	Farmers' market
Linen or uniform supply	Grocery store or food market
Self-service storage ¹	Liquor store ²
Sign fabricating establishment	Gasoline sales and service station ¹
Eating establishment only ¹	Personal vehicle repair and maintenance ¹
Eating and drinking establishment, Type 1 ¹	Personal vehicle sales and rentals ¹
Eating and drinking establishment, Type 2 ²	Vehicle paint and finishing shop
Funeral home or mortuary	Hotel or motel
Business/Professional office	Agriculture and forestry uses, not elsewhere listed
Contractor's office	Community garden ¹
Bank, retail	Crop production and processing
Beauty salon or barbershop	Warehouse distribution and storage
Body piercing or tattoo establishment ¹	Wholesale sales, not elsewhere listed
Dry cleaning pick-up ¹	
Laundry, coin-operated	Manufacturing, assembly, or fabrication, light
Nail salon	Manufacturing, assembly, or fabrication, medium
Repair of personal goods	
Car wash	
Banquet hall	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.



MEETING DATE: May 6, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 702 Dixie Avenue (portion), TMS# 09309-06-02 (portion)

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-023 - Annexing 702 Dixie Avenue (portion), TMS# 09309-06-02 (portion) into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Proposal: Request to annex the property, assign the land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of Residential Mixed District (RM-1) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential 4 (R4) by Richland County.

Council District: 1

Applicant: Tracy Sweatt, Bridgette Phillips, and Marcella McCoy

Staff Recommendation: Approval

PC Recommendation: 03/13/2025; Approval (8-0)

First reading approval was given on April 15, 2025.

ATTACHMENTS:

- **#a:** 2025-023 - Annex and Incorporate 702 Dixie Ave (PDF)
- **#b:** ANNEX-2025-0002_Dixie702_ZPH Packet (PDF)

Action Item (ID # 10014)

Meeting of May 6, 2025

HISTORY:

04/15/25

Columbia City Council APPROVED ON FIRST READING.

ORDINANCE NO.: 2025-023

Annexing 702 Dixie Avenue (portion), Richland County TMS # 09309-06-02 (portion) into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2025, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.

2. The property identified as 702 Dixie Avenue (portion), Richland County TMS # 09309-06-02 (portion) containing 0.15 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #1, Census Tract 106, and assigned a future land use classification of Urban Core Residential Small Lot (UCR-1) and zoning of Residential Mixed District (RM-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 09309-06-02 (portion)

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2025-023**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 0.17 acres, more or less, and shown and designated as block 06, lot 02 on Richland County Tax Map 09309. Said parcel having such boundaries and measurements as are shown on said tax map.

Less and excepting all that portion of said parcel previously annexed into the City of Columbia on December 2, 1955 by consolidation with the former Town of Eau Claire.

LEGAL DEPARTMENT DRAFT



CITY COUNCIL

April 15, 2025 at 4:00 P.M.

City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

702 Dixie Avenue (portion), TMS# 09309-06-02 (portion)

Council District:	1
Proposal:	Request to annex the property, assign the land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of Residential Mixed District (RM-1) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential 4 (R4) by Richland County.
Applicant:	Tracy Sweatt, Bridgette Phillips, and Marcella McCoy
Staff Recommendation:	Approval
PC Recommendation:	03/13/2025; Approval (8-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.15 acre
Current Use: Residential
Proposed Use: Residential
Reason for Annexation: Municipal Services - New Tap
Urban Service Area: Primary
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Land Use Classification: Urban Core Residential Small Lot (UCR-1)
Current County Zoning: Residential 4 (R4)
Proposed City Zoning: Residential Mixed District (RM-1)
Census Tract: 106

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a "Primary 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.

Primary Areas

Primary Areas are made up of land contiguous to the City where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities. Annexations within Primary Areas are the second highest priority, after areas classified as Donut Hole - Primary. Barring unanticipated circumstances, annexation is recommended and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Core Residential Small Lot (UCR-1). The property is currently designated as Residential 4 (R4) by Richland County.

Refer to the attached land use classification descriptions for existing Richland County and proposed City of Columbia land use classifications.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study areas for the [Master Plan for the Villages of North Columbia](#) (2005) and the [Walkable 29203 Pedestrian Master Plan](#) (2017).

The subject property is located within the study area of *The Master Plan for the Villages of North Columbia*, more specifically within Cluster Three (Section 2, Page 49) and the proposed College Village (Section 3, Page 85) set forth by the plan. The College Village plan recommends a future land use classification of Low Density Residential (Single-Family Detached Homes) (Section 3, Page 97).

The property falls within the Edgewood Acres neighborhood as defined by the plan, though it is now part of the Hyatt Park Keenan Terrace neighborhood association boundary. The Edgewood Acres neighborhood was identified as a redevelopment area by the plan, noting numerous vacant lots and an absence of capital improvements such as sidewalks and curb and gutter.

The subject property is also located within the study area of the *Walkable 29203 Pedestrian Master Plan*, which was the result of a joint planning effort between SCDHEC, Richland County, and the City of Columbia. The plan makes broad policy recommendations for the entire 29203 zip code, as well as specific policy and infrastructure recommendations within and adjacent to the North Main and Crane Creek planning areas. Area-wide, the Plan recommends improving the streetscape for pedestrian use to combat perceptions of crime and encourage pedestrian use (Page 117). The plan does not make any specific recommendations for Dixie Avenue.

ZONING

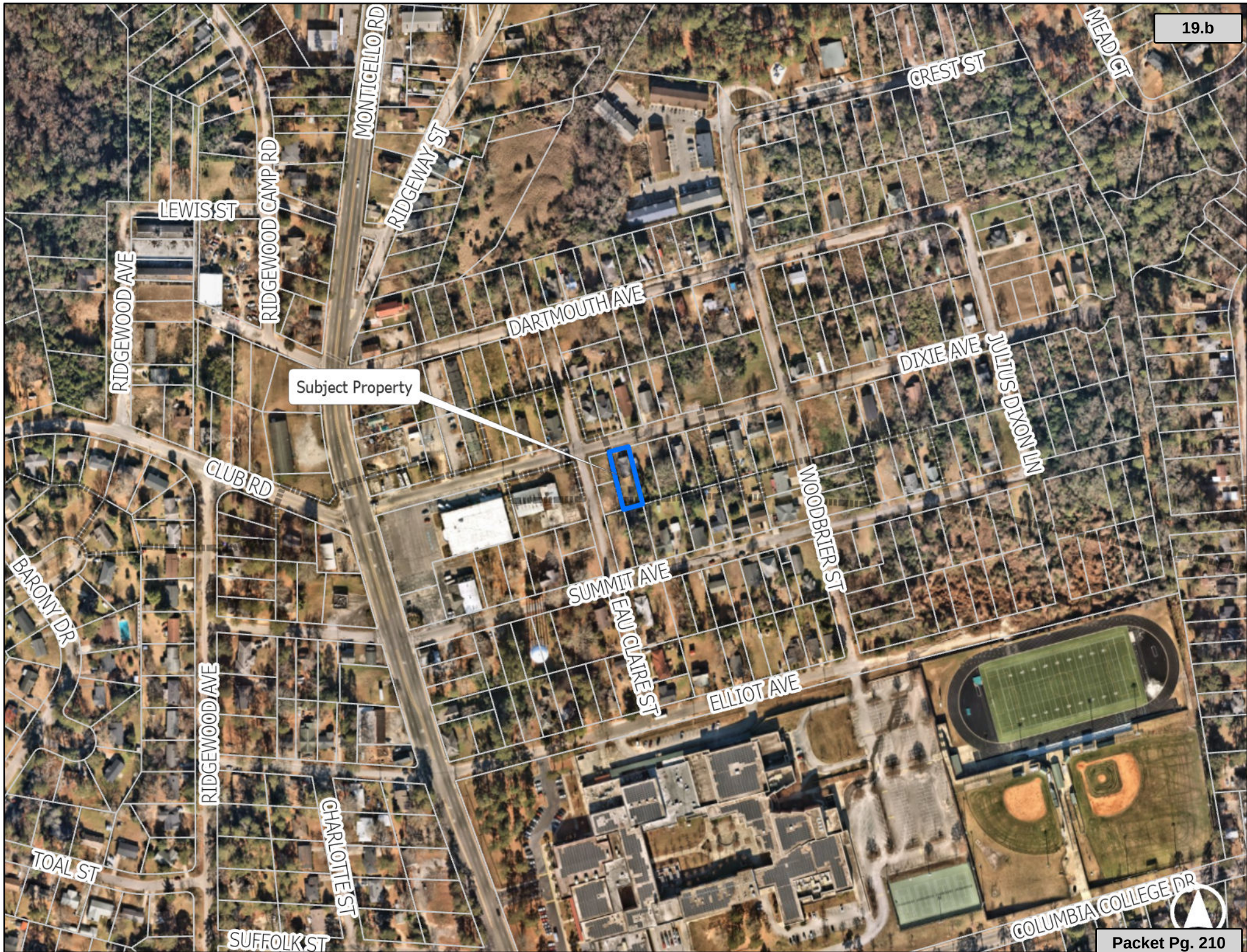
The portion of the property in unincorporated Richland County is currently zoned Residential 4 (R4); the portion within the City is zoned Residential Mixed District (RM-1). Adjacent parcels within the City of Columbia are zoned Residential Mixed District (RM-1) to the west and Residential Single Family Small Lot to the south. Adjacent parcels in unincorporated Richland County are currently zoned Residential 5 (R5) to the north and east.

The proposed City of Columbia zoning is Residential Mixed District (RM-1).

Refer to the attached zoning district descriptions for more information on the proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends the assignment of the future land use classification of Urban Core Residential Small Lot (UCR-1) and zoning of Residential Mixed District (RM-1) at the time of annexation.



Subject Property

Future Land Use

702 Dixie Avenue, TMS# 09309-06-02 (portion)

Current Richland County Future Land Use: Mixed Residential (High Density)

Proposed City Future Land Use: Urban Core Residential Small Lot (UCR-1)

19.b

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

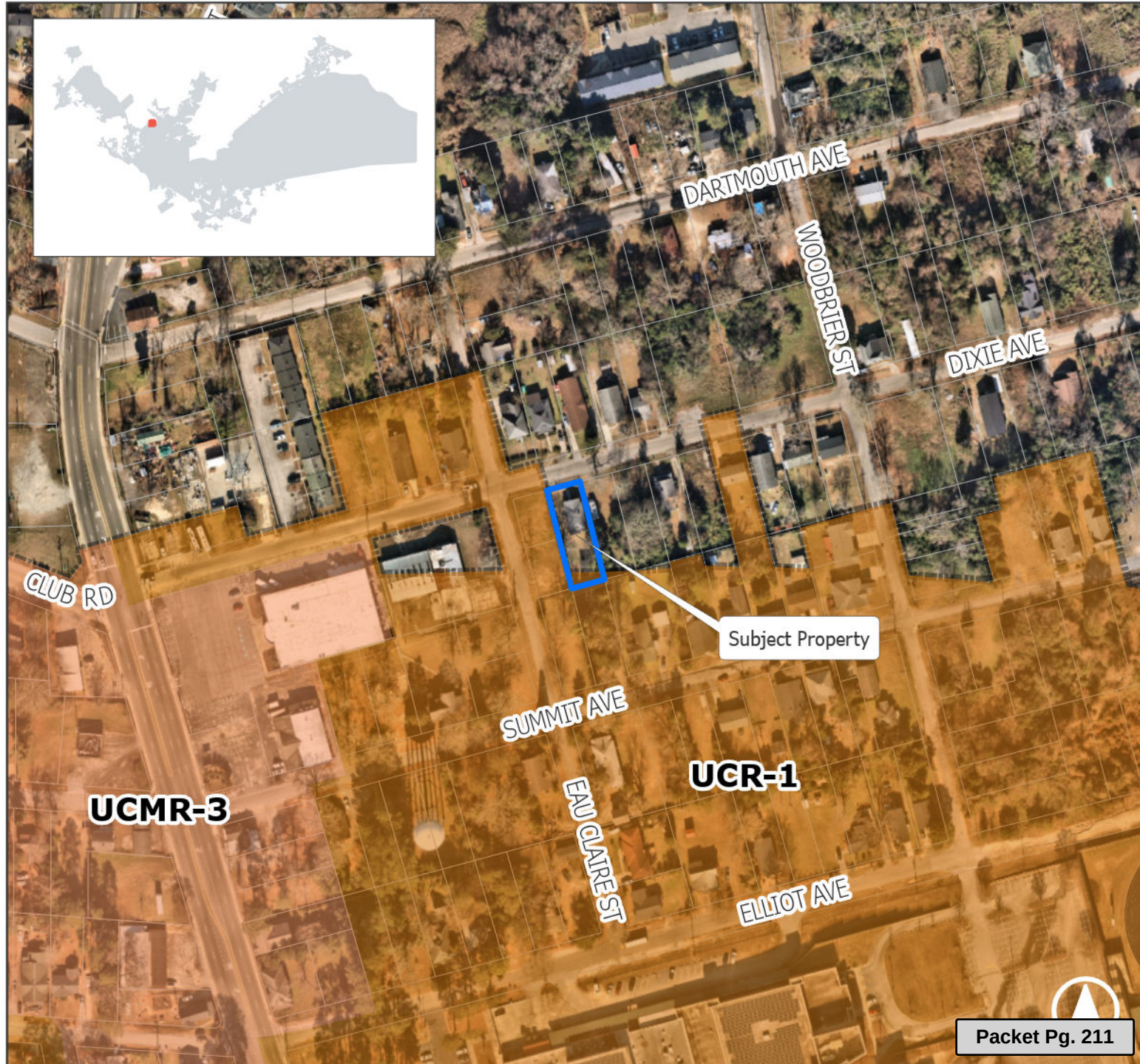
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Planning & Development
Services Department

