



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JUNE 10, 2025

The Columbia City Council will conduct a meeting on Tuesday, June 10, 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

INVOCATION

PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA

PUBLIC INPUT

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

APPROVAL OF MINUTES

1. Council is asked to approve the May 20, 2025 Budget Workshop and Regular Meeting Minutes.

PRESENTATIONS

2. Special Recognition - Mrs. Elizabeth Taylor, President / Columbia Pickleball Club
3. National Homeownership Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor
 - *Remarks from Ms. Krystle Buckner, City Lender Program Participant*



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BUDGET PUBLIC HEARING - ORDINANCE FIRST READING

4. Ordinance No.: 2025-045 - To Raise Revenue and Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2026

CONSENT AGENDA ITEMS 5 THROUGH 27

5. Council is asked to approve the Purchase of Genetec Security System Components for the City of Columbia Public Safety Complex at 400 Laurel Street, as requested by the Columbia Police Department on May 21, 2025. Award to Schneider Electric Buildings using the Omnia Partners Cooperative Contract in the amount of \$55,867.00. This vendor is located in Morrisville, NC.

Funding Source: General Capital Projects - 400 Laurel Street - Professional Services for Capital Projects (4039999-CP901201-658650). The original budget amount is \$55,867.00.

6. Council is asked to approve the Purchase of Body Armor, as requested by the Columbia Police Department on May 14, 2025. Award to Lawmen's Distribution, LLC, using the SC State Contract in the amount of \$60,710.08. This vendor is located in Columbia, SC.

Funding Source: Police Administrative Services - Uniforms and Clothing (1012402-624100). The original budget amount is \$60,710.08.

7. Council is asked to approve Contract Amendment #3 for the Upfitting of 35 Police Pursuit Vehicles, as requested by the Fleet Services Division on May 23, 2025. Award to Carolina Custom Upfitters, in an amount not exceed \$680,036.77. The current term of the contract ends on June 30, 2025 and this amendment extends the contract to June 30, 2026. This vendor is located in Columbia, SC.

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The current budget amount is \$626,689.95. The budget amount for this amendment is \$680,036.77. The total revised budget amount is \$1,306,726.72.



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8. Council is asked to approve a new Professional Services Contract to prepare a Comprehensive Safety Action Plan in accordance with the U.S.D.O.T. Safe Streets and Roads for All grant program, as requested by the Planning and Development Services Department on October 25, 2024. Award to Kimley-Horn and Associates, in an amount not to exceed \$80,000.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date one (1) year from commencement and the option to renew for one (1) additional six (6) month period. This firm is located in Columbia, SC.

Funding Source: U.S. Department of Transportation Safe Streets Grant - Development Services - Professional Services (1014101-636600). The original budget amount is \$80,000.00

9. Council is asked to approve a new Construction Contract for the Laurel Street Resurfacing Project, as requested by the Public Works Department on March 6, 2025. Award to Armstrong Contractors, LLC, in an amount not to exceed \$308,603.28, 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.

Funding Source: Street Resurfacing Capital Project - Repave Laurel - Capital Project Costs (4079999-SR915801-658650). The original budget amount is \$308,603.28.

Armstrong Contractors, LLC is the prime contractor and will provide paving services at 75.71% (\$194,669.40) of the total contract amount.

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

Southern Commercial, located in Lexington, SC, will provide traffic control at 5.36% (\$13,800.00) of the total contract amount.

Peek Pavement Marking, LLC, located in Columbus, GA, will provide temporary and thermoplastic pavement markings at 9.13% (\$23,500.00) of the total contract amount.

Walker Brothers, Inc., located in Lexington, SC, will provide traffic loops at 9.80% (\$25,200.00) of the total contract amount.



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10. Council is asked to approve the Purchase of a 2025 Cementech C60 Concrete Truck, as requested by the Street Division on April 29, 2025. Award to Dobbs Equipment Southeast, LLC, using the Sourcwell Cooperative Contract in the amount of \$389,600.00. This vendor is located in Albany, GA.

Funding Source: Streets-Storm Drains - Auto, Trucks, Heavy Equipment-Capital (5534203-658500) \$340,000.00; Streets-Water and Sewer Repair - Auto, Trucks, Heavy Equipment-Capital (5513202-658500) \$49,600.00. The original budget amount is \$389,600.00.

11. Council is asked to approve the Purchase and Installation of a new Heating, Ventilation, and Air Conditioning (HVAC) Chiller Replacement System at EdVenture Children's Museum, as requested by the Support Services Division on May 28, 2025. Award to Trane, using the OMNIA Partners Cooperative Contract in an amount not to exceed \$575,000.00, which includes contingency. This vendor is located in West Columbia, SC.

Funding Source: HospitalityTax Fund Balance - Capital Project - Professional Services (4039999-658650). The original budget amount is \$575,000.00.

12. Council is asked to approve a new Sole Source Contract for two (2) Weir-Wolf Automated Cleaning Systems for the Metro Wastewater Treatment Plant, as requested by Columbia Water on May 2, 2025. Award to Ford Hall Company, Inc., in the amount of \$64,454.40. This vendor is located in Richmond, KY.

Funding Source: Utilities Metro Wastewater Plant - Machinery and Equipment-Capital (5516208-658300). The original budget amount is \$64,454.40.

13. Council is asked to approve Contract Amendment #2 for Envirex, General Maintenance, and Hardware at the Metro Wastewater Treatment Plant, as requested by Columbia Water on May 16, 2025. Award to Evoqua Water Technologies, in an amount not to exceed \$100,000.00. The current term of the contract ends on June 30, 2025. This firm is located in Waukesha, WI.

Funding Source: Utilities Metro Wastewater Treatment Plant - Small Hand Tools/Other Equipment (5516208-623100). The current budget amount is \$130,000.00. The budget amount for this amendment is \$100,000.00. The total revised budget amount is \$230,000.00.



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14. Council is asked to approve Contract Amendment #3 for Repairs and Maintenance at the West Columbia Lift Station, as requested by Columbia Water on May 14, 2025. Award to Xylem Water Solutions USA, Inc., in an amount not to exceed \$150,000.00. The current term of the contract ends on June 30, 2025. This vendor is located in Charlotte, NC.

Funding Source: Utilities Metro Wastewater Treatment Plant - Machinery and Equipment-Capital (5516208-658300). The current budget amount is \$235,000.00. The budget amount for this amendment is \$150,000.00. The total revised budget amount is \$385,000.00.

15. Council is asked to approve Contract Amendment #2 for Project WM4393-SS7409; Utility Relocation Inspection Services at Leesburg Road between Fairmont Road and Lower Richland Boulevard, as requested by Columbia Water on May 15, 2025. Award to Mead and Hunt in an amount not to exceed \$161,463.50. The current term of the contract ends on November 30, 2025. This firm is located in Lexington, SC.

Funding Source: Water and Sewer Capital Projects - Leesburg Road Inspections - Capital Project Costs (5529999-WM439302-658650) \$80,731.75 and Water and Sewer Capital Projects - Leesburg Road Inspections - Capital Project Costs (5529999-SS740902-658650) \$80,731.75. The current budget amount is \$651,721.20. The budget amount for this amendment is \$161,463.50. The total revised budget amount is \$813,184.70.

This is a Mentor Protégé Program project. Mead and Hunt is the mentor and will provide project administration, surveying and utility mapping, geotechnical investigation, final design, permitting, engineering services during construction and project closeout services at 78.37% (\$126,542.00) of the amendment amount.

Highfill Infrastructure Engineering, PC of Columbia, SC, is the protégé and will provide construction observation and construction administration services at 21.63% (\$34,921.50) of the amendment amount.

16. Council is asked to approve a new Construction Contract for Project WM4720; Abelia Road Water Main Upgrade for the Heathwood Park Subdivision, as requested by Columbia Water on April 7, 2025. Award to Williams Infrastructure, LLC, in an amount not to exceed \$588,389.45, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date one hundred fifty (150) days from commencement. This contractor is located in Columbia, SC.



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Funding Source: Water and Sewer Capital Projects - Watermain Upgrades for Heathwood Park - Capital Project Costs (5529999-WM472001-658650). The original budget amount is \$588,389.45.

This is a Mentor Protégé Program project. Williams Infrastructure, LLC is the mentor and will provide construction management services at 10.32% (\$52,762.00) of the total contract amount.

J.A. Mabus and Associates, Inc., located in Batesburg, SC, is the protégé and will provide pipe installation and asphalt replacement services at 81.28% (\$415,881.00) of the total contract amount.

The following subcontractors will provide additional services:

Inline Paving, located in Lexington, SC, will provide milling and resurfacing asphalt services at 8.40% (\$43,000.00) of the total contract amount.

17. Council is asked to approve a new Professional Services Contract for Project SS7662; Beaver Mitigation and Maintenance, as requested by Columbia Water on November 11, 2024. Award to McClam and Associates, Inc., in an amount not to exceed \$1,000,000.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date one (1) year from commencement and the option to renew for four (4) additional one-year periods. This firm is located in Little Mountain, SC.

Funding Source: Utilities Wastewater Maintenance - Special Contracts Water/Sewer/Stormwater (5516205-638305). The original budget amount is \$1,000,000.00.

McClam and Associates, Inc. is the prime and will provide project management and administration services at 16.67% (\$158,003.64) of the total contract amount.

The following subcontractor will provide additional services:

Forest and Wildlife Innovations, Inc., located in West Columbia, SC, will provide animal control services at 83.33% (\$789,996.36) of the total contract amount.



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18. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 84, 92, and 94 Bluff Road, TMS# 11204-02-40

Ordinance No.: 2025-034 - Annexing 84, 92, and 94 Bluff Road, Richland County TMS #11204-02-40 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 Mixed Residential Type 3 (UCMR-3) and assign zoning of Residential Two-Family - Mill Village District (RD-MV), portions within the Floodplain Overlay District (OV-FP) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential 6 (R6) by Richland County.

Council District: 3

Applicant: Sandlapper Management Company, LLC

Staff Recommendation: Denial

PC Recommendation: 04/10/2025; Approval (5-0)

First reading approval was given on May 20, 2025.

19. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 421 Piney Woods Road, TMS# 04914-02-04

Ordinance No.: 2025-032 - Annexing 421 Piney Woods Road, Richland County TMS #04914-02-04 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

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

Council District: 1

Applicant: Maher Almassri / Wooten Company

Staff Recommendation: Approval

PC Recommendation: 04/10/2025; Approval (6-0)

First reading approval was given on May 20, 2025.



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20. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 0.05-acre E/S Bluff Road, TMS# 13605-01-03

Ordinance No.: 2025-037 - Annexing 0.05-acre E/S Bluff Road, Richland County TMS # 13605-01-03 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Proposal: Request to annex the property, assign the land use classification of Industrial (IND) and assign zoning of Heavy Industrial District (HI) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Heavy Industrial (HI) by Richland County.

Council District: 3

Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation: 04/10/2025; Approval (6-0)

First reading approval was given on May 20, 2025.

21. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2.16-acre portion of 2010 Bluff Road, TMS# 13602-03-01 (portion)

Ordinance No.: 2025-033 - Annexing 2.16-acre portion of 2010 Bluff Road, Richland County TMS #13602-03-01 (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 Industrial (IND) and assign zoning of Light Industrial District (LI) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Heavy Industrial (HI) by Richland County.

Council District: 3

Applicant: 7-D Family Limited Partnership / WDGREP Acquisitions, LLC

Staff Recommendation: Approval

PC Recommendation: 04/10/2025; Approval (6-0)

First reading approval was given on May 20, 2025.



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22. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 100, 140, and 150 Fontaine Center Drive, TMS# 14201-05-02, -08, and -07

Ordinance No.: 2025-036 - Annexing 100, 140, and 150 Fontaine Center Drive, Richland County TMS #14201-05-02, -08, and -07 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 Urban Edge Mixed Residential (UEMR) and Employment Campus (EC) and assign zoning of Employment Campus District (EC) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned General Commercial (GC) and Light Industrial (M-1) by Richland County.

Council District: 2

Applicant: David Hilburn, Winding Path, LLC

Staff Recommendation: Approval

PC Recommendation: 04/10/2025; Approval (6-0)

First reading approval was given on May 20, 2025.

23. ZONING MAP AMENDMENT for 3310, 3332 Unit A, 3332 Unit B, and 1.29 acres S/E Leesburg Road, TMS# 22004-01-12, 22004-01-14, 22004-01-35, and 22004-01-20

Ordinance No.: 2025-029 - Amending the Official Zoning Map to modify the zoning for 3310, 3332 Unit A, 3332 Unit B, and 1.29 acres S/E Leesburg Road, Richland County TMS # 22004-01-12, 22004-01-14, 22004-01-35, and 22004-01-20

Proposal: Request to rezone the property from Residential Single Family Large Lot District (RSF-1) and Residential Single Family Small Lot District (RSF-3) to Neighborhood Activity Center/Corridor District (NAC).