Created by: swudson Date: 2/20/2025

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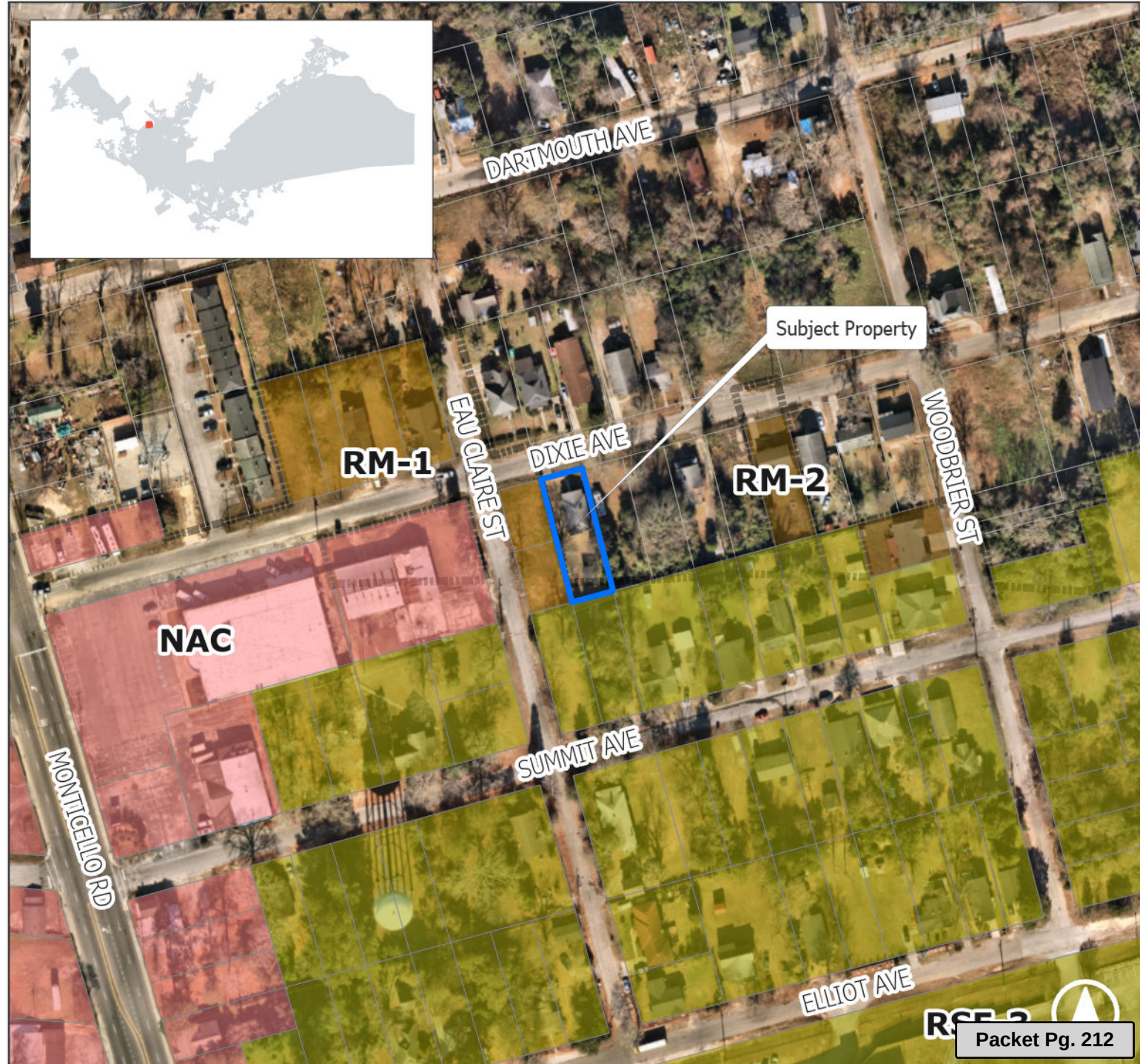
Zoning

702 Dixie Avenue, TMS# 09309-06-02 (portion)
 Current Richland County Zoning: Residential 4 (R4)
 Proposed City Zoning: Residential Mixed District (RM-1)

19.b

Legend

- NAC: Neighborhood Center/Corridor
- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- RM-1: Residential Mixed
- Parcels
- City Limits



Subject Property

RM-1

DIXIE AVE

RM-2

WOODBRIER ST

NAC

SUMMIT AVE

ELLIOT AVE

RSF-3

Packet Pg. 212

0 100 200 Feet



Planning & Development
 Services Department

Created by: sw Hudson Date: 2/20/2025

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Current Future Land Use Classification

MIXED RESIDENTIAL

Land Use and Character

Areas include much of the urban and suburban developed areas in the County as well as edge areas adjacent to other jurisdictions in the County. These are densely developed urban and suburban areas, or opportunities for dense suburban development. Mixed residential areas include the full range of uses supportive of neighborhood, community, and regional commercial and employment needs. Residential single-family, multi-family, office and institutional, general and neighborhood commercial, and recreational uses are appropriate for this area. Some light industrial uses are also found today in these areas, but additional industrial development with significant community impacts (i.e., noise, exhaust, odor, heavy truck traffic) is discouraged, unless the area is identified specifically for these uses. Schools, churches, parks, and other institutional uses help support the full service nature of Mixed Residential areas. **See Appendix B for more detailed guidance for this category.**



Desired Development Pattern

Developments should reinforce the guiding principle of making neighborhoods and communities in Richland County more livable. Mixed Residential areas should provide a mix of housing opportunities within individual developments, preferably organized around a neighborhood center or public space. To the extent possible, commercial and office development should be located in Activity Centers and in Mixed Use Corridors. High density residential uses should be located proximate to or incorporated within Activity Centers, increasing existing and future opportunities for transit service to these locations. Grid and modified grid development patterns are preferred over curvilinear and cul-de-sac designs to support connectivity.



Transportation

Upgrades to roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. New neighborhoods should include the full range of transportation options, including recreational sidewalks, trails and greenways, as possible.

Recommended Land Uses

Primary, Secondary, and Tertiary Land Uses: See Appendix B for the map and Handbook that identify recommended Development Types and Primary, Secondary, and Tertiary Uses that are encouraged for these areas.

Policy Guidance

1. See Appendix B for the map that identifies the recommended Development Types for Mixed Residential areas, and references specific design guidance for each Development Type.

Relevant Plans

Broad River Neighborhood Master Plan, Broad River Corridor and Community Master Plan, Lower Richland Community Strategic Master Plan, Trenholm Acres/Newcastle Master Plan, Arcadia Lakes Comprehensive Plan, Blythewood Comprehensive Plan, Cayce Comprehensive Plan, Columbia Comprehensive Plan, Forest Acres Comprehensive Plan

Priority Investment Areas

1 I-26 Broad River Road interchange (south), Portion of #5 I-20 Fairfield Interchange, Most of #9 Decker Boulevard and Two Notch Road, Portion of #10 I-77 Bluff Road Interchange (Bluff Road Exit)

Areas of Common Interest

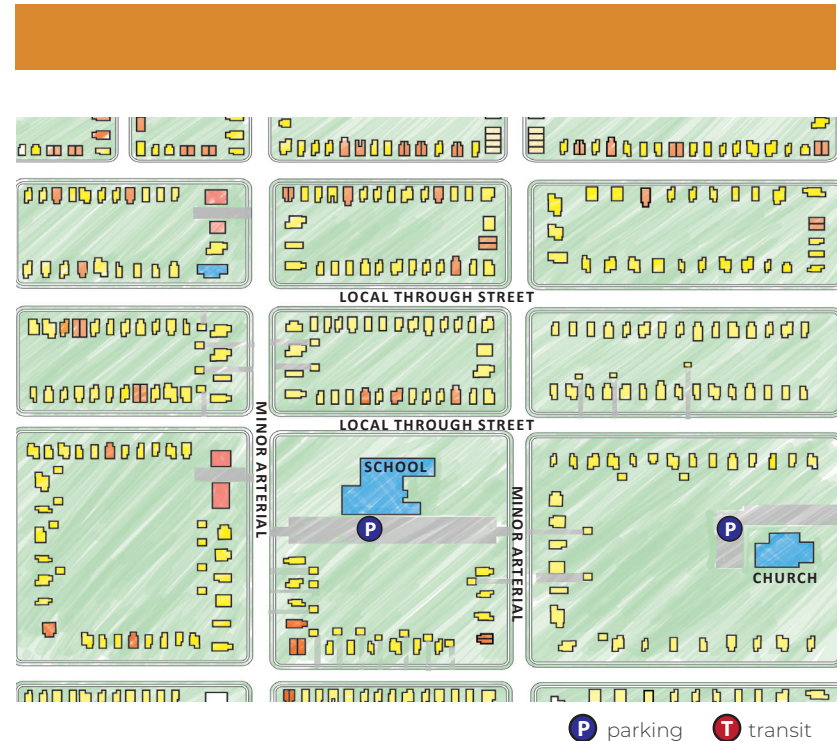
Proposed projects in the Northwest, North Central, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Proposed Future Land Use Classification

Development Types

URBAN CORE RESIDENTIAL SMALL LOT (UCR-1)

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950 and many continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.



UCR-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

- Single-family Attached
- Two-family
- Three-family

TERTIARY TYPES

- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UCR-I DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight; they include sidewalks and tree lawns, preferably lining both sides of the street. Local streets may be narrower than the principal and minor arterial roads.
- Transit may be found along principal and minor arterials or in adjacent activity corridors or centers.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban center. Alleyways are not common but can be used in redevelopment or infill to increase accessibility.
- The subdivision of blocks is regular and results in equally sized lots that average less than 8,700 square feet. Multiple smaller lots are consolidated to accommodate larger buildings like schools. Deeper lots may be found along major roads.
- Buildings are set back from the street by small to medium front yards with front doors or entrances located on the main façade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of a block.
- Individual lots may have only one narrow side yard and have a zero lot line setback from front or side property lines, however buildings set in the center of the lot are also common.
- Housing is primarily single family residential, and most buildings are of a similar size, height, and style within a block. Building sizes vary, but most are one to two stories in height with less than 2,000 square feet of livable space per unit.
- Some lots have dedicated parking areas - in driveways, or detached garages located in the interior of the block. On-street parking is also common.



- Open spaces for community gardens or informal passive neighborhood and community scale parks are important open space elements in a more densely developed neighborhood.
- Architecture is vernacular and detailing is human scale with frequent windows, front entrances, porches, stoops, and/or balconies. Neighborhoods display era-specific architectural styles which should be used as a reference for scale and massing for any infill buildings.

Proposed Zoning District



RM-1: Residential Mixed District

Purpose

The purpose of the Residential Mixed (RM-1) District is to provide lands that accommodate a walkable, moderate-density mix of residential development that allows single-family, two-family, townhouse, and multi-family dwellings.

Intensity and Dimensional Standards

Standard	Townhouse	All Other Uses
Lot Area, min. (sf.)	8,000[1]/1,500[2]	5,000
Lot Width, min. (ft.)	75[1]/18[2]	50
Lot Depth, min. (ft.)	70	70
Lot Coverage, max. (% of site area)	50	50
Density, max. (du/acre)	N/A	8.7
Front Yard Setback, min. (ft.)	15	15
Side Yard Setback, min. (ft.)	[3]	5
Rear Yard Setback, min. (ft.)	10	10
Building Height, max. (ft.)	40	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] Applies to the development lot as a whole rather than individual lots under individual units.