Council District: 4

Applicant: Andrew Livengood, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 04/10/2025; Approval (6-0)

First reading approval was given on May 20, 2025.



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24. ZONING MAP AMENDMENT for 111, 161 (portion), 171, and 181 Pontiac Business Center Drive and 594 Spears Creek Church Road, TMS# 25714-01-05, 25714-01-09, 25714-01-10 (portion), and 25714-01-11 (portion)

Ordinance No.: 2025-030 - Amending the Official Zoning Map to modify the zoning for 111, 161 (portion), 171, and 181 Pontiac Business Center Drive and 594 Spears Creek Church Road, Richland County TMS # 25714-01-05, 25714-01-09, 25714-01-10 (portion), and 25714-01-11 (portion)

Proposal: Request to rezone the property from Light Industrial District (LI) to Employment Campus District (EC).

Council District: 4

Applicant: Paul Mishoe, Jr., Cross Engineering Services, LLC

Staff Recommendation: Approval

PC Recommendation: 04/10/2025; Approval (6-0)

First reading approval was given on May 20, 2025.

25. ZONING MAP AMENDMENT for 1319 Caroline Road, TMS# 16414-09-07

Ordinance No.: 2025-035 - Amending the Official Zoning Map to modify the zoning for 1319 Caroline Road, Richland County TMS # 16414-09-07

Proposal: Request to rezone the property from Residential Single Family Large Lot District (RSF-1) to Office and Institutional District (O-I).

Council District: 4

Applicant: Raheem Majeed, Majeed Goddess Investments, LLC

Staff Recommendation: Denial

PC Recommendation: 04/10/2025; Approval (6-0)

First reading approval was given on May 20, 2025.



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26. AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE to Amend standards and definitions for Private Dormitories

Ordinance No.: 2025-039 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Article 4: Use Regulations Sec. 17-4.2 and Article 9: Definitions and Rules of Measurement Sec. 17-9.3

Proposal: Amend the Unified Development Ordinance, Chapter 17, Article 4: Use Regulations Sec. 17-4.2. Principal Uses (b) Principal Use Table and (c) Standards for Specific Principal Uses (1) Residential Uses (b) Group Living Uses, 2. Private Dormitory; Article 9: Definitions and Rules of Measurement Sec. 17-9.3. Use Classification and Interpretation (a) Principal Use Classification System to limit permitted bedrooms in dwelling or living units located in private dormitories to four and clarify related definitions.

Applicant: Columbia City Council

Staff Recommendation: Council Member Sponsored

PC Recommendation: 4/10/2025; Approval (6-0)

First reading approval was given on May 20, 2025.

27. Ordinance No.: 2025-041 - Approving certification of site under S.C. Code Ann. § 12-65-50 of the South Carolina Textiles Communities Revitalization Act for 602 Huger Street, Richland County TMS Nos. R08914-01-06; R08914-01-07; R08914-01-08; R08914-01-09; and R08914-01-10

Endorsed by the Economic Development and Infrastructure Committee on April 29, 2025.

First reading approval was given on May 20, 2025.

CONSIDERATION OF BIDS, CONTRACTS AND CHANGE ORDERS

28. Council is asked to approve a new Construction Contract for Project SS7463; Crane Creek 01 Basin Sanitary Sewer Evaluation Surveys (SSES) and Gravity Sewer, as requested by Columbia Water on October 9, 2024. Award to North American Pipeline Management, LLC, in an amount not to exceed \$19,666,678.90, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date three hundred ninety-five (395) days from commencement. This firm is located in Columbia, SC.



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Funding Source: Water and Sewer Capital Projects - Crane Creek 01 SSES - Capital Project Costs (5529999-SS746301--658650). The original budget amount is \$19,666,678.90.

North American Pipeline Management, LLC, is the prime contractor and will provide pipelining services at 85.04% (\$15,204,236.00) of the total contract amount.

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

Insituform Technologies, LLC, located in Indian Trail, NC, will provide cured-in-place pipe lining of sanitary sewer lines at 7.97% (\$1,424,707.00) of the total contract amount.

Culy Contracting, LLC, located in Winchester, IN, will provide lining of structures with Mainstay ML-72 at 1" thickness at 3.50% (\$624,882.00) of the total contract amount.

Pipe Pros, located in Fort Mill, SC, will provide pipe cleaning, closed circuit TV of piping, and smoke testing of 8" and 10" sanitary sewer at 0.71% (\$126,510.00) of the total contract amount.

Brad Pace Construction Asphalt Paving Company, located in Lyman, SC, will provide milling of existing asphalt and paving area at 1.5 inches thick at 2.56% (\$458,000.00) of the total contract amount.

R & G Construction, LLC, a Minority Business Enterprise, located in Columbia, SC, will provide concrete for driveways and sidewalks at 0.13% (\$23,814.00) of the total contract amount.

Bowman, located in Columbia, SC, will provide surveying at 0.09% (\$16,650.00) of the total contract amount.

ORDINANCES - FIRST READING

29. Ordinance No.: 2025-044 - Authorizing the Conveyance of 0.24 Acre (10,475.22 SF) being a portion of the 2400 Block of Gordon Street f/k/a Stroyer Road Located Between Barhamville Road and Waverly Street; Richland County TMS#11506-04 & TMS#11510-01; CF#250-653 to the Progressive Church of Our Lord Jesus Christ, Inc.



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30. Ordinance No.: 2025-046 - Authorizing Conveyance of Tract 45 (portion of Parkridge Drive at Harbison Boulevard), Tract 50 (portion of Woodcross Drive at Harbison Boulevard), Tract 63 (portion of Fernandina Court at Fernandina Road), Tract 69 (portion of Harbison Way) and Tract 105 (portion of City property identified as Lexington County TMS#002898-04-006, St. Andrews Water Tank Site to relocate a portion of Steward Road) to the SC Department of Transportation for Road Improvements related to the Carolina Crossroads Project for Interstate 26 Widening; CF#250-631

31. Ordinance No.: 2025-052 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Project Catalyst, Richland County TMS# R09013-04-04, R09013-04-05, R09013-04-10, R09013-04-19, R09013-04-21)

Endorsed by the Economic Development & Infrastructure Committee on April 29, 2025.

32. Ordinance No.: 2025-054 - Establishing a Moratorium on the Issuance of New Permits Pursuant to Columbia's Short-Term Rental Ordinance at Columbia Code Section 5-400 et seq., as amended

ORDINANCES - SECOND READING

33. Ordinance No.: 2025-028 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Palmetto Citizens Federal Credit Union, Richland County TMS # R11402-16-01, R11401-01-14, R11401-01-08, R11401-01-09, R11401-01-10)

Endorsed by the Economic Development and Infrastructure Committee on April 29, 2025.

First reading approval was given on May 20, 2025.

RESOLUTIONS

34. Resolution No.: R-2025-020 - Annexing 0.05-acre E/S Bluff Road, Richland County TMS# 13605-01-03
35. Resolution No.: 2025-034 - Providing funds to CEZ, Inc. for support of The Station at Congaree Pointe



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EVENT RESOLUTIONS

36. Resolution No.: R-2025-014 - Authorizing consumption of beer and wine only at SC Juneteenth Freedom Fest on Sumter Street between Gervais Street and Pendleton Street on Saturday, June 21, 2025
37. Resolution No.: R-2025-017 - Authorizing consumption of beer, wine, and liquor at the South Carolina Pride: OUTfest at the 1100 block of Park Street between Gervais Street and Senate Street on Saturday, June 14, 2025
38. Resolution No.: R-2025-023 - Authorizing consumption of beer, wine, and liquor within Boyd Plaza adjacent to the Columbia Museum of Art for Arts and Draughts on Friday, June 20, 2025
39. Resolution No.: R-2025-029 - Authorizing consumption of beer and wine only within the 1100 block of Lincoln Street at the 9/11 Remembrance Foundation of SC 5K Run/Walk on Friday, September 12, 2025
40. Resolution No.: R-2025-031 - Ratifying and Authorizing the consumption of beer and wine only at Desert Dreams: Runway & Summer Party at Coble Plaza at Riverfront Park on Saturday, May 24, 2025

CITY COUNCIL COMMITTEE REPORTS, REFERRALS, AND NEW BUSINESS

41. Council is asked to refer consideration of establishing a moratorium by ordinance on short-term rentals in residential areas to the Community Development Committee, as requested by The Honorable Tyler D. Bailey.

PUBLIC INPUT

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

EXECUTIVE SESSION

42. Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S.C. Code §30-4-70(a)(2)
 - *Emma Elizabeth Muller, Individually and as Personal Representative of the Estate of James Michael Muller vs. City of Columbia and Richland County*



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43. Discussion of matters relating to the proposed location, expansion, or provision of services encouraging location or expansion of industries or other businesses in the area served by the public body pursuant to S.C. Code §30-4-70(a)(5)
- *Project Catalyst*

ADJOURNMENT



MEETING DATE: June 10, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the May 20, 2025
Budget Workshop and Regular Meeting Minutes.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** MN_05202025_BWS (DOCX)
- **#b:** MN_05202025 (DOCX)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MAY 20, 2025

CALL TO ORDER

The Columbia City Council conducted a Budget Workshop on Tuesday, May 20, 2025 at City Hall (Mayor's Conference Room) 1737 Main Street, Columbia, South Carolina 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 1:03 p.m. and the following members were present: The Honorable Edward H. McDowell, Jr., The Honorable Will Brennan, Mayor Pro-Tempore, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, The Honorable Peter M. Brown, and The Honorable Tyler D. Bailey. Also present were Ms. Teresa Wilson, City Manager and Ms. Levanie S. Summerville, Assistant City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

Councilor Herbert introduced Mr. Jay Patel, legal assistant for the Mickle & Bass Law Firm.

Councilor McDowell thanked his colleagues for participating in the Black Expo. This year's event featured a new health-focused narrative that led to 2,000 diagnostic tests for individuals with diabetes and kidney disease.

CITY COUNCIL DISCUSSION

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

Ms. Teresa Wilson, City Manager emphasized the need to advertise the budget for a public hearing and two readings prior to July 1, 2025. The general fund has been finalized and reflects Council's endorsement of step increases for the Police and Fire Departments; Finlay Park operations; Public Works' beautification initiatives; and staffing and programs for Homeless Services. There is no room in the general fund budget for additional cuts. She stated that it is a big deal when aid to subdivisions, state funding, and other revenue sources for the general fund are at risk.

Ms. Missy Caughman, CPM, MPA, Assistant City Manager / Strategic Initiatives & Innovation explained that the fiscal year 2025/2026 budget goals are to align the budget with strategic priorities; maintain service levels while managing increased costs; and to enhance customer service. Key budget drivers include investing in



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critical infrastructure; balancing growth and resources; preserving core services; and performance management & pay-for-performance.

Ms. Teresa Wilson, City Manager added that there are also one-time costs such as this year's election.

Ms. Missy Caughman, CPM, MPA, Assistant City Manager / Strategic Initiatives & Innovation explained that we started with absorbing a net increase of \$10 million; continuation of recent investments; and an average of \$4 million in revenue growth. To balance the budget, we reduced departments' operating requests; reduced the capital replacement program to \$4 million; increased the use of fund balance from \$3 million to \$5 million; transferred \$750,000 from the tourism development fee; and utilized other one-time approaches. General fund revenues total \$161 million, which is a 4% increase. Revenues with transfers-in total \$183 million. The budget does not reflect a property tax increase. She explained that the local government fund is another source of revenue that comes from the State of South Carolina. The estimated allocation for this year is \$3.7 million. The overall budget is a net reduction of \$4.8 million. Additional proposed budgets include water and sewer (\$217 million); stormwater (\$34.4 million); and parking (\$13.3 million).

There was discussion about capital replacements; external requests; fund balance; departmental operating requests and reduced vacancies; additional staffing for Finlay Park; contract services; the local government fund; rising project costs; growth projections; and a plan to review parking increases in January.

Ms. Missy Caughman, CPM, MPA, Assistant City Manager / Strategic Initiatives & Innovation explained that the proposed water and sewer capital improvement program is \$93 million with \$20.6 million in water improvement projects and \$72.4 million in wastewater improvement projects. The stormwater capital improvement program is \$19.6 million. The budget public hearing and first reading is scheduled for June 10, 2025; second reading is set for June 17, 2025; and we are required to pass a budget by June 30, 2025.

EXECUTIVE SESSION

Upon a motion made by Mr. Bailey and seconded by Ms. Herbert, Council voted unanimously to enter into Executive Session at 1:55 p.m. for the discussion of **Item 2** and for the receipt of legal advice related to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2) - Aid to Subdivisions.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MAY 20, 2025

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

- *Convention Center*

ADJOURNMENT

The meeting was adjourned at 2:50 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MAY 20, 2025

CALL TO ORDER

The Columbia City Council conducted a regular meeting on Tuesday, May 20, 2025 at City Hall (Council Chambers), 1737 Main Street, Columbia, South Carolina 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 4:06 p.m. and the following members were present: The Honorable Edward H. McDowell, Jr., The Honorable Will Brennan, Mayor Pro-Tempore, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, The Honorable Peter M. Brown, and The Honorable Tyler D. Bailey. Also present were Ms. Teresa Wilson, City Manager and Ms. Levanie S. Summerville, Assistant City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act. The minutes are numbered to coincide with the order of the meeting.

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 Mr. Bailey, Council voted unanimously to adopt the agenda as amended to include moving the first public input segment after Presentations and the addition of Resolution No.: R-2025-030 – Authorizing consumption of beer, wine and liquor for the area known as Coble Plaza, located at 211 Gervais Street, adjacent to EdVenture Children’s Museum for the Jim Clyburn’s World-Famous Fish Fry on Friday, May 30, 2025.

Mayor Rickenmann took a moment of personal privilege to recognize City Manager Teresa Wilson’s birthday.

PUBLIC INPUT

Zachary Speaks, 2921 Columbia Avenue spoke in opposition to **Item 25** (Conversion Therapy for Minors Prohibited). He expressed concerns with conversion therapy being abusive to children.

Dylan Gunnels, 1216 Muller Avenue spoke in opposition to **Item 25** citing concerns about its message and potential impact on SC Pride’s funding.



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Matthew Butler, Board President of the Harriet Hancock Center spoke in opposition to **Item 25**. He expressed concerns with City Council being pressured to make this repeal rather than listen to constituents.

McKrae Game, Spartanburg resident spoke in opposition to **Item 25**. He expressed concerns about practitioners using conversion therapy and the harmful risk it poses to individuals.

Michael Watson, Columbia resident spoke in opposition to **Item 25**. He expressed concerns about how conversion therapy affects families and how repealing the ordinance lessens the protection around them.

Dr. Isabelle Mandel, former president of the South Carolina Psychological Association spoke in opposition to **Item 25**. She called conversion therapy harmful and linked it to long-term trauma, including suicide.

Dr. Richard McCain, 14 Huspah Lane spoke in support of **Item 25**. He emphasized the need to protect adolescents and urged compassionate care for all patients.

PJ Whitehurst, Safe Space Coordinator at Reformation Lutheran Church spoke in opposition to **Item 25**. Citing research and personal testimony, he described conversion therapy as abusive and harmful. He called for continued protections for LGBTQ+ youth.

Dr. Betty Mandel, Columbia resident spoke in opposition to **Item 25**. She stated that conversion therapy is harmful and should not be considered legitimate therapy.

Justice Hills, 7030 Frandall Avenue spoke in opposition to **Item 25**. He criticized the state's pressure tied to funding as political overreach and warned against sacrificing integrity for money.

Enid Campbell, Columbia resident spoke in opposition to **Item 25**. She expressed concerns with conversion therapy being a form of systemic abuse and not legitimate treatment.

Kim Feldt, West Columbia resident spoke in opposition to **Item 25**. She stated that rejecting children for who they are can lead to deep emotional harm.



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Julia Smith, Advocacy Coordinator for the Harriet Hancock Center spoke in opposition to **Item 25**. She emphasized the Center's role in supporting LGBTQ+ individuals statewide and warned that repealing the ordinance would harm access to safe, affirming mental health care.

Cora Webb, 4706 Linden Street spoke in opposition to **Item 25**. She criticized the focus on transgender people as a distraction from broader societal issues like housing and wages. She urged City Council to protect LGBTQ+ individuals.

William Koontz, 14 Paddock Place spoke in opposition to **Item 25**. He expressed concern about the potential harm that will come to children if the ban is lifted.

Irene Baerwalde, Lexington resident spoke in opposition to **Item 25**. She expressed concerns with conversion therapy being rooted in fear and outdated societal norms.

Vicki Ringer, Director of Planned Parenthood South Atlantic spoke in opposition to **Item 25**. She urged City Council to maintain the conversion ban and align with other states that are doing the same.

Jack Bradshaw, 2025 Gervais Street spoke in opposition to **Item 25**. Repealing of the ban will prioritize politically motivated ambitions over children's safety.

Kelly Kennedy, 3506 Abingdon Road spoke in opposition to **Item 25**. She asked City Council to stand for the safety and wellbeing of families in Columbia.

Tracey Waters, Columbia resident spoke in opposition to **Item 25**. She shared her experiences as a licensed social worker working with LGBTQ+ youth and encouraged City Council to consider the impact on vulnerable children.

Jessica Thomas, 209 Canal Place Drive spoke in opposition to **Item 25**. She stated that repealing the ban will communicate that LGBTQ+ children should be ashamed of who they are.

Doraé Saunders, 2200-A Ithica Street spoke in opposition to **Item 25**. She expressed concerns with conversion therapy and described it as cruel and inhumane.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MAY 20, 2025

APPROVAL OF MINUTES

1. Council is asked to approve the April 29, 2025 Budget Workshop Minutes and May 6, 2025 Regular Meeting Minutes. - *Approved*

Upon a motion made by Mr. Brennan and seconded by Mr. McDowell, Council voted unanimously to approve the April 29, 2025 Budget Workshop Minutes and May 6, 2025 Regular Meeting Minutes.

APPROVAL AND PRESENTATION OF HONORARY STREET NAMING

2. Resolution No.: R-2025-022 - Approving the Honorary Naming of Koon Road and the 1500 Block of Prescott Road as "Ezekial H. Trezevant, Jr. Drive" - *Approved*

Pastor Ezekiel H. Trezevant, III, One Creation Church thanked the Mayor, City Council, and City Manager for the acknowledgement.

Upon a motion made by Ms. Herbert and seconded by Dr. Bussells, Council voted unanimously to approve Resolution No.: R-2025-022 - Approving the Honorary Naming of Koon Road and the 1500 Block of Prescott Road as "Ezekial H. Trezevant, Jr. Drive".

PRESENTATIONS

3. Jewish American Heritage Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Mayor Rickenmann and members of City Council proclaimed May 2025 as Jewish American Heritage Month in the City of Columbia.

4. Asian American and Pacific Islanders Business Day Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Dr. Bussells noted the significance of Columbia issuing two Asian American and Pacific Islander proclamations. Asian-owned businesses in South Carolina grew by over 180% from 2002 to 2017, with many serving underserved areas.

Dr. Bussells and members of City Council proclaimed May 27, 2025 as Asian American and Pacific Islanders Business Day in the City of Columbia.



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Mr. Lin Wang, Lexington resident was thankful for the acknowledgment and proud of the contributions of the AAPI community.

5. American Public Works Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Mr. Robert Anderson, Director of Public Works highlighted key accomplishments and services across the department: paving projects, solid waste collection, traffic engineering, beautification efforts, street repairs, sustainability programs, and animal control. He emphasized Public Works' motto: "*People, Purpose, and Presence*" and noted their continuous work to keep Columbia clean, safe, and beautiful.

CONSENT AGENDA ITEMS 6 THROUGH 12

Upon a single motion made by Mr. McDowell and seconded by Mr. Brennan, Council voted unanimously to approve **Consent Agenda Items 6** through **12**.

6. Council is asked to approve the Purchase of thirty-six (36) Side Door Litter Trash Receptacles for Finlay Park, as requested by the Parks and Recreation Department on April 2, 2025. Award to Victor Stanley, Inc., using the HGACBuy Cooperative Contract in the amount of \$71,390.54. This vendor is located in Dunkirk, MD. – *Approved*

Funding Source: Finlay Park Management - Hardware and Building Material (1015112-623200). The original budget amount is \$71,390.54.

7. Council is asked to approve the Purchase of a Cisco Umbrella Cyber Security Platform, as requested by the Information Technology Department on April 25, 2025. Award to SHI International Corporation using the SC State Contract in the amount of \$107,725.74. This vendor is located in Piscataway, NJ. – *Approved*

Funding Source: Information Technology - Maintenance and Service Contract (1011120-638200). The original budget amount is \$107,725.74.

8. Council is asked to approve the Purchase of Vehicles/Heavy Equipment for several City Departments, as requested by the Fleet Services Division. Award to multiple vendors using the SC State and Cooperative Contracts in the amount of \$659,277.80. – *Approved*



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Item	Vendor	Vehicle/Heavy Equipment	Procurement Method	Amount
a.	Blanchard Machinery Company West Columbia, SC	One (1) Cat Mini Excavator for the Wastewater Management Division, as requested on April 17, 2025.	SC State Contract #4400031291	\$149,783.00
<i>Funding Source: Utilities Wastewater Maintenance - Auto, Trucks, Heavy Equipment-Capital (5516205-658500). The original budget amount is \$149,783.00.</i>				
b.	Street Smart Rentals, LLC Columbus, MN	Six (6) Scorpion 11 Mash Trailer Attenuators for the Wastewater Management Division, as requested on April 17, 2025.	MN Cooperative Contract #A-210(5)	\$204,994.80
<i>Funding Source: Utilities Wastewater Maintenance - Machinery and Equipment-Capital (5516205-658300). The original budget amount is \$204,994.80.</i>				
c.	Sirchie Acquisition Company, LLC Medford, NJ	Two (2) Ford Transit Vans for the Columbia Police Department, as requested on April 25, 2025.	GSA Contract #GS-07F-0019W	\$304,500.00
<i>Funding Source: Equipment Services Fuel Parts and Repair - Auto, Trucks, Heavy Equipment-Capital (6308970-658500). The original budget amount is \$304,500.00.</i>				
Total				\$659,277.80

9. Council is asked to approve new Sole Source Contracts, as requested by Columbia Water. Award to multiple vendors in the total amount of \$845,671.46. – *Approved*

Item	Vendor	Description	Amount
a.	CITI, LLC Charlotte, NC	Replace critical supervisory control and data acquisition (SCADA) servers for the Wastewater Treatment Plant, as requested on March 12, 2025.	\$56,439.72
<i>Funding Source: Utilities Metro Wastewater Plant - Computer/Electrical Equipment-Capital (5516208-658600). The original budget amount is \$56,439.72.</i>			
b.	Wesco Distribution, Inc. Pittsburgh, PA	Medium Voltage Drive upgrade for the Lake Murray Water Treatment Plant, as requested on April 7, 2025.	\$789,231.74
<i>Funding Source: Water and Sewer Capital Projects - Lake Murray Water Treatment Plant Medium Voltage Variable Frequency Drive Upgrades - Capital Project Costs (5529999-WM486101-658650). The original budget amount is \$789,231.74.</i>			
Total			\$845,671.46



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10. Council is asked to approve Contract Amendment #2 for Project WM4167; Canal Embankment Observation, as requested by Columbia Water on May 5, 2025. Award to Chao & Associates, Inc., in an amount not to exceed \$65,000.00. The current term of the contract ends on June 23, 2025. This firm is located in Columbia, SC. – *Approved*

Funding Source: Hydro Electric Plant Operation - Special Contracts Water/Sewer, Stormwater (5556101-638500). The current budget amount is \$120,000.00. The budget amount for this amendment is \$65,000.00. The total revised budget amount is \$185,000.00

11. Council is asked to approve Contract Amendment #1 for Project SS7636; Metro Wastewater Treatment Plant Solids Handling Professional Support Services, as requested by Columbia Water on April 2, 2025. Award to Hazen and Sawyer, in an amount not to exceed \$194,032.00. The current term of the contract ends on June 26, 2025. This firm is located in Columbia, SC. – *Approved*

Funding Source: Utilities Metro Wastewater Plant - Special Contracts Water/Sewer, Stormwater (5516208-638305). The current budget amount is \$257,822.00. The budget amount for this amendment is \$194,032.00. The total revised budget amount is \$451,854.00.

This is a Mentor Protégé Program project. Hazen and Sawyer is the mentor and will provide operational and maintenance support services at 100% (\$194,032.00) of the amendment amount.

12. 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) – *Approved on second reading.*

Endorsed by the Economic Development and Infrastructure Committee on April 29, 2025.

First reading approval was given on May 6, 2025.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MAY 20, 2025

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

13. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 421 Piney Woods Road, TMS# 04914-02-04 – *Approved on first reading.*

Ordinance No.: 2025-032 - Annexing 421 Piney Woods Road, Richland County TMS #04914-02-04 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading.

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

Council District: 1

Applicant: Maher Almassri / Wooten Company

Staff Recommendation: Approval

PC Recommendation: 04/10/2025; Approval (6-0)

Upon a motion made by Ms. Herbert 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 421 Piney Woods Road, TMS# 04914-02-04 **and** Ordinance No.: 2025-032 - Annexing 421 Piney Woods Road, Richland County TMS #04914-02-04 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

14. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2.16-acre portion of 2010 Bluff Road, TMS# 13602-03-01 (portion) – *Approved for first reading.*

Ordinance No.: 2025-033 - Annexing 2.16-acre portion of 2010 Bluff Road, Richland County TMS #13602-03-01 (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.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MAY 20, 2025

Proposal: Request to annex the property, assign the land use classification of Industrial (IND) and assign zoning of Light Industrial District (LI) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Heavy Industrial (HI) by Richland County.