[2] Applies to individual lots under individual units.

[3] A minimum of five feet required between end units and side yard and ten feet between end units and any secondary front yard.

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Library	Grocery store or food market ²
Cottage neighborhood development	Place of worship ²	Community garden ¹
Dwelling, live-work ¹	Public safety facility	Crop production and processing ²
Dwelling, multifamily	Elementary, middle, or high school ²	
Dwelling, single-family detached	Arboretum or botanical garden ²	
Dwelling, townhouse	Cemetery ²	
Dwelling, two-family	Park or greenway ¹	
Community recreation center	Utility facility, major ²	
Cultural facility ²	Utility facility, minor	
Day care facility ¹	Dry cleaning pick-up ¹	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.



MEETING DATE: May 6, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **ZONING MAP AMENDMENT for 1222 and 1230 House Street, 2502 and 2506 Youman Street, and 1225 McDuffie Avenue, TMS# 11411-10-13, 11411-10-14, 11411-10-01, 11411-10-02, and 11411-10-03**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-020 - Amending the Official Zoning Map to modify the zoning for 1222 and 1230 House Street, 2502 and 2506 Youman Street, and 1225 McDuffie Avenue, TMS#s 11411-10-13, 11411-10-14, 11411-10-01, 11411-10-02, and 11411-10-03

Proposal: Request to rezone the property from Residential Single Family – Small Lot District (RSF-3) to Residential Mixed District (RM-2).

Council District: 2

Applicant: Anthony A. Dicks, Friendship Development Corp

Staff Recommendation: Approval of rezoning of the 3 western parcels: 1222, 1230 House Street and 2502 Youman Street to Residential Mixed District (RM-2).

Denial of rezoning of the 2 eastern parcels: 1225 McDuffie Avenue and 2506 Youman Street.
See Case Summary for details.

PC Recommendation: 03/13/2025; Approve all five parcels (8-0)

First reading approval was given on April 15, 2025.

ATTACHMENTS:

- **#a:** 2025-020 - Zoning Map Amendment of 1222 and 1230 House Street, 2502 and ... (PDF)

- #b: ZMA-2025-0005_House ZPH Packet (PDF)

HISTORY:**04/15/25****Columbia City Council APPROVED ON FIRST READING.**

Council approved the rezoning of the five parcels as requested.

ORDINANCE NO.: 2025-020

*Amending the Official Zoning Map to modify the zoning for 1222 and 1230 House Street, 2502 and 2506 Youman Street, and 1225 McDuffie Avenue, Richland County
TMS #11411-10-13, 11411-10-14, 11411-10-01, 11411-10-02, and 11411-10-03*

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 1222 and 1230 House Street, 2502 and 2506 Youman Street, and 1225 McDuffie Avenue, Richland County TMS # 11411-10-13, 11411-10-14, 11411-10-01, 11411-10-02, and 11411-10-03; and,

WHEREAS, City Council adopted *Columbia Compass: Envision 2036* as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, the City of Columbia Planning Commission has reviewed the application and made a recommendation to City Council regarding the application in accordance with §17-2.5(c)(3)(f) of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed rezoning meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ____ day of _____, 2025, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 1222 and 1230 House Street, 2502 and 2506 Youman Street, and 1225 McDuffie Avenue, Richland County, Richland County TMS# 11411-10-13, 11411-10-14, 11411-10-01, 11411-10-02, and 11411-10-03 as shown in Attachment A, is hereby rezoned from Residential Single Family – Small Lot District (RSF-3) to Residential Mixed District (RM-2). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

LEGAL DEPARTMENT DRAFT

Requested by:

Assistant City Manager Palen

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



CITY COUNCIL

April 15, 2025 at 4:00 P.M.

City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

ZONING MAP AMENDMENT CASE SUMMARY

1222 and 1230 House Street, 2502 and 2506 Youman Street, and 1225 McDuffie Avenue, TMS# 11411-10-13, 11411-10-14, 11411-10-01, 11411-10-02, and 11411-10-03

Council District:	2
Proposal:	Request to rezone the property from Residential Single Family – Small Lot District (RSF-3) to Residential Mixed District (RM-2).
Applicant:	Anthony A. Dicks, Friendship Development Corp
Staff Recommendation:	Approval for three western parcels and denial for two eastern parcels. See <i>Staff Recommendation</i> for details
PC Recommendation:	03/13/2025; Approve all five parcels (8-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: +/- 0.55 acres

Current Use: Vacant

Proposed Use: Multifamily

Future Land Use Classification: Urban Core Residential Small Lot (UCR-1)

Current Zoning: Residential Single Family – Small Lot District (RSF-3)

Proposed Zoning: Residential Mixed District (RM-2)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is designated as Urban Core Residential Small Lot (UCR-1) in the *Columbia Compass: Envision 2036* Future Land Use Map

Refer to the attached land use classification description.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of [A Plan for the Redevelopment of East Central City](#) (2004), more specifically within Cluster One (Section 2, Page 4). The Plan's site analysis map

identifies the subject property as within an area for potential revitalization (Section 3A, Page 5), and the community analysis notes that “The Lyon Street Neighborhood revitalization relies heavily on the redevelopment of Gonzales Gardens” (Section 3A, Page 8). The Plan suggests a land use of Detached Single Family Residential (Low Density) for the subject property (Section 4A, Page 1). The Master Plan indicates that in Cluster One, “the existing single-family residential “cores” of the cluster have been well kept and the continued rehabilitation of existing homes should be encouraged. New homes that are constructed on in-fill lots should be respectful of the existing single-family fabric and incorporate design elements similar to that of the surrounding neighborhood. For example, large front porches, side or rear access drives and building setbacks consistent with adjacent properties should be provided” (Section 4C, Page 2). The subject property falls within the plan’s Catalyst 1-6 (Section 5, Page 1), a Tier One Catalyst. This catalyst illustrates recommended single-family homes for the majority of the vacant lots included within the subject property, with the exception of the northwest corner, for which it recommends the placement of a duplex. The plan notes that “these duplexes are proposed at various intersections within the catalyst to further provide housing options.” (Section 5, Page 9).

ZONING

The subject property is currently zoned Residential Single Family – Small Lot District (RSF-3). The abutting properties within the City of Columbia are zoned Residential Single Family – Small Lot District (RSF-3) to the west, south, and east, and Residential Mixed District (RM-2) to the north.

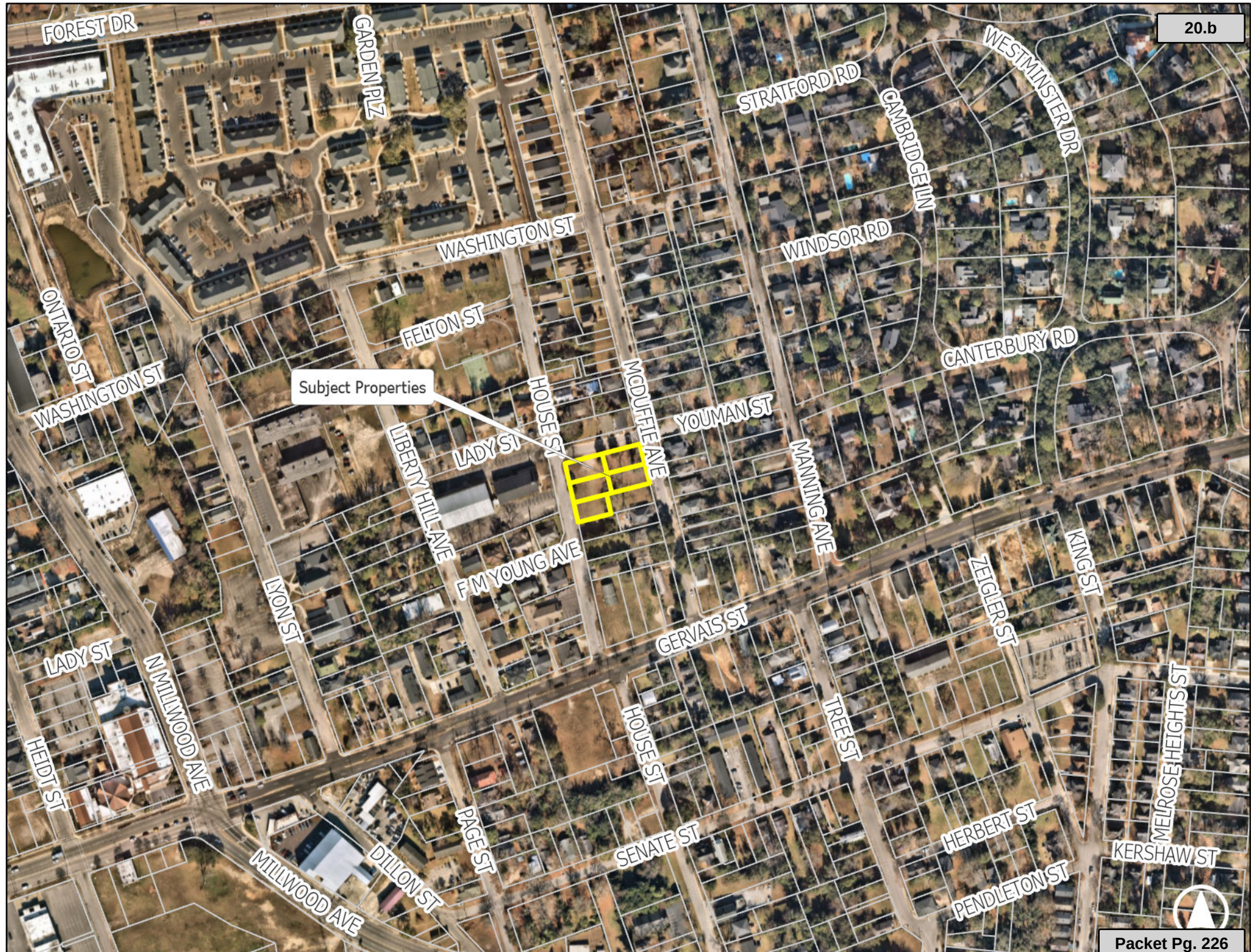
The proposed City of Columbia Zoning is Residential Mixed District (RM-2).

Refer to the attached zoning district descriptions for more information on the existing and proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff finds that the proposed zoning is not fully consistent with the existing plans for the area, and thus recommends approval of the request to rezone (the 3 western properties) 1222, 1230 House Street and 2502 Youman St to Residential Mixed District (RM-2), but recommends denial of the request to rezone (the 2 eastern properties) 1225 McDuffie and 2506 Youman St:

- The future land use classification set forth by *Columbia Compass*, Urban Core Residential Small Lot (UCR-1), aligns with both the existing zoning district and the proposed zoning district, and [*A Plan for the Redevelopment of East Central City*](#) (2004) does call for some moderate intensification of density on the northwest corner of the site. As the context across House Street includes a church and homes oriented towards another street, staff finds that extending RM-2 along this western side of the proposal is appropriate.
- However, the context for the two parcels facing McDuffie Avenue is different, with single-family homes across the street, and staff finds that retaining the existing RSF-3 zoning district is more appropriate in consideration of the context and the recommendations of the *East Central City* plan, which notes that new homes developed on “in-fill lots should be respectful of the existing single-family fabric and incorporate design elements similar to that of the surrounding neighborhood.”