Council District: 3

Applicant: 7-D Family Limited Partnership / WDGREP Acquisitions, LLC

Staff Recommendation: Approval

PC Recommendation: 04/10/2025; Approval (6-0)

Toby Ward spoke in support of the ordinance.

Upon a motion made by Mr. Brennan and seconded by Mr. Bailey, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 2.16 acre portion of 2010 Bluff Road, TMS# 13602-03-01 (portion) **and** Ordinance No.: 2025-033 - Annexing 2.16 acre portion of 2010 Bluff Road, Richland County TMS #13602-03-01 (portion) 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 84, 92, and 94 Bluff Road, TMS# 11204-02-40 – *Approved on first reading.*

Ordinance No.: 2025-034 - Annexing 84, 92, and 94 Bluff Road, Richland County TMS #11204-02-40 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 Mixed Residential Type 3 (UCMR-3) and assign zoning of Residential Two-Family - Mill Village District (RD-MV), portions within the Floodplain Overlay District (OV-FP) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential 6 (R6) by Richland County.

Council District: 3

Applicant: Sandlapper Management Company, LLC

Staff Recommendation: Denial

PC Recommendation: 04/10/2025; Approval (5-0)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MAY 20, 2025

Mr. Jason Holiday spoke in support of the annexation.

Upon a motion made by Mr. Brennan and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 84, 92, and 94 Bluff Road, TMS# 11204-02-40 **and** Ordinance No.: 2025-034 - Annexing 84, 92, and 94 Bluff Road, Richland County TMS #11204-02-40 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

16. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 0.05-acre E/S Bluff Road, TMS# 13605-01-03 – *Approved on first reading.*

Ordinance No.: 2025-037 - Annexing 0.05-acre E/S Bluff Road, Richland County TMS # 13605-01-03 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading.

Proposal: Request to annex the property, assign the land use classification of Industrial (IND) and assign zoning of Heavy Industrial District (HI) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Heavy Industrial (HI) by Richland County.

Council District: 3

Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation: 04/10/2025; Approval (6-0)

Upon a motion made by Mr. Brennan 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 0.05-acre E/S Bluff Road, TMS# 13605-01-03 **and** Ordinance No.: 2025-037 - Annexing 0.05-acre E/S Bluff Road, Richland County TMS # 13605-01-03 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.



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17. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 100, 140, and 150 Fontaine Center Drive, TMS# 14201-05-02, -08, and -07 – *Approved on first reading.*

Ordinance No.: 2025-036 - Annexing 100, 140, and 150 Fontaine Center Drive, Richland County TMS #14201-05-02, -08, and -07 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 Urban Edge Mixed Residential (UEMR) and Employment Campus (EC) and assign zoning of Employment Campus District (EC) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned General Commercial (GC) and Light Industrial (M-1) by Richland County.

Council District: 2

Applicant: David Hilburn, Winding Path, LLC

Staff Recommendation: Approval

PC Recommendation: 04/10/2025; Approval (6-0)

Jenn Wilkinson, Mount Pleasant resident spoke in support of the annexation.

Upon a motion made by Mr. McDowell and seconded by Mr. Brown, Council voted unanimously to first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 100, 140, and 150 Fontaine Center Drive, TMS# 14201-05-02, -08, and -07 **and** Ordinance No.: 2025-036 - Annexing 100, 140, and 150 Fontaine Center Drive, Richland County TMS #14201-05-02, -08, and -07 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

18. ZONING MAP AMENDMENT for 3310, 3332 Unit A, 3332 Unit B, and 1.29 acres S/E Leesburg Road, TMS# 22004-01-12, 22004-01-14, 22004-01-35, and 22004-01-20 – *Approved on first reading.*

Ordinance No.: 2025-029 - Amending the Official Zoning Map to modify the zoning for 3310, 3332 Unit A, 3332 Unit B, and 1.29 acres S/E Leesburg Road, Richland County TMS # 22004-01-12, 22004-01-14, 22004-01-35, and 22004-01-20 – Approved on first reading.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MAY 20, 2025

Proposal: Request to rezone the property from Residential Single Family Large Lot District (RSF-1) and Residential Single Family Small Lot District (RSF-3) to Neighborhood Activity Center/Corridor District (NAC).

Council District: 4

Applicant: Andrew Livengood, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 04/10/2025; Approval (6-0)

Lawrence Davis, 3344 Leaphart Road spoke in opposition of the rezoning. He expressed concerns about the ongoing road issues and increased development near his home.

There was a discussion about previous zoning classifications for the property and the definition of an activity center zoning.

Upon a motion made by Mr. Brown and seconded by Mr. Brennan, Council voted unanimously to give first reading approval to the Zoning Map Amendment for 3310, 3332 Unit A, 3332 Unit B, and 1.29 acres S/E Leesburg Road, TMS# 22004-01-12, 22004-01-14, 22004-01-35, and 22004-01-20 **and** Ordinance No.: 2025-029 - Amending the Official Zoning Map to modify the zoning for 3310, 3332 Unit A, 3332 Unit B, and 1.29 acres S/E Leesburg Road, Richland County TMS # 22004-01-12, 22004-01-14, 22004-01-35, and 22004-01-20.

19. ZONING MAP AMENDMENT for 111, 161 (portion), 171, and 181 Pontiac Business Center Drive and 594 Spears Creek Church Road, TMS# 25714-01-05, 25714-01-09, 25714-01-10 (portion), and 25714-01-11 (portion) – *Approved on first reading.*

Ordinance No.: 2025-030 - Amending the Official Zoning Map to modify the zoning for 111, 161 (portion), 171, and 181 Pontiac Business Center Drive and 594 Spears Creek Church Road, Richland County TMS # 25714-01-05, 25714-01-09, 25714-01-10 (portion), and 25714-01-11 (portion) – Approved on first reading.

Proposal: Request to rezone the property from Light Industrial District (LI) to Employment Campus District (EC).

Council District: 4



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Applicant: Paul Mishoe, Jr., Cross Engineering Services, LLC

Staff Recommendation: Approval

PC Recommendation: 04/10/2025; Approval (6-0)

Paul Mishoe, Jr., applicant spoke in support of this rezoning.

There was discussion about ownership of the other parcels.

Upon a motion made by Mr. Brown and seconded by Mr. Brennan, Council voted unanimously to give first reading approval to the Zoning Map Amendment for 111, 161 (portion), 171, and 181 Pontiac Business Center Drive and 594 Spears Creek Church Road, TMS# 25714-01-05, 25714-01-09, 25714-01-10 (portion), and 25714-01-11 (portion) **and** Ordinance No.: 2025-030 - Amending the Official Zoning Map to modify the zoning for 111, 161 (portion), 171, and 181 Pontiac Business Center Drive and 594 Spears Creek Church Road, Richland County TMS # 25714-01-05, 25714-01-09, 25714-01-10 (portion), and 25714-01-11 (portion).

20. ZONING MAP AMENDMENT for 1319 Caroline Road, TMS# 16414-09-07 – *Approved on first reading.*

Ordinance No.: 2025-035 - Amending the Official Zoning Map to modify the zoning for 1319 Caroline Road, Richland County TMS # 16414-09-07 – Approved on first reading.

Proposal: Request to rezone the property from Residential Single Family Large Lot District (RSF-1) to Office and Institutional District (O-I).

Council District: 4

Applicant: Raheem Majeed, Majeed Goddess Investments, LLC

Staff Recommendation: Denial

PC Recommendation: 04/10/2025; Approval (6-0)

Raheem Majeed, applicant spoke in support of the rezoning. He requested the flexibility to build townhomes or duplexes, depending on which zoning is approved.

There was discussion about previous rezoning requests, denial, and zoning for specific needs.



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Upon a motion made by Mr. Brown and seconded by Mr. Bailey, Council voted unanimously to give first reading approval to the Zoning Map Amendment for 1319 Caroline Road, TMS# 16414-09-07 **and** Ordinance No.: 2025-035 - Amending the Official Zoning Map to modify the zoning for 1319 Caroline Road, Richland County TMS # 16414-09-07.

21. AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE to Amend standards and definitions for Private Dormitories – *Approved on first reading.*

Ordinance No.: 2025-039 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Article 4: Use Regulations Sec. 17-4.2 and Article 9: Definitions and Rules of Measurement Sec. 17-9.3 – Approved on first reading.

Proposal: Amend the Unified Development Ordinance, Chapter 17, Article 4: Use Regulations Sec. 17-4.2. Principal Uses (b) Principal Use Table and (c) Standards for Specific Principal Uses (1) Residential Uses (b) Group Living Uses, 2. Private Dormitory; Article 9: Definitions and Rules of Measurement Sec. 17-9.3. Use Classification and Interpretation (a) Principal Use Classification System to limit permitted bedrooms in dwelling or living units located in private dormitories to four and clarify related definitions.

Applicant: Columbia City Council

Staff Recommendation: Council Member Sponsored

PC Recommendation: 4/10/2025; Approval (6-0)

No one appeared at this time.

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to Ordinance No.: 2025-039 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Article 4: Use Regulations Sec. 17-4.2 and Article 9: Definitions and Rules of Measurement Sec. 17-9.3.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MAY 20, 2025

ZONING / PLANNING MATTERS - FIRST READING

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

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

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)

The public hearing was held on April 15, 2025.

No one appeared at this time.

Upon a motion made by Ms. Herbert and seconded by Mr. Bailey, Council voted unanimously to deny 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.

ORDINANCES - FIRST READING

23. Ordinance No.: 2025-028 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Palmetto Citizens Federal Credit Union, Richland County TMS # R11402-16-01, R11401-01-14, R11401-01-08, R11401-01-09, R11401-01-10) – *Approved on first reading.*

Endorsed by the Economic Development and Infrastructure Committee on April 29, 2025.

Upon a motion made by Mr. Brown and seconded by Mr. Brennan, Council voted six to one [6 to 1] to give first reading approval to Ordinance No.: 2025-028 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Palmetto Citizens Federal Credit Union, Richland County TMS # R11402-16-01, R11401-01-14, R11401-01-08, R11401-01-09, R11401-01-10). Mr. Bailey, Mr. Brown, Ms. Herbert, Dr. Bussells, Mr. Brennan, and Mayor Rickenmann voted aye. Mr. McDowell voted nay.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MAY 20, 2025

24. Ordinance No.: 2025-041 - Approving certification of site under S.C. Code Ann. § 12-65-50 of the South Carolina Textiles Communities Revitalization Act for 602 Huger Street, Richland County TMS Nos. R08914-01-06; R08914-01-07; R08914-01-08; R08914-01-09; and R08914-01-10 - *Approved on first reading.*

Endorsed by the Economic Development and Infrastructure Committee on April 29, 2025.

Upon a motion made by Mr. Brown and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to Ordinance No.: 2025-041 - Approving certification of site under S.C. Code Ann. § 12-65-50 of the South Carolina Textiles Communities Revitalization Act for 602 Huger Street, Richland County TMS Nos. R08914-01-06; R08914-01-07; R08914-01-08; R08914-01-09; and R08914-01-10.

25. Ordinance No.: 2025-043 - Repealing Ordinance No.: 2021-021 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, Article V, Offenses Involving Minors to add Division 4, Conversion Therapy for Minors Prohibited - *Deferred*

Upon a motion made by Mayor Rickenmann and seconded by Mr. McDowell, Council voted unanimously to defer consideration of Ordinance No.: 2025-043 – Repealing Ordinance No.: 2021-021, which amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, Article V, Offenses Involving Minors, to add Division 4, Conversion Therapy for Minors Prohibited. City Council directed the City Manager to substitute the amount of potential lost revenue from the Local Government Fund with an increase in the transfer from the community-oriented hospitality tax budget in the amount of \$3.7 million.

RESOLUTIONS

26. Resolution No.: R-2025-021 - Certifying Building Site as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 1200 Main Street and 1202 Main Street Units 1 and 2, Columbia, South Carolina, Richland County TMS # 09013-07-08 – *Approved*



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MAY 20, 2025

Upon a motion made by Dr. Bussells and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2025-021 - Certifying Building Site as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 1200 Main Street and 1202 Main Street Units 1 and 2, Columbia, South Carolina, Richland County TMS # 09013-07-08.

27. Resolution No.: R-2025-028 - Authorizing the City Manager to execute an Agreement Regarding Stormwater Drainage Pipes between Unity Land Trust, LLC, BullStreet Development, LLC, and the City of Columbia - *Approved*

Upon a motion made by Mr. McDowell and seconded by Dr. Bussells, Council voted unanimously to approve Resolution No.: R-2025-028 - Authorizing the City Manager to execute an Agreement Regarding Stormwater Drainage Pipes between Unity Land Trust, LLC, BullStreet Development, LLC, and the City of Columbia.

EVENT RESOLUTIONS

28. Resolution No.: R-2025-019 - Authorizing consumption of beer and wine only within the 1400 block of Main Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza and Boyd Plaza at the Jam Room Music Festival on Saturday, November 8, 2025 - *Approved*

Upon a motion made by Mr. Brennan and seconded by Mr. McDowell, Council voted unanimously to approve Resolution No.: R-2025-019 - Authorizing consumption of beer and wine only within the 1400 block of Main Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza and Boyd Plaza at the Jam Room Music Festival on Saturday, November 8, 2025.

29. Resolution No.: R-2025-024 - Authorizing consumption of beer and wine only at Trail Ride Boots Party at the Mansion on Blanding at 1329 Blanding Street on Saturday, June 28, 2025 - *Approved*

Upon a motion made by Ms. Herbert and seconded by Mr. McDowell, Council voted unanimously to approve Resolution No.: R-2025-024 - Authorizing consumption of beer and wine only at Trail Ride Boots Party at the Mansion on Blanding at 1329 Blanding Street on Saturday, June 28, 2025.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MAY 20, 2025

30. Resolution No.: R-2025-030 - Authorizing consumption of beer, wine and liquor for the area known as Coble Plaza, located at 211 Gervais Street, adjacent to EdVenture Children's Museum for the Jim Clyburn's World-Famous Fish Fry on Friday, May 30, 2025 – *Approved*

Upon a motion made by Mr. Bailey and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2025-030 - Authorizing consumption of beer, wine and liquor for the area known as Coble Plaza, located at 211 Gervais Street, adjacent to EdVenture Children's Museum for the Jim Clyburn's World-Famous Fish Fry on Friday May 30, 2025.

APPOINTMENTS

31. Council is asked to approve the appointment of Mr. Thomas Scott as a part time Municipal Court Judge for a term of two years. – *Approved*

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to approve the appointment of Mr. Thomas Scott as a part-time Municipal Court Judge for a term of two years effective July 1, 2025.

OTHER MATTERS

32. Council is asked to approve the installation of one (1) Speed Hump on Carola Avenue, as requested by the Public Works Department. – *Approved*

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

Upon a motion made by Mr. Bailey and seconded by Dr. Bussells, Council voted unanimously to approve the installation of one (1) Speed Hump on Carola Avenue, as requested by the Public Works Department.

33. Council is asked to approve the installation of a four way stop at Geiger Street and Marion Street within the Cottontown Neighborhood, as requested by the Public Works Department. – *Approved*

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



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MAY 20, 2025

Upon a motion made by Ms. Herbert and seconded by Mr. Bailey, Council voted unanimously to approve the installation of a four way stop at Geiger Street and Marion Street within the Cottontown Neighborhood, as requested by the Public Works Department.

34. Council is asked to approve the installation of four (4) Speed Humps on Lonsford Road, as requested by the Public Works Department. – *Approved*

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

Upon a motion made by Dr. Bussells and seconded by Ms. Herbert, Council voted unanimously to approve the installation of four (4) Speed Humps on Lonsford Road, as requested by the Public Works Department.

CITY COUNCIL COMMITTEE REFERRALS, REPORTS AND NEW BUSINESS

35. Council is asked to refer the proposed renaming of the Minority Business Advisory Council and proposed merger with the Mentor Protégé Program Advisory Council to the Administrative Policy Committee, as requested by City Administration. – *Approved*

Upon a motion made by Mr. McDowell and seconded by Dr. Bussells, Council voted unanimously to refer the proposed renaming of the Minority Business Advisory Council and proposed merger with the Mentor Protégé Program Advisory Council to the Administrative Policy Committee, as requested by City Administration.

Ms. Teresa Wilson, City Manager explained that the renaming and merger would better highlight small businesses and streamline the efforts of both groups.

36. Council is asked to refer a review of the Building Board of Adjustments to the Administrative Policy Committee, as requested by City Administration. – *Approved*

Upon a motion made by Mr. McDowell and seconded by Dr. Bussells, Council voted unanimously to refer a review of the Building Board of Adjustments to the Administrative Policy Committee, as requested by City Administration.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MAY 20, 2025

37. Council is asked to refer a quarterly update on economic development pipeline projects to the Economic Development & Infrastructure Committee, as requested by The Honorable Peter M. Brown. – *Approved*

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to refer a quarterly update on economic development pipeline projects to the Economic Development & Infrastructure Committee, as requested by The Honorable Peter M. Brown.

There was discussion about intentions; framework; funded partners being aligned with the strategic direction of Council; and development of a sustainable economic development pipeline.

38. Council is asked to refer an update from Scout Motors to the Economic Development and Infrastructure Committee, as requested by The Honorable Peter M. Brown. – *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. Bailey, Council voted unanimously to refer an update from Scout Motors to the Economic Development & Infrastructure Committee, as requested by The Honorable Peter M. Brown.

39. Council is asked to refer periodic reporting of economic development conferences and recruitment trips to the Economic Development and Infrastructure Committee, as requested by The Honorable Aditi Bussells. – *Approved*

Dr. Bussells requested an amendment to read, "Council is asked to refer updates on economic development and recruitment approaches." She referenced a recent example of Columbia using a soda-themed booth at a conference to promote the 'Soda City' brand and generate interest.

Upon a motion made by Dr. Bussells and seconded by Mr. Bailey, Council voted unanimously to refer updates on economic development and recruitment approaches to the Economic Development and Infrastructure Committee, as requested by The Honorable Aditi Bussells.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MAY 20, 2025

40. Council is asked to refer an update on city-owned parcels and affordable housing projects to the Community Development Committee, as requested by The Honorable Tina N. Herbert. – *Approved*

Upon a motion made by Ms. Herbert and seconded by Mr. Bailey, Council voted unanimously to refer an update on city-owned parcels and affordable housing projects to the Community Development Committee, as requested by The Honorable Tina N. Herbert.

Councilor Herbert noted the importance of receiving regular updates to the City's real estate plan and highlighted that significant progress has been made.

PUBLIC INPUT

Raffele Floyd, 1245 Killian Loop expressed concerns about repeatedly missing court date notices due to incorrect address records, despite having updated his address with Municipal Court.

Justice Hills, 7030 Frandall Avenue asked about the City's approach to affordable housing and the metrics used to measure success in regards to economic development.

There was discussion about defining economic development and identifying alternative strategies to reduce dependency on state resources.

Miles Madden requested a meeting with Mayor Rickenmann and Councilor Brennan to discuss zoning challenges that he has faced with his property at 210 Williams Street in the Granby community.

ADJOURNMENT

The meeting was adjourned at 6:35 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



MEETING DATE: June 10, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Special Recognition - Mrs. Elizabeth Taylor,
President / Columbia Pickleball Club

**FUNDING SOURCE &
ORIGINAL BUDGET:**



MEETING DATE: June 10, 2025

DEPARTMENT: Community Development

FROM: *Felicia Kilgore, Director of Community Development*

SUBJECT: National Homeownership Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

Remarks from Ms. Krystle Buckner, City Lender Program Participant

ATTACHMENTS:

- **#a:** 2025 Proclamation Homeownership Month (PDF)



A Proclamation for National Homeownership Month

Date: June 17, 2025

***WHEREAS**, National Homeownership Month is an opportunity to reaffirm the important role that ‘home’ plays for our citizens and neighborhoods. For over 50 years, the Community Development Department has been working to help revitalize communities and provide affordable housing and financial information to the citizens of Columbia.*

***WHEREAS**, homeownership encourages personal responsibility and instills a sense of pride and accomplishment; and generates economic growth that helps strengthen our City; and*

***WHEREAS**, each year National Homeownership Month is celebrated in the United States to encourage the benefits of owning and maintaining a home; and*

***WHEREAS**, because a home provides shelter and a safe place where families can prosper and children can thrive, homeownership is an important part of the American dream; and*

***WHEREAS**, homeownership unites families, empowers communities, and strengthens both local and national economies; and*

***WHEREAS**, homeownership encourages personal responsibility and strong values while creating more stable neighborhoods, civic-minded residents, better schools, and less crime; and*

***WHEREAS**, the annual observance of National Homeownership Month provides an opportunity to work together to provide all families with the tools and information they need to overcome barriers to homeownership*

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

“NATIONAL HOMEOWNERSHIP MONTH”

in the City of Columbia and encourage all residents, stakeholders, and housing partners to continue working together to expand and support affordable and sustainable homeownership opportunities in our community..

Daniel J. Rickenmann
Mayor

Tina N. Herbert
District I, Council Member

Tyler Bailey
At-Large, Council Member

Peter Brown
District IV, Council Member

Dr. Aditi Bussells
At-Large, Council Member

Edward McDowell, Jr.
District II, Council Member

Will Brennan
District III, Council Member



MEETING DATE: June 10, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-045 - To Raise Revenue and Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2026

REQUISITION NO.: 2025-045

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#b:** 2025-045- adopt 2025-2026 budget (PDF)

ORDINANCE NO.: 2025-045

To Raise Revenue and Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2026

BE IT ORDAINED by the Mayor and Council this _____ day of June, 2025 as follows:

Section 1. That a tax to cover the period from the first day of July 2025, to the thirtieth day of June 2026, both inclusive, for the sums and in the manner hereinafter mentioned, is and shall be levied, collected and paid into the treasury of Richland and Lexington Counties, South Carolina, for the credit to The City of Columbia, South Carolina, for the use and service thereof; that is to say, a tax rate of eighty-nine and six tenths (89.6) mills, on the value of all real estate and personal property of every description owned and used in The City of Columbia, South Carolina, except such as is exempt from taxation under the Constitution and law of the State of South Carolina, is and shall be levied and paid into the County Treasury for the credit to The City of Columbia for the corporate purposes, permanent improvements, for the purpose of paying current expenses (including but not limited to the payments coming due and payable by The City of Columbia with respect to certain equipment leases, installment purchase revenue bonds and the RecoverSC Local Government Liquidity Program ("RecoverSC Program") during such annual period), and for the payment of interest and retiring outstanding bonds of the said City. Such tax is levied on such property as assessed for taxation for County and State purposes.

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

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

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

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

Section 5. With respect to the payments scheduled to be made by The City of Columbia under the RecoverSC Program during the fiscal year ending June 30, 2026, which aggregate payments are approximately equal to \$68,813 (the "FY 2026 Payments"), the City Council hereby authorizes the issuance of a tax anticipation note ("TAN") pursuant to Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, and Title 11, Chapter 27 of the Code of Laws of South Carolina, 1976, as amended, which TAN may be issued if the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together (the "Authorized Representatives"), determine that the issuance of a TAN, as an alternative to the use of appropriated funds collected as authorized above, is in the best interest of the City to make the FY 2026 Payments.

LEGAL DEPARTMENT DRAFT

The TAN, if issued, shall be issued as a single fully-registered note in an amount not exceeding the aggregate amount of the FY 2026 Payments plus the costs incurred in connection with the issuance of the TAN, at that time as may be determined by the Authorized Representatives. The City Council delegates to the Authorized Representatives the power to make all determinations with respect to the details of the TAN, including the form, maturity date, manner and time of sale and award, and redemption provisions, and authorizes the Mayor and the City Manager, or either of them acting alone, to execute the TAN in the name of and on behalf of the City and deliver it to the purchaser thereof.

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

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

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

Requested by:

City Manager

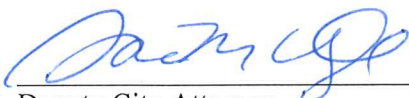
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Public Hearing:

Introduced:

Final Reading:



MEETING DATE: June 10, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve the Purchase of Genetec Security System Components for the City of Columbia Public Safety Complex at 400 Laurel Street, as requested by the Columbia Police Department on May 21, 2025. Award to Schneider Electric Buildings using the Omnia Partners Cooperative Contract in the amount of \$55,867.00. This vendor is located in Morrisville, NC.

REQUISITION NO.: R234531

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: General Capital Projects - 400 Laurel Street - Professional Services for Capital Projects (4039999-CP901201-658650). The original budget amount is \$55,867.00.

CLEAN WATER 2020?: No

OMNIA Partners Contract #R220703

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

ATTACHMENTS:

- **#a:** Memo Genetec Security Camera System Components (DOCX)
- **#b:** Schneider Electric Quote - R234531 (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

Date: May 30, 2025

Re: Genetech System – 400 Laurel

The Police Department respectfully requests your review and approval for R234531 – Schneider Electric for Genetech cameras and door systems at 400 Laurel in the basement, 1st and 3rd floors, for the amount of \$55,867.00, to be funded from account 1012402-627500.

Quotation Number: Q2025_400L01

Date: 05/20/2025
To: Cory Williams – City of Columbia
Project: 400 Laurel Street – Basement, 1st and 3rd Floor

Schneider Electric (SE) is pleased to offer the following proposal for the above-mentioned project.