Subject Properties



Future Land Use

1222 and 1230 House Street, 2502 and 2506 Youman Street, and 1225 McDuffie
TMS# 11411-10-13, -14, -01, -02, and -03

20.b

Future Land Use: Urban Core Residential Small Lot (UCR-1)

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

0 100 200 Feet



Planning & Development
Services Department

Created by: swudson Date: 2/18/2025

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Zoning

1222 and 1230 House Street, 2502 and 2506 Youman Street, and 1225 McDuffie Avenue
TMS# 11411-10-13, -14, -01, -02, and -03

Current Zoning: Residential Single Family - Small Lot District (RSF-3)

Proposed Zoning: Residential Mixed District (RM-2)

20.b

Legend

- MU-1: Mixed-Use
- RSF-3: Residential Single Family - Small Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RM-2: Residential Mixed
- OV-HP: Individual Landmark
- Parcels
- City Limits



0 100 200 Feet



Planning & Development
Services Department

Created by: swudson Date: 2/18/2025

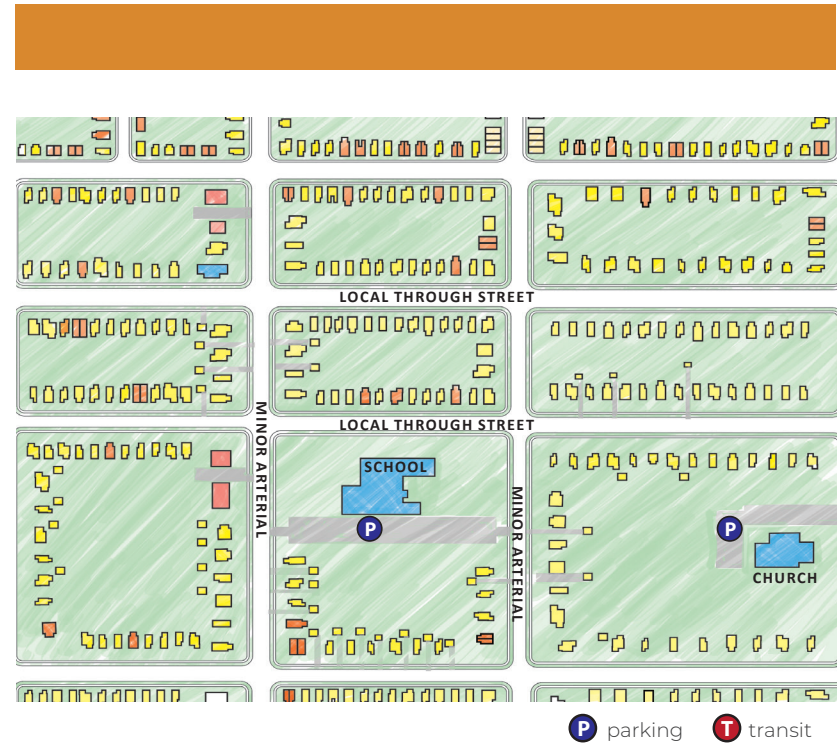
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Future Land Use Classification

Development Types

URBAN CORE RESIDENTIAL SMALL LOT (UCR-1)

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950 and many continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.



UCR-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

- Single-family Attached
- Two-family
- Three-family

TERTIARY TYPES

- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UCR-I DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight; they include sidewalks and tree lawns, preferably lining both sides of the street. Local streets may be narrower than the principal and minor arterial roads.
- Transit may be found along principal and minor arterials or in adjacent activity corridors or centers.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban center. Alleyways are not common but can be used in redevelopment or infill to increase accessibility.
- The subdivision of blocks is regular and results in equally sized lots that average less than 8,700 square feet. Multiple smaller lots are consolidated to accommodate larger buildings like schools. Deeper lots may be found along major roads.
- Buildings are set back from the street by small to medium front yards with front doors or entrances located on the main façade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of a block.
- Individual lots may have only one narrow side yard and have a zero lot line setback from front or side property lines, however buildings set in the center of the lot are also common.
- Housing is primarily single family residential, and most buildings are of a similar size, height, and style within a block. Building sizes vary, but most are one to two stories in height with less than 2,000 square feet of livable space per unit.
- Some lots have dedicated parking areas - in driveways, or detached garages located in the interior of the block. On-street parking is also common.



- Open spaces for community gardens or informal passive neighborhood and community scale parks are important open space elements in a more densely developed neighborhood.
- Architecture is vernacular and detailing is human scale with frequent windows, front entrances, porches, stoops, and/or balconies. Neighborhoods display era-specific architectural styles which should be used as a reference for scale and massing for any infill buildings.

Current Zoning District



RSF-3: Residential Single Family – Small Lot District

Purpose

The purpose of the Residential Single-Family - Small Lot (RSF-3) District is to provide lands that accommodate primarily single-family detached dwellings at moderate densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	5,000
Lot Width, min. (ft.)	50
Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	40
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	15
Side Yard Setback, min. (ft.)	5
Rear Yard Setback, min. (ft.)	10
Building Height, max. (ft.)	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Arboretum or botanical garden ²
Cottage Neighborhood Development	Cemetery ²
Dwelling, single-family detached	Park or greenway ¹
Community recreation center	Utility facility, major ²
Cultural facility ²	Utility facility, minor
Day care facility ²	Community garden ¹
Library	Crop production and processing ²
Place of worship ²	
Public safety facility	
Elementary, middle, or high school ²	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

Proposed Zoning District



RM-2: Residential Mixed District

Purpose

The purpose of the Residential Mixed (RM-2) District is to provide lands that accommodate moderate-density mixed residential development that allows single-family, two-family, townhouse, and medium-scale multi-family dwellings.

The street network is gridded and buildings are located close to, and oriented toward, the street.

Intensity and Dimensional Standards

Standard	Townhouse	All Other Uses
Lot Area, min. (sf.)	8,000[1]/1,500[2]	3,000
Lot Width, min. (ft.)	75[1]/18[2]	40
Lot Depth, min. (ft.)	60	60
Lot Coverage, max. (% of site area)	50	50
Density, max. (du/acre)	N/A	17.2
Front Yard Setback, min. (ft.)	15	15
Side Yard Setback, min. (ft.)	[3]	5
Rear Yard Setback, min. (ft.)	10	10
Building Height, max. (ft.)	50	50

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] Applies to the development lot as a whole rather than individual lots under individual units.

[2] Applies to individual lots under individual units.

[3] A minimum of five feet required between end units and side yard and ten feet between end units and any secondary front yard.

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

Cottage neighborhood development

Dwelling, live-work¹

Dwelling, multifamily

Dwelling, single-family detached

Dwelling, townhouse

Dwelling, two-family

Community recreation center

Cultural facility²

Day care facility¹

Library

Place of worship²

Public safety facility

Elementary, middle, or high school²

Arboretum or botanical garden²

Cemetery²

Park or greenway¹

Utility facility, major²

Utility facility, minor

Dry cleaning pick-up¹

Grocery store or food market²

Community garden¹

Crop production and processing²

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.



MEETING DATE: May 6, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **ZONING MAP AMENDMENT AND TEXT AMENDMENT
for 1500A Main Street (the Seth Thomas Clock),
right-of-way adjacent to 1500 Main Street, TMS#
09014-09-16**

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-024 - Amending the Official Zoning Map to modify the zoning for 1500A Main Street (right-of-way adjacent to 1500 Main Street), Richland County and amending the Unified Development Ordinance of the City of Columbia, South Carolina, Appendix A: Type 1 Landmarks

Proposal: Request to rezone the property from City Center Design Overlay District (OV-CC) to City Center Design Overlay District (OV-CC), Historic Preservation Overlay District (OV-HP, Individual Landmark, Type 1) and amend the Unified Development Ordinance, Chapter 17, Appendix A: Type 1 Landmarks to establish the property as a City of Columbia Landmark.

Council District: 2

Applicant: Richard Burts, owner

Staff Recommendation: Approval

PC Recommendation: 03/13/2025; Approve (8-0)

D/DRC Recommendation: 08/15/2024; Recommended Approval

First reading approval was given on April 15, 2025.

ATTACHMENTS:

- **#a:** 2025-024 - Zoning Map Amendment of 1500A Main St (PDF)

- #b: ZMTA-1500A Main (Clock) ZPH Case Summary (PDF)

HISTORY:**04/15/25****Columbia City Council APPROVED ON FIRST READING.**

ORDINANCE NO.: 2025-024

*Amending the Official Zoning Map to modify the zoning for 1500A Main Street (right-of-way adjacent to 1500 Main Street), Richland County and amending the Unified Development Ordinance of the City of Columbia, South Carolina, Appendix A:
Type 1 Landmarks*

WHEREAS, an application has been made to designate the Seth Thomas Clock at 1500 A Main Street (right-of-way adjacent to 1500 Main Street), Richland County as a Type 1 Landmark; 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, 1500A Main Street (right-of-way adjacent to 1500 Main Street), Richland County is not currently located within the Historic Preservation Overlay District (OV-HP); 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 City of Columbia Design/Development Review 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 determined that the proposed designation of a Type 1 Landmark meets one or more of the criteria set forth by §17-2.5(b)(4), Text Amendment Decision Standards and §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2025, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 1500A Main Street (public right-of-way adjacent to 1500 Main Street), Richland County, as shown in Attachment A, is hereby rezoned from Downtown Activity Center/Corridor (DAC), City Center Design Overlay

District (OV-CC) to Downtown Activity Center/Corridor (DAC), City Center Design Overlay District (OV-CC), Historic Preservation Overlay District (OV-HP, Individual Landmark, Type 1). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to the change.

3. The 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Appendix A: Type 1 Landmarks is amended to read as follows:

APPENDIX A: TYPE 1 LANDMARKS

Type 1 Landmarks are established in Table A: Type 1 Landmarks.

TABLE A: TYPE 1 LANDMARKS	
LOCATION	NAME
Assembly Street	
1519	Burial Ground St. Peter's Church
1513-1533	St. Peter's Catholic Church
Barnwell Street	
1301	French Consulate
Blanding Street	
1419	Clarke-Shealy House
1502	Crawford-Clarkson House
1610-16	Ainsley Hall Mansion
1615	Hall-Hampton-Preston Mansion
Bull Street	
2000-2100 Blks. E.	State Hospital grounds:
	Mills Building
	S. Gate and Wall
	Barton House
	Babcock Building—Center portion only
Elmwood Avenue	
300-500 N.	Old Section Elmwood Cemetery
301	Randolph Cemetery
815	Logan Elementary School
Gadsden Street	
1600 Blk. W.	Hebrew Benevolent Society Cemetery
Garners Ferry Road	
	Millwood
Gervais Street	
1100-1200 S.	State House

TABLE A: TYPE 1 LANDMARKS

LOCATION	NAME
1231	South Carolina Supreme Court Building
	Gervais Street Bridge
1527	Dunbar Funeral Home
Gregg Street	
1326-1328	Gregg Street
1330	Gregg Street
Hampton Street	
1000	The Big Apple
1306	First Baptist Church
1705	Woodrow Wilson House
1718	Chestnut Cottage
1727	Lorick-Baker House
Harden Street	
415	Wallace-McGee House
Henderson Street	
1830	Fields Cottage
Laurel Street	
1100	United States Courthouse
1401	Debruhl-Marshall Mansion
Lincoln Street	
1802	Palmetto Iron Works & Armory
Main Street	
1210-14	Commercial Street
1338	Barringer Building
1500	Sylvan's
1500A	Seth Thomas Clock
1508	Kress Building
1613	Lever Building
1644	Tapp's Department Store
1722-24	Building
1737	Federal Courthouse-City Hall
4201	Lutheran Theological Seminary
401 S.	Union Station
Marion Street	
1300	First Presbyterian Church
1300	Burial Ground First Presbyterian Church
Monticello Road	
3904	Eau Claire Town Hall and Survey Publishing Company Building
Oak Street	

TABLE A: TYPE 1 LANDMARKS

LOCATION	NAME
1618	Old Dwelling, Benedict College Property
Pendleton Street	
1431	Cheves-McCord House
Pickens Street	
1332	Dr. Von Zimmerman House
1336	Probable Von Zimmerman School
Pulaski Street	
1201	Confederate Printing Plant
1205	Dispensary Building
Richland Street	
800	Governor's Mansion
803	Robertson House
829	Caldwell-Hampton-Boylston House
1307	Ebenezer Lutheran Chapel
1307	Burial Ground Ebenezer Lutheran
1415	Two-Story Dwelling
1518	Maxcy Gregg House
1601 Rear	Hale-Elmore-Seibels Kitchen
1700 Blk. N.	Taylor Burial Ground
River Drive	
2800 Blk. W.	Site—Surrender of Columbia
Senate Street	
1505	Taylor House-Columbia Art Museum
1527	Horry-Guignard House
Seneca Avenue	
1917	Gudmudson House
Sumter Street	
800-900 Blks. E.	S.C. University Campus:
	Maxcy Monument
	Leiber House
	President's Home
	Rutledge College
	DeSaussure College
	McCutchen House
	Caroliniana Library
	Flinn Hall
	Old Gym
	Old Observatory
1012	Town Theater

TABLE A: TYPE 1 LANDMARKS	
LOCATION	NAME
1100	Trinity Episcopal Church
1100	Burial Ground Trinity Episcopal Church
1528	Bethel AME Church
1720	Ladson United Presbyterian Church
Two Notch Road	
2658	Peckham-Beard-Erlicke House
Washington Street	
803-805	Zion Baptist Church
1208	Republic National Bank
2221	Bishop's Memorial Church
1401	Washington Street Methodist Church
1323	Old Columbia High School
Wildwood Avenue	
801	Ensor-Keenan House
Williams Street	
	South Carolina State Museum (Mount Vernon Mill)