SECURITY SYSTEMS

This scope of work and pricing is based on Schneider Electric review of the following:

- Site survey

Schneider Electric will furnish and install listed components as an extension to the cities Genetec system. These will connect to existing field devices abandoned by previous tenant. It is assumed all devices are in good working condition, compatible with Genetec and the cities access cards. All labor based on Schneider's normal business hours.

The city shall provide the following:

- Network drops and IP addresses for cameras, card access controllers & cloudlink.
- Tracing and tagging camera wire.
- POE switches and video server.
- Programming of cameras.
- 120V power.
- Genetec camera licenses.

Total Bid: **\$55,867.00**

Base Bid Includes:

- (0) Genetec camera license.
- (30) Default, IP and aim/focus existing cameras.
- (3) Life Safety Power Suppl model # FPO150-B100D8PM8NL4E4M1 - \$5,607.00
- (1) Life Safety Power Supply model # FPO150/250-2C82D8PE6M1 - \$2,482.00
- (3) Two door IP controller. Mercury LP1502 - \$6,826.00
- (11) Two door sub-controller. Mercury MR52-S3 - \$12,459.00
- (1) Cloudlink controller. Genetec CLOUDLINK-G2 - \$1,627.00
- Meter card access wire to confirm door location.
- Rework conduit to accommodate new cabinets.
- Program doors in Genetec.
- Testing.
- 12-month warranty on installation labor and material we provide.
- Sales tax on material. \$2,321.00
- Labor costs: \$24,545.00

This Proposal Excludes:

1. POE switches, IP addresses, network drops to access controllers.
2. Tracing camera wire.
3. Video server.

Quotation Number: Q2025_400L01

4. Genetec camera license - SMA/Pro-Advantage.
5. Replacing existing devices that are non-functional or non-compatible with Genetec or access cards.
6. Intercoms.
7. Floors other than basement, one, and three.
8. Afterhours work.
9. Plastering, patching, and painting.
10. Provisions and installation of work outside the scope of this quote.

Clarifications:

1. Seller requires this proposal be referenced and included within any order terms and conditions.

Notes / Comments

1. This quote is valid for 60 days and supersedes any previous quote. Please call if we need to discuss any scope or coordination issues.
2. Payment terms are lump sum Net 30 days from date of invoice.

This proposal is contingent on parties negotiating regarding a mutually acceptable set of terms and conditions.

Thank you for the opportunity to bid this project. If you have any questions regarding the above scope of work, please feel free to call us at any time.

Sincerely,

David Morazes
Account Manager
919-961-2013
david.morazes@se.com

Written acceptance below or providing us your purchase order is required to proceed with preparation of submittals; subject to credit approval by our corporate office. Your signature below indicates your acceptance of the provisions of this proposal, the Terms and Conditions of Sale (consisting of 2 pages) attached, and authorization to proceed.

Accepted by, Company Name

Signature

Print
Name:

Title:

Date:

TERMS AND CONDITIONS OF SALE

900512PITC R07/15/21

This quotation and any exhibits and attachments hereto (collectively, "Agreement") and any information contained herein, is the property of Schneider Electric Buildings Americas Inc. ("Company") and shall constitute proprietary and confidential information unless given to a public entity and required by law to be public information. The party to whom this quotation is addressed ("Customer") acknowledges the confidential nature of this Agreement and agrees to take all commercially reasonable and necessary precautions to ensure the confidential treatment of this Agreement and all information contained herein. This Agreement will not be used, copied, reproduced, disclosed or otherwise disseminated or made available, directly or indirectly, to any third party for any purpose whatsoever without the prior written consent of Company. The parties agree to be bound by the following terms and conditions.

1. **Quotations and Acceptance.** The quotation is based solely on the bid documents, which consist of the project drawings, specifications and/or instructions of the Customer only modified by written agreement or Company objection. Significant deviations between the actual conditions and circumstances of the work and those specified in the bid documents shall be cause for an adjustment in work scope, price and time allowed for performance. Written quotations shall be valid for no more than thirty (30) days from the date of issue, unless specifically stated otherwise herein. Customer may accept the quotation by signing and returning a copy to Company or by returning Customer's own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, Company hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Customer's order, which will be of no force or effect except as may be expressly agreed to by Company in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersede all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party. Company assumes that the Subcontract Agreement offered will contain terms that are substantively similar to the AIA provisions that are in accordance with the provisions of the prime contract, including any supplements. Upon award, Company assumes that contract provisions will be reviewed and negotiated in good faith to reach a mutual acceptance of both parties.
2. **Payment.** Absent a contrary provision herein, Customer will pay Company monthly progress payments on a net thirty (30) days basis from date of invoice for materials delivered (or stored at an off-site storage facility) and services performed, less any retained reserve which will be mutually agreed upon in writing by the parties. The aggregate amount of any such retained reserves shall be paid by Customer to Company within thirty (30) days after the date of substantial completion. If Company provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. All invoices due and payable to Company, less any applicable retained reserve, shall accrue interest at a compounded per annum rate not to exceed 1½% per month (18% per annum) or the maximum rate permitted by law. Acceptance and endorsement by Company of an instrument for less than the full amount which Company claims to be due shall not be deemed to be an admission of payment in full and any conditions to the contrary which are noted on such an instrument shall not be binding on Company. If Customer does not pay Company, through no fault of Company, within seven (7) days from the time payment was due, Company may, without prejudice to any other remedy it may have, upon seven (7) additional days' written notice to Customer, stop its work until payment of the amount owing has been received and the contract sum shall be equitably adjusted for reasonable costs of shutdown, delay and startup or in the alternative Company may terminate this contract for material breach and all monies due Company for services performed and materials delivered shall be paid upon demand. Company shall be entitled to recover from Customer all costs for collection, including reasonable attorneys' and professionals' fees. To the extent payments are received and as required by law, and upon Customer's request, Company will furnish lien waivers as the work progresses.

Company reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Customer's obligation. In event of payment default, Company may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect Company's security interest in the goods. At Company's request, Customer will execute any necessary instrument to perfect Company's security interest.
3. **Price and Taxes.** The price for the goods and services hereunder are those shown on the face of this Agreement. The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on Company's net income) that are payable hereunder shall be the responsibility of Customer. If applicable, Customer shall provide Company a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.
4. **Changes and Claims.** All materials and labor furnished hereunder shall be in accordance with shop drawings submitted by Company and approved by Customer. Any changes in the work as set forth in approved shop drawings, or from the scope of work as described herein, will require a written change order submitted to Company by Customer. An equitable adjustment will be made in the contract price or delivery dates or both, and this Agreement will be modified accordingly in writing. The cost or credit to Customer for performance of such change order shall be determined by mutual written agreement prior to the commencement of any work under such change order. Customer shall notify Company promptly in writing of any circumstances arising from the performance of the work herein described which reasonably may be anticipated to result in a claim or back charge to Company. Upon Company's receipt of such notification, Company shall have five (5) working days in which to remedy such circumstances and to avoid the imposition of such claim or back charge. Company will not be liable for any claim or back charge where Company has not been notified in the manner as set forth above.
5. **Access and Overtime.** This Agreement is based upon the use of straight time labor only during regular working hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Company's holidays). If Customer requests Company to perform any work outside of

Quotation Number: Q2025_400L01

regular working hours, overtime and other additional expense occasioned thereby will be charged to and paid by Customer. If Company's work is to be performed on the project site, Customer will afford unrestricted access to Company and its employees and agents to all work areas.

6. **Damage or Loss to Equipment.** In the case of equipment not to be installed by or under supervision of Company, Company shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of Company, Company shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by Company, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of Company, Customer agrees to promptly pay or reimburse Company an amount equal to the damage or loss which Company incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.
7. **Delays.** Customer shall prepare all work areas so as to be acceptable for Company's work required hereunder. Customer acknowledges that the contract sum is based upon Company being able to perform the work in an orderly and sequential manner, as Company so determines. If Company's performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Customer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Customer to control, then Customer agrees that it will be liable to Company for all increased costs and damages which Company incurs as a result thereof. Furthermore, if Company is delayed at any time in the progress of the work by any act or neglect of Customer, or by any separate contractor employed by Customer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond Company's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.
8. **Warranty.** Company warrants to Customer that all tangible articles manufactured by Company will be free of defects in workmanship and material and that the work performed will be of good quality and will conform to the requirements of the bid documents. If the article is installed by Company, Company's sole obligation under this warranty shall be to provide, without charge, parts and labor necessary to remedy defects which appear within twelve (12) months from the date of beneficial use or occupancy, as applicable. If Company provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. If article is not installed by Company, the warranty period shall be within twelve (12) months of shipment of said article. Warranty claim must be made to Company in writing within such twelve (12) month period. All transportation charges incurred in connection with the warranty for equipment not installed by Company shall be borne by Customer. Company warrants that for equipment furnished and or installed, but not manufactured by Company, Company will extend the same warranty terms and conditions which Company receives from the manufacturer of said equipment.

This warranty is the sole and exclusive warranty given with respect to any articles delivered or services performed by Company. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty is subject to proper installation of the articles (if installation is not performed by Company or authorized subcontractors of the Company) and maintenance and storage of the articles in accordance with the specifications and directions supplied by Company. This warranty does not apply to any defect, malfunction or failure caused by repairs made by other than or without the consent of Company or the article has been subject to abuse, misuse, neglect, tampering, accident or damage by circumstances beyond Company's control, including without limitation, acts of God, war, acts of government, corrosion, power fluctuations, freeze-ups, labor disputes, differences with workmen, riots, explosions, vandalism, or malicious mischief, nor to defective associated equipment or use of the articles with equipment for which they were not sold. All of Company's obligations under this warranty will immediately terminate and be of no further force or effect if all or any part of the purchase price (including any installment payment) with respect to any article covered by this warranty is not paid to Company when due. If cause of defect is found not to be Company's responsibility, standard rates for repair or replacement and labor shall apply.

9. **Limitation of Liability.** In no event will Company's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or as may be required by law. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Laws and Permits.** Company shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Customer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.
11. **Disputes.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights Company may have under construction mechanic or materialmen lien laws. Company shall have the right to suspend affected services pending resolution of disputes.
12. **Insurance.** The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized

Quotation Number: Q2025_400L01

- to transact business in the jurisdiction in which the project and services are being performed. No credit will be given or premium paid by Company for insurance afforded by others.
13. **Clean Up.** Company agrees to keep the job site clean of debris arising out of its operations. Customer shall not back charge Company for any costs or expenses for clean up or otherwise without prior written notice and Company's written consent.
 14. **Severability.** The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.
 15. **Disclaimer.** Company reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current COVID-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority. The Customer acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in Company's (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by the Company (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Company's (or its subcontractors') employees. The Customer therefore recognizes that such circumstances shall be considered as a cause for excusable delay not exposing the Company to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default.
 16. **Ethics and Compliance with Laws.** Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party. In the event Customer has concerns related to ethics, compliance, or Company's Principles of Responsibility, and/or any potential violations of these policies, Customer is welcome to make use of Company's GreenLine. The GreenLine is Company's global helpline for external stakeholders. It is a confidential channel through which Customers can ask questions and raise concerns. Reports can be made using the link: <https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html>.
 17. **Cybersecurity.**
 - 17.1. Customer's Obligations for Its Systems: Customer is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect its computer network, systems, machines, and data (collectively, "Systems"), including those Systems on which it runs the Products or Services provided by Company, against Cyber Threats. "Cyber Threat" means any circumstance or event with the potential to adversely impact, compromise, damage, or disrupt Customer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Customer's Systems, including any data, including through malware, hacking, or similar attacks.
 - 17.2. Without limiting the foregoing, Customer shall at a minimum:
 - (a) have qualified and experienced personnel with appropriate expertise in cybersecurity maintain Customer's Security Program, and have such personnel regularly monitor cyber intelligence feeds and security advisories applicable to Customer's Systems or Customer's industry;
 - (b) promptly update or patch its Systems or implement other appropriate measures based on any reported Cyber Threats and in compliance with any security notifications or bulletins, whether publicly disclosed on Company's security notification webpage at <https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp> or otherwise provided to Customer;
 - (c) regularly monitor its Systems for possible Cyber Threats;
 - (d) regularly conduct vulnerability scanning, penetration testing, intrusion scanning, and other cybersecurity testing on its Systems; and
 - (e) meet the recommendations of Company's Recommended Cybersecurity Best Practices, available at <https://www.se.com/us/en/download/document/7EN52-0390/>, as may be updated by Company from time to time, and then-current industry standards.
 - 17.3. Customer's Use of the Products, Software, and Services: Company may release Updates and Patches for its Products, Software, and Services from time to time. Customer shall promptly install any Updates and Patches for such Products, Software, or Services as soon as they are available in accordance with Company's installation instructions and using the latest version of the Products or Software, where applicable. An "Update" means any software that contains a correction of errors in a Product, Software, or Service and/or minor enhancements or improvements for a Product, Software, or Service, but does not contain significant new features. A "Patch" is an Update that fixes a vulnerability in a Product, Software, or Service. Customer understands that failing to promptly and properly install Updates or Patches for the Products, Software, or Services may result in the Products, Software, or Services or Customer's Systems becoming vulnerable to certain Cyber Threats or result in impaired functionality, and Company shall not be liable or responsible for any losses or damages that may result.
 - 17.4. Identification of Cyber Threats: If Customer identifies or otherwise becomes aware of any vulnerabilities or other Cyber Threats relating to the Products, Software, or Services for which Company has not released a Patch, Customer shall promptly notify Company of such vulnerability or other Cyber Threat(s) via the Company's Report a Vulnerability page (<https://www.se.com/ww/en/work/support/cybersecurity/report-a-vulnerability.jsp#Customers>) and further provide Company with

Quotation Number: Q2025_400L01

any reasonably requested information relating to such vulnerability (collectively, "Feedback"). Company shall have a non-exclusive, perpetual and irrevocable right to use, display, reproduce, modify, and distribute the Feedback (including any confidential information or intellectual property contained therein) in whole or part, including to analyze and fix the vulnerability, to create Patches or Updates for its customers, and to otherwise modify its Products, Software, or Services, in any manner without restrictions, and without any obligation of attribution or compensation to Customer; provided, however, Company shall not publicly disclose Customer's name in connection with such use or the Feedback (unless Customer consents otherwise). By submitting Feedback, Customer represents and warrants to Company that Customer has all necessary rights in and to such Feedback and all information it contains, including to grant the rights to Company described herein, and that such Feedback does not infringe any proprietary or other rights of third parties or contain any unlawful information.