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:
Final Reading:

ATTACHMENT A

Zoning

1500A Main Street; Adjacent to TMS # 09014-09-16
 Current Zoning: City Center Design Overlay District (OV-CC)
 Proposed Zoning: OV-CC and Landmark (OV-HP)

- Legend
- DAC: Downtown Activity Center/Corridor
 - Design Overlay Districts
 - OV-HP: Individual Landmark
 - Parcels
 - City Limits

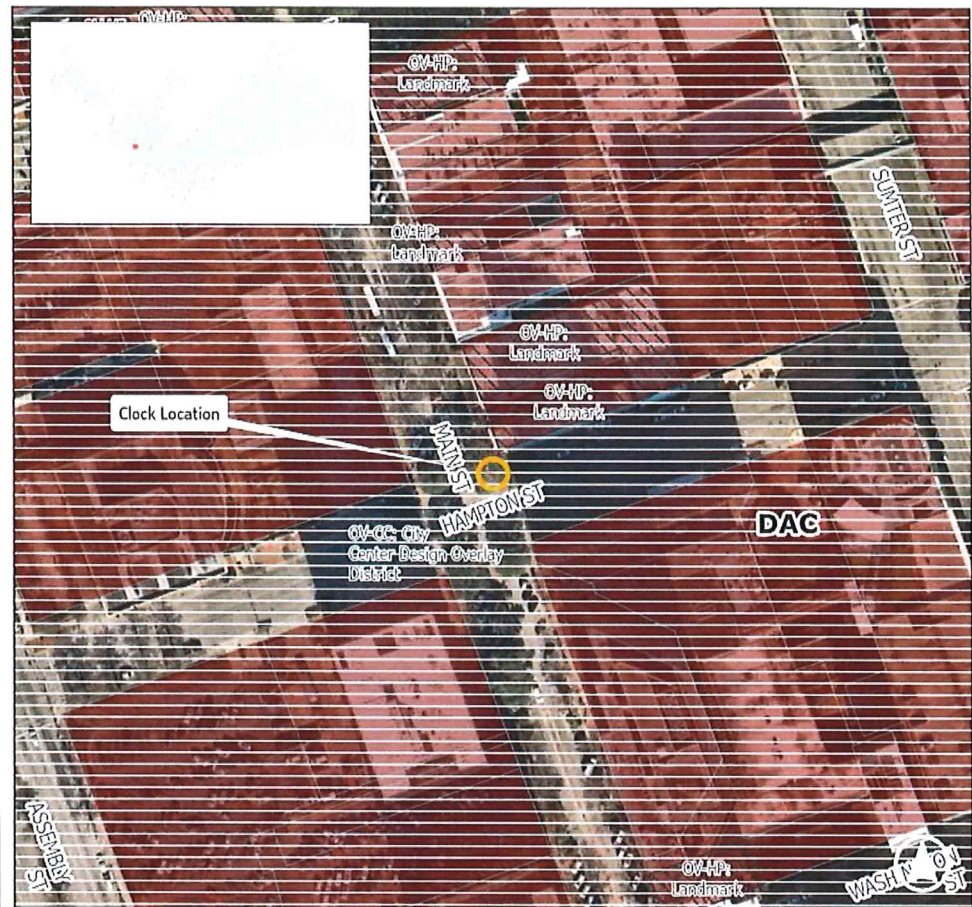
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Planning & Development
 Services Department

Created by: swudson Date: 3/4/2025

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CITY COUNCIL

April 15, 2025 at 4:00 P.M.

City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

ZONING MAP AND TEXT AMENDMENT CASE SUMMARY 1500A Main Street (the Seth Thomas Clock), public right-of-way adjacent to TMS# 09014-09-16

Council District:	2
Proposal:	Request to rezone the property from City Center Design Overlay District (OV-CC) to City Center Design Overlay District (OV-CC), Historic Preservation Overlay District (OV-HP, Individual Landmark, Type 1) and amend the Unified Development Ordinance, Chapter 17, Appendix A: Type 1 Landmarks to establish the property as a City of Columbia Landmark.
Applicant:	Richard Burts, owner
Staff Recommendation:	Approval
PC Recommendation:	03/13/2025; Approve (8-0)
D/DRC	
Recommendation:	08/15/2024; Recommended Approval

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Age of Structure: Constructed c. 1908

Acreage: N/A

Current Use: Right-of-Way

Proposed Use: Right-of-Way

Future Land Use Classification: Central Business Area (CBA)

Current Zoning: City Center Design Overlay District (OV-CC)

Proposed Zoning: City Center Design Overlay District (OV-CC), Historic Preservation Overlay District (OV-HP, Individual Landmark, Type 1)

Landmark Status: Type 1

HISTORICAL SIGNIFICANCE

This is a Seth Thomas Street Clock, located in the public right-of-way at the corners of Main and Hampton Streets and affiliated with 1500 Main Street, the Sylvan Building, owned by Gustof and Johannes Sylvan. The Sylvan brothers were entrepreneurs and jewelers who moved to the United States from Sweden in 1890. When they moved to Columbia and into this building around 1908, they

States from Sweden in 1890. When they moved to Columbia and into this building around 1908, they also installed the elaborate four-faced clock at the sidewalk in the public right-of-way outside their front doors.

Clocks began to be mass-produced in the United States in the early 1800s in Connecticut by Eli Terry who was accompanied by Seth Thomas and Silas Hoadley in this endeavor. The Seth Thomas Company, which evolved from this partnership, by the 1850s was a premier clock-making company in the United States, known for its excellence for craftsmanship. Their production line included, over the years, everything from pocket watches and wall and mantel clocks, all the way to street clocks, similar to the one by Sylvan's (as well as the one near 1339 Main Street; Columbia is fortunate to have two of these ornate, highly-crafted clocks to grace the downtown). The exact number of Seth Thomas clocks manufactured is not confirmed, but it is estimated by one historian that a total of only 71 four-faced clocks were manufactured and it is likely that at least some of these are no longer standing.

Using the description from the *Downtown Columbia Historic Resources Survey* of the Seth Thomas Clock at 1339 Main Street, twin to the one under consideration, the clock is described: "...this street clock sits on the sidewalk with four faces, each with a large round glass clock. The overall shape is round with a finial on top, filigree atop the clock faces, and lion heads and ornate molding below. It rests on a fluted column on a metal pedestal with a granite plinth. It has a twin just one block north on the northeast corner of Main and Hampton Streets, [the clock by the Sylvan Building] which is already listed as contributing to the NRHP Columbia Commercial Historic District." While the clock is listed as contributing, the owner wishes to formalize its importance by locally landmarking it.

Further information from the Downtown Columbia Historic Resources Survey states: "...clocks like this one is what helped build the company's excellent reputation. This clock retains a high degree of integrity in its location, setting, design, materials, craftsmanship, feeling, and association. This is recommended as a Group I Landmark because of its rare design, which strongly contributes to Columbia's visual history." Staff concurs and recommends the same for the street clock at the corner of Main and Hampton Streets.

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is designated as Central Business Area (CBA) in the *Columbia Compass: Envision 2036* Future Land Use Map.

Refer to the attached land use classification description.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the [City Center Master Plan](#) (1999), more specifically within the Main Street/Central Business District (page 42). The plan predates the revitalization of the Main Street streetscape, and noted the need for pedestrian-scaled lighting, street trees, and cohesive street furniture.

The City Center Design Guidelines, developed and implemented during the planning effort, are also identified by the plan as crucial to success, noting that "the objective of the guidelines is to encourage high quality projects that will preserve and protect investments on adjacent properties and make a long-term contribution to the economic well being of City Center" (page 2).

The subject object resides in the public right-of-way and is currently zoned City Center Design Overlay District (OV-CC). Adjacent property on all sides of the intersection is zoned Downtown Activity Center (DAC), City Center Design Overlay District (OV-CC); adjacent structures to the east (the Sylvans and Kress buildings) are also zoned Historic Preservation Overlay District (OV-HP, Individual Landmark, Type 1).

The proposed City of Columbia zoning is City Center Design Overlay District (OV-CC), Historic Preservation Overlay District (OV-HP, Individual Landmark, Type 1).

Refer to the attached zoning district descriptions for more information on the existing and proposed City of Columbia zoning.

City Center Design Overlay District (OV-CC)

The purpose of the City Center Design Overlay (OV-CC) District is to encourage new development and redevelopment that is consistent with the character of Downtown Columbia. District standards and guidelines are intended to ensure new uses, building form, and site features are compatible with Downtown's high-density, walkable urban character, and support Downtown's identity as an employment and destination commercial center.

Historic Preservation Overlay District (OV-HP)

The purpose of the Historic Preservation Overlay (OV-HP) District is to encourage new development and redevelopment that is consistent with the character of original or historic development in the historic districts and sites. District standards and guidelines are intended to prevent destruction of historic structures and ensure new uses, building design, and site features are compatible with the character of historic districts and sites.

LANDMARK CRITERIA

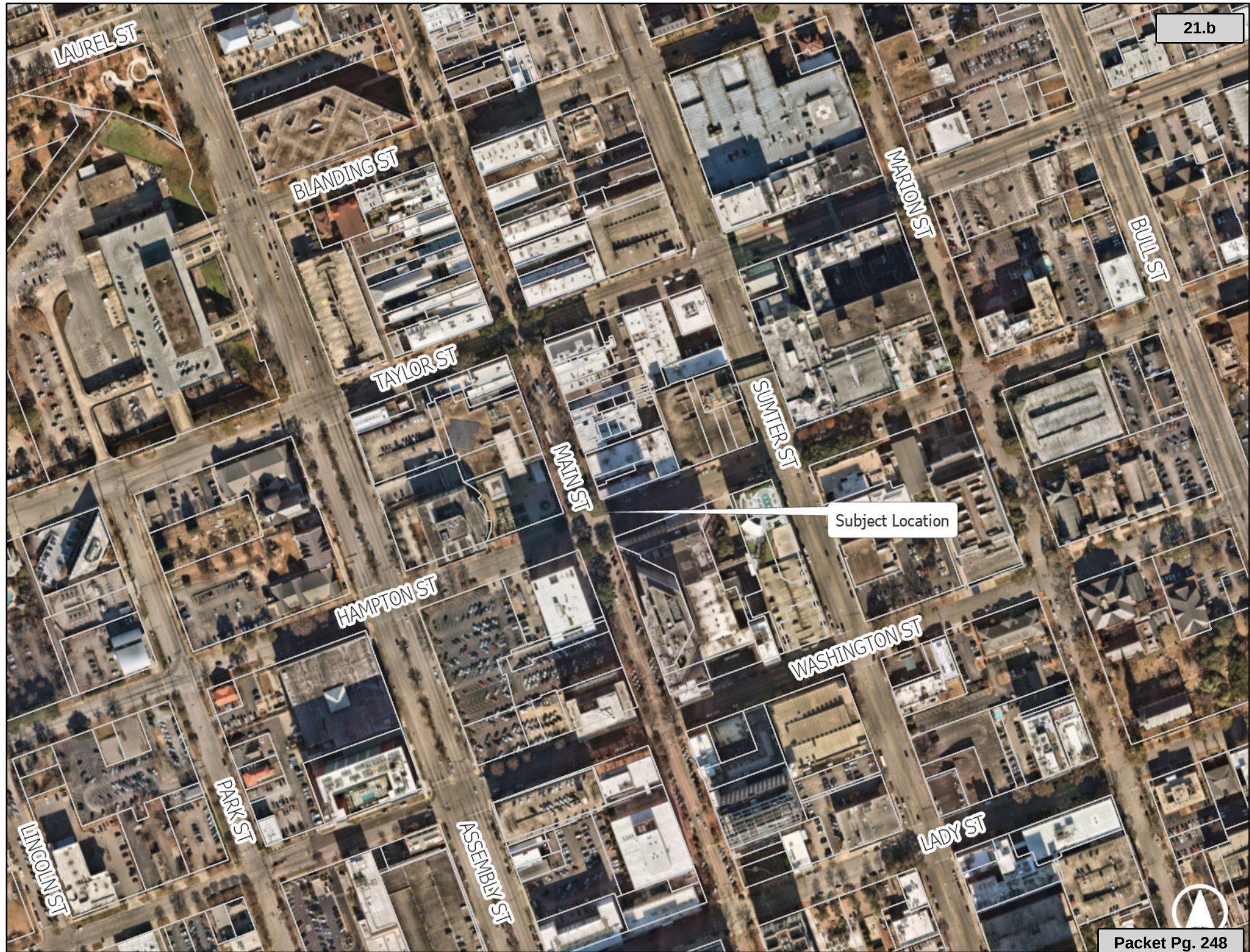
Section 17-3.7(j)4(a) of the City of Columbia Unified Development Ordinance outlines the criteria for designation as a Type 1 Landmark: "Type 1 landmarks include structures or sites which strongly contribute to the City's visual and cultural history by exhibiting one or more of the following characteristics:

- (i) Unique, outstanding, rare, or distinctive architectural design;
- (ii) The work of an architect of national importance; or
- (iii) The site of events or homes of persons that have significantly contributed to local or national history.

Staff finds that the Seth Thomas Clock meets criteria (i) for landmarking.

STAFF RECOMMENDATION

Staff recommends that the Seth Thomas Clock at 1500A Main Street (in the public right-of-way adjacent to TMS# 09014-09-16) be rezoned from City Center Design Overlay District (OV-CC) to City Center Design Overlay District (OV-CC), Historic Preservation Overlay District (OV-HP, Individual Landmark, Type 1), and the text of the Unified Development Ordinance, Chapter 17, Appendix A: Type 1 Landmarks be amended to establish the object as a City of Columbia Landmark.



Subject Location



Future Land Use

1500A Main Street; adjacent to TMS# 09014-09-16
TMS# 11411-10-13, -14, -01, -02, and -03
Future Land Use: Central Business Area (CBA)

21.b

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

0 100 200 Feet



Planning & Development
Services Department

Created by: ladeforth Date: 3/6/2025

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Packet Pg. 249

Zoning

1500A Main Street; Adjacent to TMS# 09014-09-16
 Current Zoning: City Center Design Overlay District (OV-CC)
 Proposed Zoning: OV-CC and Landmark (OV-HP)

21.b

Legend

- DAC: Downtown Activity Center/Corridor
- Design Overlay Districts
- OV-HP: Individual Landmark
- Parcels
- City Limits



0 100 200 Feet



Planning & Development
 Services Department

Created by: sw Hudson Date: 3/4/2025

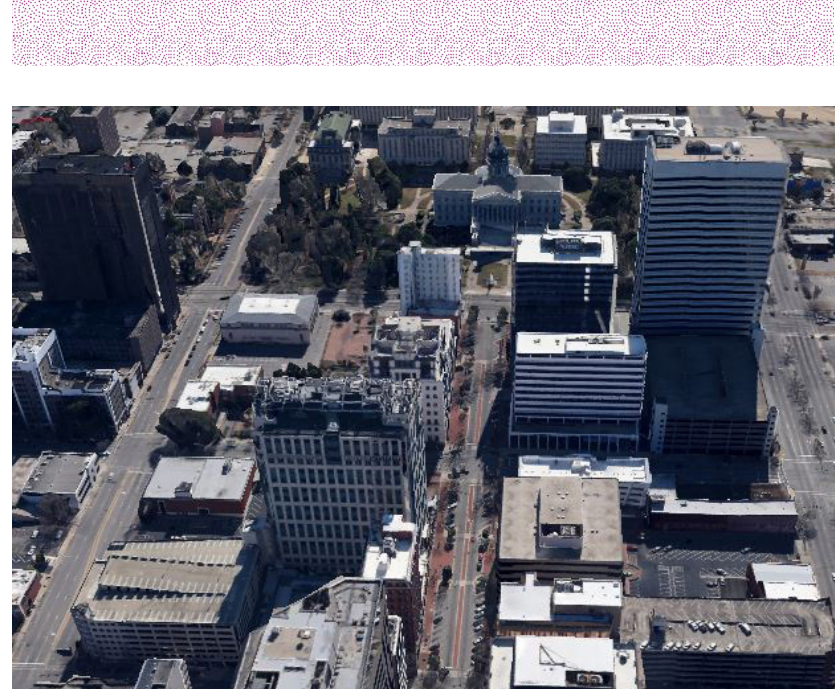
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Future Land Use Classification

Development Types

CENTRAL BUSINESS AREA (CBA)

Columbia's Central Business Area is the core of the downtown. It is a highly dense and walkable area with a multitude of uses including hotels, restaurants, residential, office buildings, support services, entertainment amenities, and public facilities. While parts of the Central Business Area have significant historical character to preserve, this is the area in the City most likely to see high-rise redevelopment and infill.



CBA BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family High-rise
- Multi-family Mixed Use Medium & High-rise
- Business/Employment Small to Extra Large

SECONDARY TYPES

- Multi-family Medium & Large
- Civic/Institutional Small to Large
- Flex Small to Large
- Parking Structures

TERTIARY TYPES

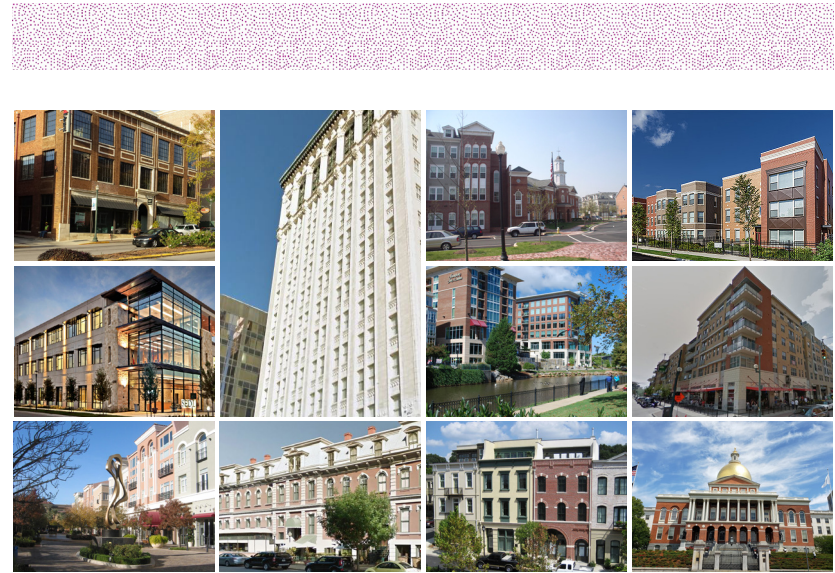
- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

See matrix for appropriate park/open space types.

Development Types

CBA DEVELOPMENT PATTERN/CONTEXT

- The blocks in the Central Business Area are square and formed by the street grid of the central city.
- The area occupies number of full City blocks and half blocks.
- Subdivision of lots is fairly regular, but retains flexibility to accommodate the established development. Redevelopment of the blocks in the Central Business Area may result in modified subdivision patterns.
- Sidewalks are necessary to serve pedestrian-oriented streets and alleyways are also encouraged where possible.
- Most buildings are located at the sidewalk edge, with a primary entrance on the street of address. Secondary entrances are encouraged on corner buildings or buildings with attached parking. Buildings may sit at a zero lot line on side and rear lots.
- Building types may be mixed on a block, but most are set to the sidewalk.
- Shared parking in public and private lots and in on-street parking is predominant. As infill and redevelopment in the area increases the density, access to transit and additional shared parking will be important. Opportunities to share parking facilities between the Central Business Area and other nearby development types that accommodate entertainment uses could provide much needed parking for both, as their peak demand times are opposite one another.
- Open spaces are found in the public spaces, streetscaping, plazas and squares, and in pocket parks.



Proposed Zoning District

Article 3: Zoning Districts**Sec. 17-3.7. Overlay Districts****(j) OV-HP: Historic Preservation Overlay District**

(j) OV-HP: Historic Preservation Overlay District**(1) Purpose**

The purpose of the Historic Preservation Overlay (OV-HP) District is to encourage new development and redevelopment that is consistent with the character of original or historic development in the historic districts and sites. District standards and guidelines are intended to prevent destruction of historic structures and ensure new uses, building design, and site features are compatible with the character of historic districts and sites.

(2) Applicability

- a. In addition to base zoning district standards, the standards and requirements in this section apply to development located within the OV-HP District, which includes:
 1. Historic sub-districts identified in Table 17-3.7(j)(3): Established Historic Sub-districts and Applicable Standards and Design Guidelines;
 2. Type 1 landmarks listed in Appendix A, Type 1 Landmarks;
 3. Type 2 landmarks listed in Appendix B, Type 2 Landmarks; and
 4. Type 3 landmarks listed in Appendix C, Type 3 Landmarks.
- b. In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-HP District shall control.

(3) Historic Sub-districts

- a. The OV-HP District includes 16 sub-districts, which are identified in Table 17-3.7(j)(3): Established Historic Sub-districts and Applicable Standards and Design Guidelines.
- b. Each sub-district within the OV-HP district is subject to standards or design guidelines which are identified in Table 17-3.7(j)(3): Established Historic Sub-districts and Applicable Standards and Design Guidelines. Standards for the Governor's Mansion Protection Area, Elmwood Park Architectural Conservation District, and the Landmark District are in Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design. Design guidelines listed in Table 17-3.7(j)(3): Established Historic Sub-districts and Applicable Standards and Design Guidelines, for all other sub-districts are incorporated into this Ordinance by reference.
- c. The boundaries of each sub-district are identified on the official Zoning Map. They are further described in Appendices A-D.
- d. Development in a sub-district shall comply with the corresponding standards and sub-district design guidelines identified in Table 17-3.7(j)(3): Established Historic Sub-districts and Applicable Standards and Design Guidelines.

TABLE 17-3.7(J)(3): ESTABLISHED HISTORIC SUB-DISTRICTS AND APPLICABLE STANDARDS AND DESIGN GUIDELINES

HISTORIC SUB-DISTRICT	APPLICABLE STANDARDS AND DESIGN GUIDELINES
Cottontown/Bellevue	<i>Cottontown/Bellevue Architectural Conservation District Design Guidelines</i>
Oakwood Court	<i>Oakwood Court Architectural Conservation District</i>
Earlewood	<i>Earlewood Protection Area Design Guidelines</i>
Elmwood Park Architectural Conservation District	Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design
Governor's Mansion Protection Area	Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design
Granby	<i>Granby Architectural Conservation District Design Guidelines</i>
Landmark District	Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design
Melrose Heights/Oak Lawn	<i>Melrose Heights/Oak Lawn Architectural Conservation District Design Guidelines</i>
Old Shandon/Lower Waverly	<i>Old Shandon/Lower Waverly Protection Area Design Guidelines</i>
Seminary Ridge	<i>Seminary Ridge Architectural Conservation District Design Guidelines</i>
University Hill	<i>University Hill Architectural Conservation District Design Guidelines</i>
Wales Garden	<i>Wales Garden Architectural Conservation District</i>
Waverly	<i>Waverly Protection Area Design Guidelines</i>
West Gervais Street Historic Commercial District	<i>West Gervais Street Historic Commercial District Design Guidelines</i>
West Gervais Street Protection Area	<i>West Gervais Street Protection Area Design Guidelines</i>
Whaley Street	<i>Whaley Street Protection Area Design Guidelines</i>

(4) Landmark Intent and Development Standards

The following standards apply to structures and sites with landmark designations.

a. Type 1 Landmarks

1. Intent

Type 1 landmarks (see Appendix A: Type 1 Landmarks) include structures or sites which strongly contribute to the City's visual and cultural history by exhibiting one or more of the following characteristics:

- (i) Unique, outstanding, rare, or distinctive architectural design;
- (ii) The work of an architect of national importance; or
- (iii) The site of events or homes of persons that have significantly contributed to local or national history.

Article 3: Zoning Districts**Sec. 17-3.7. Overlay Districts****(j) OV-HP: Historic Preservation Overlay District**

2. Development Standards

Development of a Type 1 landmark shall:

- (i) Comply with applicable standards in Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design;
- (ii) Conserve the structure's original exterior; and
- (iii) Restore the structure's original exterior, to the maximum extent practicable.

b. Type 2 Landmarks**1. Intent**

Type 2 landmarks (see Appendix B: Type 2 Landmarks) include structures or sites which significantly contribute to the City's visual and cultural history by exhibiting one or more of the following characteristics:

- (i) Unique, outstanding, or somewhat rare or distinctive architectural design;
- (ii) The work of an architect of statewide or local importance;
- (iii) A good example of a style or type of building which is becoming, or is in danger of becoming, extinct locally; or
- (iv) The site of events or homes of persons that have significantly contributed to local or national history.