18. Import and Export.

- 18.1. The Products and Services provided by Company under this Contract contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. Customer acknowledges and agrees that the Products, assignment and/or usage of the Products, Software, Services, information, other deliverables and/or the embedded technologies (hereinafter referred to as "Deliverables") under these Terms and Conditions of Sale shall fully comply with related applicable US, EU and other national and international export control laws and/or regulations.
- 18.2. Unless applicable export license/s has been obtained from the relevant authority and Company has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. Customer also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems or unmanned air vehicles; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons.
- 18.3. If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Company from fulfilling any order, or would in Company's judgment otherwise expose Company to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, Company shall be excused from all obligations under such order and/or these Terms and Conditions of Sale.



MEETING DATE: June 10, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve the Purchase of Body Armor, as requested by the Columbia Police Department on May 14, 2025. Award to Lawmen's Distribution, LLC, using the SC State Contract in the amount of \$60,710.08. This vendor is located in Columbia, SC.

REQUISITION NO.: R234264

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Police Administrative Services - Uniforms and Clothing (1012402-624100). The original budget amount is \$60,710.08.

CLEAN WATER 2020?: No

SC State Contract #4400031680

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:** City Council Memo (DOCX)
- **#b:** Lawmen's Invoices (PDF)

MEMORANDUM



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

From: Lieutenant Colin Bailey, Columbia Police Department, Logistics Division
Shannon Lizewski, Director of Procurement & Contracts

Date: 6/10/25

Subject: Recommendation for Approval
Police Ballistic Body Armor

The Department of Procurement and Contracts in coordination with Columbia Police Department respectfully request your review and approval of the Purchase Order for Safariland/Lawmens, our ballistic body armor vendor. The amount of Purchase Order is \$60,710.08.

The purpose of this purchase order is for the Police Department to acquire ballistic body armor for the sworn officers, which is supplied by Safariland/Lawmens. Officers are outfitted with ballistic body armor upon completing the South Carolina Criminal Justice Academy, and ballistic body armor expires after five years, which necessitates yearly orders.

This purchase order will include outer carriers for said ballistic armor.

Lawmen's Safety Supply Inc. is Statewide Term Contract Number 4400032999, Vendor Number 70000231559.

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



3319 Anvil Place
Raleigh, NC 27603

800 Clanton Road Suite T
Charlotte, NC 28217

SALES INVOICE

SI-1102659

1/14/2025



REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

Customer		Contact		Ship To			
CITY OF COLUMBIA ATTN: ACCOUNTS PAYABLE PO BOX 147 COLUMBIA SC 29217 Tel: (803)545-3414, (803)545-3571 Fax: (803)343-8720				COLUMBIA POLICE DEPARTMENT ATTN: BRIAN BALDWIN 715 BLUFF RD COLUMBIA SC 29201 Tel: (803)545-3571			
Account	Terms	Due Date	Account Rep	Schedule Date			
COLA	NET 30 Email Delivery	2/13/2025	Heath Clevenger	11/20/2024			
Sales Order	PO #	Reference	Ship VIA	Page	Printed		
SO-466530	P204891	OVEMBER FITTING	FACTORY DIRECT	2	5/14/2025 5:43:13AM		
L	Item	Description	Order	Ship	Price UM	Discount	Amount
4	NAMETAPE	N. SEXTON NAME TAPE MATERIAL: AX# 1237564 MERROWED BORDER 5"X 1.25" MATERIAL COLOR: NAVY FONT STYLE: HEAT PRESS SWISS 912 FONT COLOR: GOLD BACKING TYPE: VELCRO - HOOK NAME TAPE WORDING: FIRST INTIAL.MIDDLE INITIAL.LAST NAME	4	4	\$10.00 EA		\$40.00
5	1223589BL84NV	W. PEGRAM R. ROBINSON S. MCDONALD L. REEVES SAFARILAND ID Patch - Large 8 x 4 BLANK Navy Patch - Heat press POLICE in SILVER Franklin Gothic Medium	7	7	\$7 EA		\$49.00
6	1223589BL84NV	SAFARILAND ID Patch - Large 8 x 4 BLANK Navy Patch - Heat press POLICE in GOLD Franklin Gothic Medium	4	4	\$7 EA		\$28.00
7							
8	SBATP17ANV	Safariland 1219671-TP17A TP17A Handcuff Pouch Double Color - Navy	11		\$25.71 EA		\$0.00
9	SBATP13NV	Safariland 1219671-TP13 TP13 MK3 - MK4 Aerosol Pouch Color - Navy	11		\$22.51 EA		\$0.00
10	SBATP21ANV	Safariland 1219671-TP21A TP21A Radio Pouch With Bungee Universal Color - Navy	11		\$38.57 EA		\$0.00
11	SBATP19BNV	Safariland 1219671-TP19B TP19B Utility Pouch 4" X 8" Horizontal Color - Navy	11		\$28.94 EA		\$0.00
12		**FREE FREIGHT**					
Thank you for your purchase. Checks are processed electronically. Originals will be secured for 30 days then destroyed. If you are not satisfied with your purchase, simply return it in its original package with your receipt within 30 days. Products must be in new condition. Guns, special orders, engraved, clearance or altered products may not be returned. All shipping discrepancies must be reported within 30 days of shipment. We may assess a 1.5% per month late fee on all past due invoices. No refunds on shipping.			Tax Details SCLOTRANS \$14.960		Taxable \$187.00		
X _____ Date: _____			Payment Details		Total Tax \$14.96 Exempt \$0.00 Total \$201.96 Payment Disc \$0.00 Paid \$0.00 Balance \$201.96		



3319 Anvil Place
Raleigh, NC 27603

800 Clanton Road Suite T
Charlotte, NC 28217

SALES INVOICE

SI-1102659

1/14/2025



REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

Customer		Contact		Ship To			
CITY OF COLUMBIA ATTN: ACCOUNTS PAYABLE PO BOX 147 COLUMBIA SC 29217 Tel: (803) 545-3414, (803) 545-3571 Fax: (803) 343-8720				COLUMBIA POLICE DEPARTMENT ATTN: BRIAN BALDWIN 715 BLUFF RD COLUMBIA SC 29201 Tel: (803) 545-3571			
Account	Terms		Due Date	Account Rep		Schedule Date	
COLA	NET 30 Email Delivery		2/13/2025	Heath Clevenger		11/20/2024	
Sales Order	PO #		Reference	Ship VIA		Page	Printed
SO-466530	P204891		OVEMBER FITTING	FACTORY DIRECT		1	5/14/2025 5:43:13AM
L Item	Description	Order	Ship	Price UM	Discount	Amount	
1	SC STATE CONTRACT # 4400031680						
2	SBA1303518OCNV Safariland 1303518-OC Oregon City Carrier DN6566 Front Opening Traditional Modular Webbing Navy QN: 23-QUO-005419 BRYANT, TROY 2613-2615 JOHNSON, THOMAS 2614-2616 PEGAM, WILLIAM 2413-2415 GUNTER, CHRISTOPHER 2013-2015 MCDONALD, SHAWN 2214-2215 RICE, TEPHON 2614-2616 REEVES, LANCE 3016-3017 SEXTON, NICHOLAS 2013-1815 SMITH, KAESHONYA U2011-1813 ROBINSON, REBEKAH U2212-2213 SUMTER, BRIANNA U2814-2816	11		\$249.35 EA		\$0.00	
3	NAMETAPE NAME TAPE MATERIAL: AX# 1237564 MERROWED BORDER 5"X 1.25" MATERIAL COLOR: NAVY FONT STYLE: HEAT PRESS SWISS 912 FONT COLOR: SILVER BACKING TYPE: VELCRO - HOOK NAME TAPE WORDING: FIRST INTIAL.MIDDLE INITIAL.LAST NAME T. BRYANT K. SMITH T. JOHNSON B. SUMTER C. GUNTER S. RICE	7	7	\$10.00 EA		\$70.00	
Thank you for your purchase. Checks are processed electronically. Originals will be secured for 30 days then destroyed. If you are not satisfied with your purchase, simply return it in its original package with your receipt within 30 days. Products must be in new condition. Guns, special orders, engraved, clearance or altered products may not be returned. All shipping discrepancies must be reported within 30 days of shipment. We may assess a 1.5% per month late fee on all past due invoices. No refunds on shipping.						Page	1
X _____ Date: _____						Sub Total	\$70.00



SALES INVOICE

SI-1107552

03/21/2025

REMIT: 3319 Anvil Place, Raleigh, NC 27603

Phone: 800-781-2677 - AR Email: ar@lawmens.com

Customer CITY OF COLUMBIA PO BOX 147 COLUMBIA, SC 29217 (803) 545-3414, (803) 545-3571		Contact CITY OF COLUMBIA BrianBaldwin PO BOX 147 COLUMBIA, SC 29217 (803) 545-3414, (803) 545-3571		Ship To CITY OF COLUMBIA ATTN: BRIANBALDWIN 715 BLUFF RD COLUMBIA, SC 29201 (803) 545-3571				
Account	Terms	Due Date	Account Rep		Schedule Date			
COLA	NET 30 Email Delivery	04/20/2025	Heath Clevenger		03/21/2025			
Sales Order	PO #	Reference	Ship VIA		Page			
468037	P206818	OCTOBER VEST F	FD		1			
L	Item	Description	Ordered	Ship	Price	UM	Discount	Amount
2	SBA1350429M	Safariland Armor 1350429-M Hardwire 51 Level 2 A7 - Male Panel Set QN: 23-QUO-005419 MITNAUL, ANTHONY 2012-2014 GILMORE, JOE 2015-2014 REED, STEPHEN 2014-2015 GLEATON, KENNETH 2614-2616 CALBY, ROBERT 2413-2215 LAND, CHRISTOPHER 2414-2216 MOORE, ANTHONY 2015-1817 WHITE, ALEX 2614-2615 DI GRISTINA, NICHOLAS 2414-2416 MENDOZA, ESTEVAN 2213-2215 SELPH, JAVONTE 2414-2216 D'ANNA, PATRICK 2213-2015 WILSON, YANCEY 2612-2414	13.00	13.00	\$848.13	EA	\$0.00	\$11,025.69
3	SBA1350429U	Safariland Armor 1350429-U Hardwire 51 Level 2 A7 - Female Unstructured Panel Set MARCHMAN, RUTH U2214-2214 ASHLEY, JACQUELIN U2212-2012 JORDON, JENNIFER U2211-2212	3.00	3.00	\$848.13	EA	\$0.00	\$2,544.39
4	SBA1348925NV	Safariland Armor 1348925 M Series Concealable Carrier Navy	32.00	32.00	\$92.77	EA	\$0.00	\$2,968.64
5	SBA122090258	Safariland 1220902-58 Soft Trauma Plate 5" X 8"	16.00	16.00	\$26.51	EA	\$0.00	\$424.16
Thank you for your purchase. Checks are processed electronically. Originals will be secured for 30 days then destroyed. If you are not satisfied with your purchase, simply return it in its original package with your receipt within 30 days. Products must be in new condition. Guns, special orders, engraved, clearance or altered products may not be returned. All shipping discrepancies must be reported within 30 days of shipment. We may assess a 1.5% per month late fee on all past due invoices. No refunds on shipping. X _____ Date: _____					Taxable		\$17,811.01	
					Total Tax		\$1,424.88	
					Exempt		\$0.00	
					Total		\$19,235.89	
					Paid		\$0.00	
					Balance		\$19,235.89	