2. Development Standards

Development of a Type 2 landmark (see Appendix B: Type 2 Landmarks) shall:

- (i) Comply with applicable standards in Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design
- (ii) Conserve the structure's original interior and exterior; and
- (iii) Restore the structure's original exterior, to the maximum extent practicable.

c. Type 3 Landmarks**1. Intent**

Type 3 landmarks (see Appendix B: Type 3 Landmarks) include structures or sites which generally contribute to the City's visual and cultural history by exhibiting one or more of the following characteristics:

- (i) Distinctive architectural design;
- (ii) Belonging to a family or genera of buildings recognized locally;
- (iii) An example of a style or type of building which is becoming, or is in danger of becoming, extinct locally;

- (iv) The work of an architect of statewide or local importance; or
- (v) The site of events or homes of persons that have significantly contributed to local or national history.

2. Development Standards

Development of a Type 3 landmark (see Appendix C: Type 3 Landmarks) shall:

- (i) Comply with applicable standards in Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design;
- (ii) Conserve the structure's original exterior; and
- (iii) Restore the structure's original exterior, to the maximum extent practicable.

(5) Front Yard Setback and Minimum Off-Street Parking Standards

a. Front Yard Setbacks

Notwithstanding front yard setback standards in the underlying base zoning district, the following front yard setback standards apply in the OV-HP District.

1. Minimum Setback

There shall be no minimum front yard setback.

2. Maximum Setback

The maximum front yard setback shall be within 90 percent and 110 percent of the average front yard setback for properties on the same block face.

b. Minimum Off-Street Parking Requirements

Minimum off-street parking requirements shall be 50 percent of the requirements established in Sec. 17-5.2(d)(1), Minimum Number of Off-Street Parking Spaces.



MEETING DATE: May 6, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve American Institute of Architects (AIA) Guaranteed Maximum Price Amendment #1 for Project CP901201; a Construction Manager At-Risk (CMAR) Project for the City of Columbia Public Safety Complex at 400 Laurel Street, as requested by General Services on April 3, 2025. Award to Reeves Young, LLC, in an amount not to exceed \$4,427,739.00. This firm is located in Buford, GA.

REQUISITION NO.: R229037

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: General Capital Projects - 400 Laurel Street - Professional Services (4039999-CP901201-636600). The current budget amount is \$15,660.00. The budget amount of this amendment is \$4,427,739.00. The total revised budget amount is \$4,443,399.00.

FOCUS AREAS: Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** 400 Laurel Street Memo (PDF)
- **#b:** CA#1 400 Laurel- RY Executed (PDF)



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

FROM: Mr. Henry Simons, Assistant City Manager, Operations

DATE: May 6, 2025

SUBJECT: Recommendation for Approval of the Guaranteed Maximum Price Amendment #1 for the City of Columbia Public Safety Complex, Site Security and Third floor Renovations, located at 400 Laurel Street, Columbia, SC 29201 as requested by the General Services Department.

The Department of General Services respectfully requests your review and approval of the Guaranteed Maximum Price Amendment #1 for the City of Columbia Public Safety Complex, Site Security and Third floor Renovations, located at 400 Laurel Street, Columbia, SC 29201.

The overall project is a two phased project with this amendment being the first phase. This phase is valued at \$4,427,739 and is being requested in advance of the remaining work to facilitate a more timely relocation of CFD's Fire Marshalls and CFD's Training Officers. There will be an additional phase for renovations of the basement, first floor, second floor, fourth floor and fifth floor. Total Budget for all phases (Soft and Hard cost) for the project is \$29,854,636.

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



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 08 day of May in the year 2025, is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Twenty First day of March in the year Two-Thousand and Twenty Five (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and address or location)

City of Columbia Public Safety Complex
400 Laurel Street
Columbia, SC 29201

THE OWNER:
(Name, legal status, and address)

City of Columbia
1737 Main Street
Columbia, SC 29201

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Reeves Young
201 Riverplace, Suite 300
Greenville, SC 29601

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Four Million, Four Hundred Twenty Seven Thousand, Seven Hundred Thirty Nine (\$

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1431058809)

Packet Pg. 261

4,427,739.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

See attached Cost Estimate

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of execution of this Amendment.

☒ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

See EXHIBIT F - Schedule

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

☒ Not later than Two Hundred and Ten (210) calendar days from the date of commencement of the Work.

☐ By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Exhibit A	Qualifications & Exclusions	03/21/2025	9

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Exhibit C – Document Log

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Exhibit C – Document Log

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Init.

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User Notes:

(1431058809)

Item	Price
See Exhibit B - Allowances	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

See Exhibit A – Qualifications & Exclusions

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Exhibit D – RFI Log
Exhibit E – Logistics Plan
Exhibit F – Schedule

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

N/A

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

Teresa B. Wilson City Manager
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Chad McLeod President
(Printed name and title)

APPROVED AS TO FORM

Legal Department City of Columbia, SC

4/21/2025

Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:23:36 ET on 04/09/2025.

PAGE 1

This Amendment dated the 08 day of May in the year 2025, is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Twenty First day of March in the year Two-Thousand and Twenty Five (the "Agreement")

...

City of Columbia Public Safety Complex
400 Laurel Street
Columbia, SC 29201

...

City of Columbia
1737 Main Street
Columbia, SC 29201

...

Reeves Young
201 Riverplace, Suite 300
Greenville, SC 29601

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Four Million, Four Hundred Twenty Seven Thousand, Seven Hundred Thirty Nine (\$ 4,427,739.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

See attached Cost Estimate

...

N/A

...

N/A

...

N/A

...

[X] Established as follows:

...

See EXHIBIT F - Schedule

PAGE 3

[X] Not later than Two Hundred and Ten (210) calendar days from the date of commencement of the Work.

...

N/A

...

<u>Exhibit A</u>	<u>Qualifications & Exclusions</u>	<u>03/21/2025</u>	2
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...

Exhibit C – Document Log

...

Exhibit C – Document Log

...

N/A

PAGE 4

See Exhibit B - Allowances

...

See Exhibit A – Qualifications & Exclusions

...

Exhibit D – RFI Log
Exhibit E – Logistics Plan
Exhibit F – Schedule

...

N/A

...

Teresa B. Wilson City Manager

Chad McLeod President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:23:36 ET on 04/09/2025 under Order No. 4104248375 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

BUSINESS UNIT LEADER

(Title)

4/23/25

(Dated)



MEETING DATE: May 6, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-040 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (604 Huger, LLC/617 Devine Street Associates, LLC, Richland County TMS #R08915-13-03)

REQUISITION NO.: 2025-040

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** 2025-040- Consent to MCIP Ordinance for 617 Devine (604 Huger, LLC) (PDF)

ORDINANCE NO.: 2025-040

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(604 Huger, LLC/617 Devine Street Associates, LLC, Richland County TMS #R08915-13-03)*

WHEREAS, the City of Columbia, South Carolina ("City"), is a body, politic and corporate located in Richland County, South Carolina ("County"); and,

WHEREAS, through Columbia City Council ("Council"), the City is entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina; and,

WHEREAS, the County and Fairfield County, South Carolina ("Fairfield"), entered into an Agreement for Designation of the I-77 Corridor Regional Industrial Park dated as of April 15, 2003 (the "Original Agreement"), which Original Agreement was amended and restated pursuant to the Amended and Restated Master Agreement dated as of September 1, 2018 (as so amended and restated, the "Park Agreement"); and,

WHEREAS, pursuant to Section 1.02 of the Park Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinance of the County Council of the County and delivery of notice of such enlargement to Fairfield County; and,

WHEREAS, 604 Huger, LLC, a South Carolina Limited Liability Company, acting for itself, one or more affiliates, and/or other project investors (collectively, the "Developer"), has committed to establish, or cause to be established, a mixed-use commercial real estate development project, including market rate housing, but which will not include student housing or private dormitories, to be located on parcels located in the City, as more particularly described on Exhibit A attached hereto (the "Property", and together with the development, "Project"), consisting of total taxable investments by, or at the direction of, the Developer in real and personal property of not less than \$49,800,000; and,

WHEREAS, the County has agreed to offer a public infrastructure credit to reduce the property taxes due on the Project (as more particularly defined herein, "Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act"), and an amended and restated public infrastructure credit agreement between the County and the Developer for the Property ("A&R Credit Agreement") to provide Credits against certain of the Developer's payments in lieu of taxes with respect to the Project for the purpose of assisting in paying certain costs of designing, acquiring, constructing, improving or expanding public infrastructure (collectively, "Public Infrastructure"); and,

WHEREAS, pursuant to an ordinance duly enacted by the Council on May 12, 2020 (the "Original Ordinance"), the Council consented to an expansion of the boundaries of the Park and an amendment to the Park Agreement to include those portions of the Property identified as "Parcels 1-3" and "Parcels 4-5" on Exhibit A attached hereto (the "Prior Parcels"); and,

WHEREAS, subsequent to the enactment of the Original Ordinance, the Developer has presently determined to expand the Project to include an additional parcel located in the City, which such parcel is identified as "Parcel 6" on Exhibit A attached hereto ("Parcel 6"); and,

WHEREAS, to grant the Developer the full value of the Credit with respect to the Project and the Property, the County now desires to also locate Parcel 6 in the Park the County has jointly developed with Fairfield, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended ("Park Act" and, together with the Credit Act, "Act"); and,

WHEREAS, pursuant to the Act and the Park Agreement, following application of the Credit, the payments in lieu of taxes generated from the Project will be distributed as set forth in the Park Agreement; and,

WHEREAS, pursuant to the Act, because Parcel 6 is located within the City's geographical borders, the City must consent to the inclusion of Parcel 6 within the boundaries of the Park, as the City previously did with respect to the Prior Parcels pursuant to the Original Ordinance; and,

WHEREAS, based upon the foregoing, the City now desires to consent to the inclusion of Parcel 6 in the Park; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2025 that the City hereby consents to the inclusion of Parcel 6 in the Park, which consent is conditioned upon the following:

1. The County's adoption, by resolution or ordinance, authorizing the inclusion of Parcel 6 in the Park and delivery of written notice to Fairfield County, pursuant to Section 1.02 of the Park Agreement; provided, Parcel 6 shall not be removed from the Park for so long as the Developer is receiving Credits as a result of inclusion in the Park.
2. The County's approval, execution and delivery of the A&R Credit Agreement related to the Property, including, without limitation, Parcel 6.
3. The A&R Credit Agreement will provide that (a) the Developer will make payments in lieu of taxes related to the Property ("PILOT") during the term of the A&R Credit Agreement, which PILOT shall be based on property tax assessment of the Property of six percent; (b) the annual PILOT payment payable from the Developer to the County will be subject to reduction by a 50% infrastructure credit (herein defined as the "Credit") to reimburse the Developer's Public Infrastructure costs; (c) the term of the Credit shall not exceed ten years (unless consented to in writing by the City), as shall be set forth in the A&R Credit Agreement; (d) in each year during the term of the Credit, the City will be entitled to receive the portion of the PILOT payment (net of the Credit, as applicable) as provided in the Park Agreement; and (e) the Property will be deemed removed from the Park upon the expiration or earlier termination of the A&R Credit Agreement.

4. Notwithstanding the foregoing, if the Project proceeds in a phased approach, the time limit for the Project Credit period as allowed in this Ordinance shall be as set forth in Section 3 hereof, and the timeline for additional phases shall be for the period of time or Credit amount that remains available on the original period and shall not have a new beginning date.

5. The City Manager is authorized to execute any documents and take any further action as may be reasonably necessary to further the intent of this Ordinance.

6. Approval of this Ordinance does not constitute a development approval, as all regulatory permitting and approval requirements remain in effect, the requirement of such is not altered in any way by the approval of this Ordinance. The Project must progress forward at a reasonable pace for a project of this magnitude or else the Park inclusion approval, which facilitates the Credit, will be repealed by the City.

7. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT A PROPERTY DESCRIPTION

PARCELS 1-3

All that lot of land, with improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, and containing 1.51 acres and being located the northeastern corner of the intersection of Blossom and Huger Streets and being shown on plat prepared for Blossom/Huger Limited Partnership by Cox and Dinkins, Inc., dated August 24, 1988, recorded in Plat Book 52 at Page 3217 on September 12, 1988. Said lot being bounded and measuring as shown on said plat.

TMS No./Address

TMS No. 08914-01-10 – 602 Huger Street, Columbia, SC 29201

TMS No. 08914-01-06 – 613-11 Pulaski Street, Columbia, SC 29201

TMS No. 08914-01-07 – 609 Pulaski Street, Columbia, SC 29201

PARCELS 4-5

All that certain piece, parcel or lot of land situate, lying, and being at the northwestern corner of the intersection of Blossom and Pulaski Streets, in the City of Columbia, in the County of Richland, in the State of South Carolina, being in shape practically a rectangle measuring on its northern and southern sides two hundred and eight (208') feet, more or less, and on its eastern and western sides one hundred and four (104') feet, more or less, bounded on the north by property of Baker and Weathers, formerly of Baylis, on the east by Pulaski Street, on the south by Blossom Street, and on the west by property of Ehrlich (lot now occupied by warehouse of Checker Transfer & Storage Co., known as 602 Huger Street), being the same property conveyed as two lots of approximately one quarter acre each by C.M. Wilder and Maria E. Wilder to George W. Waring be deed dated August 11, 1900, recorded in the Office of the Clerk of Court for Richland County in Deed Book "AE" at Page 81.

TMS No./Address

TMS No. 08914-01-08 – 603-05 Pulaski Street, Columbia, SC 29201

TMS No. 08914-01-09 – Pulaski Street, Columbia, SC 29201

PARCEL 6

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina containing 0.69 acres (30,063.48 sq. ft.) on a Plat prepared for Compress Holding Company, LLC by David S. Sharpe, SCPLS #10509, dated April 10, 2013, recorded in Book 1856 at Page 408 in the Office of the Register of Deeds for Richland County, and having the following measurements and boundaries to-wit:

LEGAL DEPARTMENT DRAFT

BEGIN AT a ¾" pipe found located at the intersection of the northern right-of-way of Devine Street and the western right-of-way of Wayne Street (Norfolk Southern Railroad/CSX Railroad); thence running South 69°29'47" West along the northern right-of-way of Devine Street for a distance of 200.14 feet to a ½" pipe found; thence turning and running North 20°46'10" West along property now or formerly of Legal Bull Properties for a distance of 92.09 feet to a ½" rebar; thence turning and running North 20°54'24" West along property now or formerly of Carolina Federal for a distance of 57.99 feet to a ½" rebar found; thence turning and running North 69°30'59" East along property now or formerly of University of South Carolina for a distance of 200.70 feet to a ½" pipe found; thence turning and running South 20°36'32" East along the western right-of-way of Wayne Street right-of-way (Seaboard Coast Line Railroad) for a distance of 150.00 feet to the Point of Beginning.

TMS No./Address

TMS No. 08915-13-03 – 617 Devine Street, Columbia, SC 29201



MEETING DATE: May 6, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2025-018 - Approval for Acquisition of 0.03 acre (1,511.97 Sq. Ft.) portion of 2409 Santee Avenue and identified as Richland County TMS#11409-07-27; CIP Project #SD8438; CF#250-596

REQUISITION NO.: R-2025-018

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** 2025-018 memo__Council Agenda Item__acquisition of a portion of 2409 Santee Ave; CIP Project SD8438 (DOC)
- **#b:** R-2025-018 - Acquisition of 0.03 ac_2409 Santee Ave (PDF)

**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-2025-018**
Authorizing Acquisition of a Portion of 2409 Santee Avenue;
CIP Project #SD8438; CF#250-596

DATE: April 21, 2025 INITIALS: *gn*

The acquisition of a portion of the subject property is necessary for the construction of a detention pond for stormwater maintenance in the Waverly and Five Points areas.

Thank you for your assistance with this matter.

GN

RESOLUTION NO: R-2025-018

Approval for Acquisition of 0.03 acre (1,511.97 Sq. Ft.) Portion of 2409 Santee Avenue and Identified as Richland County TMS#11409-07-27; CIP Project #SD8438; CF#250-596

WHEREAS, the referenced property is a residential lot of which the City proposes to acquire 0.03 acre and assemble with other property to construct a detention pond for storm water management that will benefit the Waverly neighborhood and the Five Points area; and

WHEREAS, the site appraised for \$3,000 approximately three years ago and the owners have agreed to sell this property to the City for not less than \$5,000. The Director of Engineering recommends acceptance of the consideration; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2025, for and in consideration of the sum of Five Thousand and No/100s (\$5,000.00) Dollars, the City Manager is hereby authorized to sign all documents necessary on behalf of the City of Columbia for acquisition of a portion of 2409 Santee Avenue containing 0.03 acre from THEODORE J. JOHNSON, et al.

The referenced site is identified as 0.03 acre as shown on a plat prepared for the City of Columbia by the Department of Engineering, David S. Sharpe, S.C. P.L.S. #10509, dated November 7, 2022 and being incorporated herein and made a part hereof as Exhibit "A". A copy of said survey also being on file in the office of the Department of Engineering under file reference #250-596.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

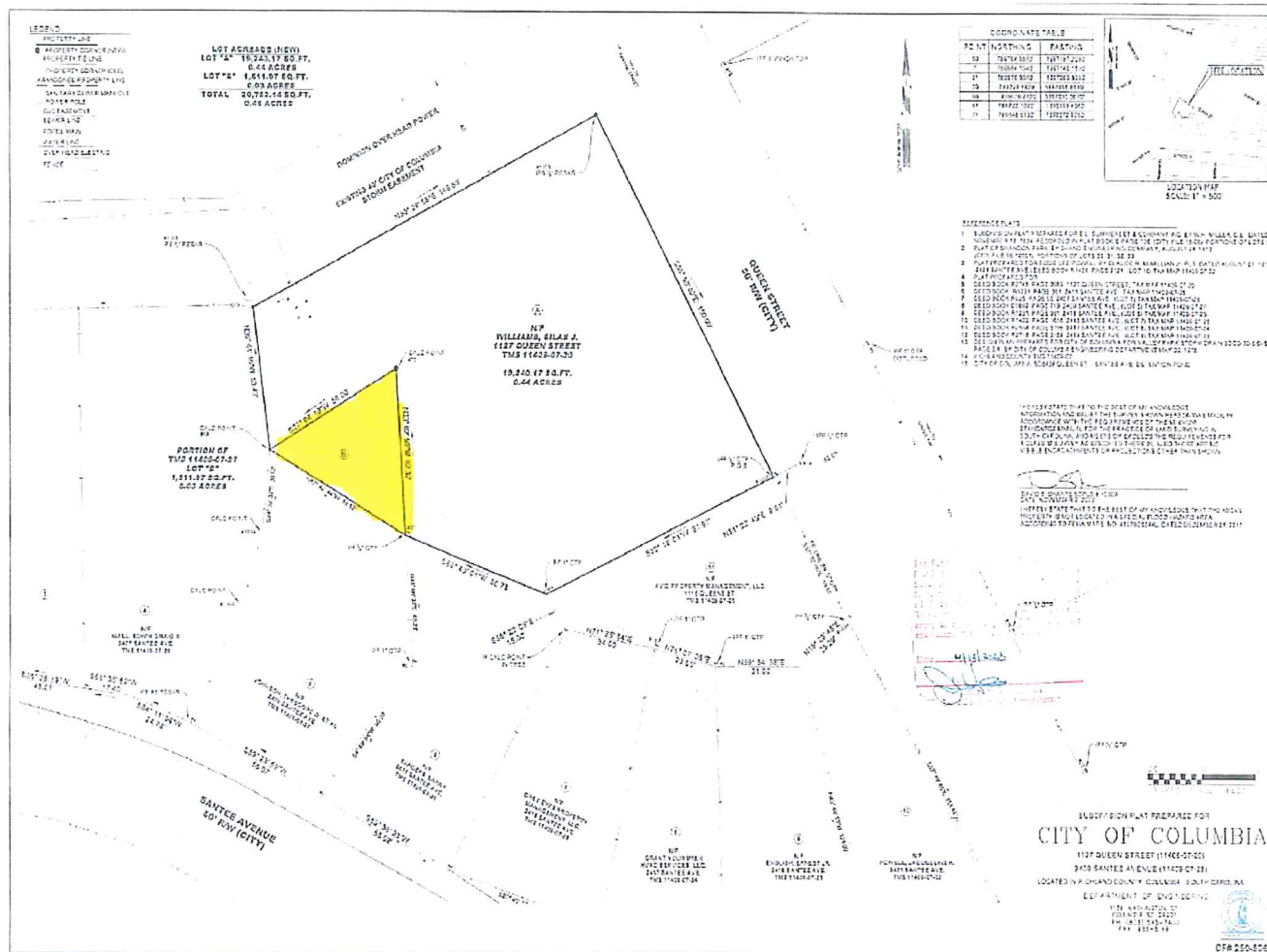

Deputy City Attorney

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Exhibit "A"



LEGAL DEPARTMENT DRAFT



MEETING DATE: May 6, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve an allocation of \$30,000.00 to SC Black Pages USA for the 28th Annual Black Expo.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Funding Source: Fiscal Year 2024/2025 Hospitality Tax Fund

ATTACHMENTS:

- **#a:** 2025 Black Expo funding letter #2 (PDF)



April 23, 2025

Ms. Teresa Wilson
City Manager
City of Columbia
1737 Main Street
Columbia, SC 29201

Ms. Wilson

Thank you and all of Columbia City Council very much for your continued support of Black Expo. As we prepare for the 28th Annual Black Expo, we recognize the city's commitment has been paramount to the impact we've had over this time period.

As you are aware, the Black Expo is the largest event targeting the African American community as well as attracting outside visitors to our city. Since its inception, the mission and purpose has been to educate, enlighten and empower all facets of our community by strengthening the minority community.

Most recently, we experienced a decrease in funding support through various partners as a result of internal funding cuts. The decrease in funding has presented quite a challenge particularly in maintaining an event of this magnitude.

We respectfully request an additional \$30,000 to assist us in maintaining the caliber of what citizens have come to expect from Black Expo. This amount coupled with that which was previously awarded will certainly assist us in our out of state and out of region marketing as well as event management expenses which would allow us to attract visitors to our beloved City!

Again, thank you for your continued support and consideration of this request
Sincerely,

Darrin Thomas
President
SC Black Expos



MEETING DATE: May 6, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve an allocation of \$25,000.00 to the Soda City Football Club for the FC Women's Program.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Funding Source: Fiscal Year 2024/2025 Hospitality Tax Fund

ATTACHMENTS:

- **#a:** Soda City FC-City of Columbia (PDF)



Board of Directors

William Baker

Patrick Burnette

Chris Farley

Sergey Razin

Svetlana Gribova

Soda City FC is a pre-professional soccer organization that provides soccer players in Columbia, SC and surrounding areas a pathway to extend their playing careers in a professional development environment and to give back to the community. Targeting players between the ages of 17-32, Soda City FC will provide opportunities to play for a purpose, and showcase abilities at an elite level on a local, regional and national format.

Soda City FC Women is dedicated to promoting and enhancing the development of women's soccer and health awareness in Columbia and surrounding areas region. In addition to establishing our in the Women's Premier Soccer League, our primary objective is to provide an opportunity for young women to grow and develop into talented and dynamic athletes and to equip them with the necessary tools to excel in both soccer and life. By establishing a strong and dependable foundation, we aim to provide our more experienced athletes with a competitive environment where they can continue to flourish and advance the sport of women's soccer.

The hospitality tax funds of \$25,000 will be used towards costs associated with the advertising, marketing, and promotion of Soda City FC and Columbia, SC. Now in its 7th year of Soda City FC existence, its home soccer matches is a signature Columbia event for youth soccer clubs and families that brings together locals and visitors for evenings of fun, music, and community impact. In the past held at the Saluda Shoals Soccer Complex, now at Memorial Stadium in the Rosewood area the soccer experience offers high quality and fun filled evenings in a vibrant outdoor setting right in the middle of the city. Tourists and Residents alike are drawn to the matches family-friendly atmosphere. Attendees enjoy local vendors, food trucks, and an unforgettable live soccer environment experience. With a mix of VIP and general admission options, the soccer matches appeals to a broad audience and encourages out of town guests to explore Columbia's vibrant food, music, and cultural scene. As a result, all Soda City FC soccer matches boosts local tourism, support small businesses, and enhance the city's reputation as a destination for being 1 of 3 cities in South Carolina with professional soccer and unique, community-driven events.

Thank you,

William Baker

President

Soda City FC

www.sodacitysoccer.com

info@sodacitysoccer.com



MEETING DATE: May 6, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:
Marvin Haygood vs. Marvin Bookert and City of Columbia



MEETING DATE: May 6, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Discussion of matters relating to the proposed location, expansion, or provision of services encouraging location or expansion of industries or other businesses in the area served by the public body pursuant to S.C. Code §30-4-70(a)(5)

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Economic Growth

PURPOSE:
Project Catalyst
Project Sparrow
Project Huger

HISTORY:

04/29/25
INFORMATION.

Economic Development & Infrastructure Committee

RECEIVED AS