SALES INVOICE

SI-1107552

03/21/2025

REMIT: 3319 Anvil Place, Raleigh, NC 27603

Phone: 800-781-2677 - AR Email: ar@lawmens.com

Customer CITY OF COLUMBIA PO BOX 147 COLUMBIA, SC 29217 (803) 545-3414, (803) 545-3571		Contact CITY OF COLUMBIA BrianBaldwin PO BOX 147 COLUMBIA, SC 29217 (803) 545-3414, (803) 545-3571		Ship To CITY OF COLUMBIA ATTN: BRIANBALDWIN 715 BLUFF RD COLUMBIA, SC 29201 (803) 545-3571				
Account	Terms		Due Date		Account Rep		Schedule Date	
COLA	NET 30 Email Delivery		04/20/2025		Heath Clevenger		03/21/2025	
Sales Order	PO #		Reference		Ship VIA		Page	
468037	P206818		OCTOBER VEST F		FD		2	
L	Item	Description	Ordered	Ship	Price	UM	Discount	Amount
8	SBA1350429M	Safariland Armor 1350429-M Hardwire 51 Level 2 A7 - Male Panel Set WEBSTER, JAMES 3216-3017 JACKSON, ZACHARY 2414-2416	2.00	1.00	\$848.13	EA	\$0.00	\$848.13
Thank you for your purchase. Checks are processed electronically. Originals will be secured for 30 days then destroyed. If you are not satisfied with your purchase, simply return it in its original package with your receipt within 30 days. Products must be in new condition. Guns, special orders, engraved, clearance or altered products may not be returned. All shipping discrepancies must be reported within 30 days of shipment. We may assess a 1.5% per month late fee on all past due invoices. No refunds on shipping. X _____ Date: _____					Taxable Total Tax Exempt Total Paid Balance		\$17,811.01 \$1,424.88 \$0.00 \$19,235.89 \$0.00 \$19,235.89	



SALES INVOICE

SI-1108055

03/28/2025

REMIT: 3319 Anvil Place, Raleigh, NC 27603
 Phone: 919-779-6141 Option 4 for AR - Email: AR@lawmens.com

Customer CITY OF COLUMBIA PO BOX 147 COLUMBIA, SC 29217 (803) 545-3414, (803) 545-3571		Contact CITY OF COLUMBIA BrianBaldwin PO BOX 147 COLUMBIA, SC 29217 (803) 545-3414, (803) 545-3571		Ship To CITY OF COLUMBIA ATTN: BRIANBALDWIN 715 BLUFF RD COLUMBIA, SC 29201 (803) 545-3571				
Account	Terms		Due Date		Account Rep		Schedule Date	
COLA	NET 30 Email Delivery		04/27/2025		Heath Clevenger		03/28/2025	
Sales Order	PO #		Reference		Ship VIA		Page	
468037	P206818		OCTOBER VEST F		FD		1	
L	Item	Description	Ordered	Ship	Price	UM	Discount	Amount
4	SBA1350429M	Safariland Armor 1350429-M Hardwire 51 Level 2 A7 - Male Panel Set WEBSTER, JAMES 3216-3017 JACKSON, ZACHARY 2414-2416	1.00	1.00	\$848.13	EA	\$0.00	\$848.13
Thank you for your purchase. Checks are processed electronically. Originals will be secured for 30 days then destroyed. If you are not satisfied with your purchase, simply return it in its original package with your receipt within 30 days. Products must be in new condition. Guns, special orders, engraved, clearance or altered products may not be returned. All shipping discrepancies must be reported within 30 days of shipment. We may assess a 1.5% per month late fee on all past due invoices. No refunds on shipping. X _____ Date: _____					Taxable Total Tax Exempt Total Paid Balance		\$848.13 \$67.85 \$0.00 \$915.98 \$0.00 \$915.98	



SALES INVOICE

SI-1108414

04/01/2025

REMIT: 3319 Anvil Place, Raleigh, NC 27603
 Phone: 919-779-6141 Option 4 for AR - Email: AR@lawmens.com

Customer CITY OF COLUMBIA PO BOX 147 COLUMBIA, SC 29217 (803) 545-3414, (803) 545-3571		Contact CITY OF COLUMBIA BrianBaldwin PO BOX 147 COLUMBIA, SC 29217 (803) 545-3414, (803) 545-3571		Ship To CITY OF COLUMBIA ATTN: BRIANBALDWIN 715 BLUFF RD COLUMBIA, SC 29201 (803) 545-3571				
Account	Terms	Due Date	Account Rep	Schedule Date				
COLA	NET 30 Email Delivery	05/01/2025	Heath Clevenger	04/01/2025				
Sales Order	PO #	Reference	Ship VIA	Page				
468564	P206818	CONCEALABLE CA	FD	1				
L	Item	Description	Ordered	Ship	Price	UM	Discount	Amount
2	SBA1350429M	Safariland Armor 1350429-M Hardwire 51 Level 2 A7 - Male Panel Set QN: 23-UO-005419 KELLY, MEL 2814-2616 MARTIN, RANDY 2613-2615	2.00	2.00	\$848.13	EA	\$0.00	\$1,696.26
3	SBA1350429U	Safariland Armor 1350429-U Hardwire 51 Level 2 A7 - Female Unstructured Panel Set MADDOX, ASHLEY U1810-1812	1.00	1.00	\$848.13	EA	\$0.00	\$848.13
4	SBA1348925NV	Safariland Armor 1348925 M Series Concealable Carrier Navy	6.00	6.00	\$92.77	EA	\$0.00	\$556.62
5	SBA122090258	Safariland 1220902-58 Soft Trauma Plate 5" X 8"	3.00	3.00	\$26.51	EA	\$0.00	\$79.53
Thank you for your purchase. Checks are processed electronically. Originals will be secured for 30 days then destroyed. If you are not satisfied with your purchase, simply return it in its original package with your receipt within 30 days. Products must be in new condition. Guns, special orders, engraved, clearance or altered products may not be returned. All shipping discrepancies must be reported within 30 days of shipment. We may assess a 1.5% per month late fee on all past due invoices. No refunds on shipping. X _____ Date: _____						Taxable Total Tax Exempt Total Paid Balance		\$3,180.54 \$254.44 \$0.00 \$3,434.98 \$0.00 \$3,434.98



SALES INVOICE

SI-1108909

04/09/2025

REMIT: 3319 Anvil Place, Raleigh, NC 27603
 Phone: 919-779-6141 Option 4 for AR - Email: AR@lawmens.com

Customer CITY OF COLUMBIA PO BOX 147 COLUMBIA, SC 29217 (803) 545-3414, (803) 545-3571		Contact CITY OF COLUMBIA BrianBaldwin PO BOX 147 COLUMBIA, SC 29217 (803) 545-3414, (803) 545-3571		Ship To CITY OF COLUMBIA KATRINA EASTWOOD 1 JUSTICE SQUARE COLUMBIA, SC 29201				
Account	Terms		Due Date		Account Rep		Schedule Date	
COLA	NET 30 Email Delivery		05/09/2025		Heath Clevenger		04/09/2025	
Sales Order	PO #		Reference		Ship VIA		Page	
468038	P204891		OCTOBER VEST F		FD		1	
L	Item	Description	Ordered	Ship	Price	UM	Discount	Amount
2	SBAL303518OCNV	Safariland 1303518-OC Oregon City Carrier DN6566 Front Opening Traditional Modular Webbing Navy QN: 23-QUO-004519 MITNAUL, ANTHONY 2012-2014 GILMORE, JOE 2015-2014 MARCHMAN, RUTH U2214-2214 REED, STEPHEN 2014-2015 GLEATON, KENNETH 2614-2616 CALBY, ROBERT 2413-2215 LAND, CHRISTOPHER 2414-2216 MOORE, ANTHONY 2015-1817 WHITE, ALEX 2614-2615 DI GRISTINA, NOCHOLAS 2414-2416 ASHLEY, JACQUELIN U2211-2012 MENDOZA, ESTEVAN 2213-2215 SELPH, JAVONTE 2414-2216 D'ANNA, PATRICK 2213-2015 WILSON, YANCEY 2612-2414 JORDON, JENNIFER U2211-2212	16.00	16.00	\$254.44	EA	\$0.00	\$4,071.04
3	SBATP17ANV	Safariland 1219671-TP17A TP17A Handcuff Pouch Double Color - Navy	16.00	16.00	\$25.71	EA	\$0.00	\$411.36
4	SBATP13NV	Safariland 1219671-TP13 TP13 MK3 - MK4 Aerosol Pouch Color - Navy	16.00	16.00	\$22.51	EA	\$0.00	\$360.16
5	SBATP21ANV	Safariland 1219671-TP21A TP21A Radio Pouch With Bungee Universal Color - Navy	16.00	16.00	\$38.57	EA	\$0.00	\$617.12
Thank you for your purchase. Checks are processed electronically. Originals will be secured for 30 days then destroyed. If you are not satisfied with your purchase, simply return it in its original package with your receipt within 30 days. Products must be in new condition. Guns, special orders, engraved, clearance or altered products may not be returned. All shipping discrepancies must be reported within 30 days of shipment. We may assess a 1.5% per month late fee on all past due invoices. No refunds on shipping. X _____ Date: _____						Taxable Total Tax Exempt Total Paid Balance		\$5,922.72 \$473.82 \$0.00 \$6,396.54 \$0.00 \$6,396.54



SALES INVOICE

SI-1108909

04/09/2025

REMIT: 3319 Anvil Place, Raleigh, NC 27603

Phone: 919-779-6141 Option 4 for AR - Email: AR@lawmens.com

Customer CITY OF COLUMBIA PO BOX 147 COLUMBIA, SC 29217 (803) 545-3414, (803) 545-3571		Contact CITY OF COLUMBIA BrianBaldwin PO BOX 147 COLUMBIA, SC 29217 (803) 545-3414, (803) 545-3571		Ship To CITY OF COLUMBIA KATRINA EASTWOOD 1 JUSTICE SQUARE COLUMBIA, SC 29201					
Account		Terms		Due Date		Account Rep		Schedule Date	
COLA		NET 30 Email Delivery		05/09/2025		Heath Clevenger		04/09/2025	
Sales Order		PO #		Reference		Ship VIA		Page	
468038		P204891		OCTOBER VEST F		FD		2	
L	Item	Description	Ordered	Ship	Price	UM	Discount	Amount	
6	SBATP19BNV	Safariland 1219671-TP19B TP19B Utility Pouch 4" X 8" Horizontal Color - Navy	16.00	16.00	\$28.94	EA	\$0.00	\$463.04	
Thank you for your purchase. Checks are processed electronically. Originals will be secured for 30 days then destroyed. If you are not satisfied with your purchase, simply return it in its original package with your receipt within 30 days. Products must be in new condition. Guns, special orders, engraved, clearance or altered products may not be returned. All shipping discrepancies must be reported within 30 days of shipment. We may assess a 1.5% per month late fee on all past due invoices. No refunds on shipping. X _____ Date: _____						Taxable Total Tax Exempt Total Paid Balance		\$5,922.72 \$473.82 \$0.00 \$6,396.54 \$0.00 \$6,396.54	



SALES INVOICE

SI-1108906

04/09/2025

REMIT: 3319 Anvil Place, Raleigh, NC 27603

Phone: 919-779-6141 Option 4 for AR - Email: AR@lawmens.com

Customer CITY OF COLUMBIA PO BOX 147 COLUMBIA, SC 29217 (803) 545-3414, (803) 545-3571		Contact CITY OF COLUMBIA BrianBaldwin PO BOX 147 COLUMBIA, SC 29217 (803) 545-3414, (803) 545-3571		Ship To CITY OF COLUMBIA KATRINA EASTWOOD 1 JUSTICE SQUARE COLUMBIA, SC 29201				
Account	Terms	Due Date	Account Rep		Schedule Date			
COLA	NET 30 Email Delivery	05/09/2025	Heath Clevenger		04/09/2025			
Sales Order	PO #	Reference	Ship VIA		Page			
467978	P204891	OUTER CARRIER	FD		1			
L	Item	Description	Ordered	Ship	Price	UM	Discount	Amount
4	SBA1303518OCNV	Safariland 1303518-OC Oregon City Carrier DN6566 Front Opening Traditional Modular Webbing Navy QN: 23-QUO-005419 HOLBROOK, SKIP 2413-2415	1.00	1.00	\$254.44	EA	\$0.00	\$254.44
5	SBATP17ANV	Safariland 1219671-TP17A TP17A Handcuff Pouch Double Color - Navy	1.00	1.00	\$25.71	EA	\$0.00	\$25.71
6	SBATP13NV	Safariland 1219671-TP13 TP13 MK3 - MK4 Aerosol Pouch Color - Navy	1.00	1.00	\$22.51	EA	\$0.00	\$22.51
7	SBATP21ANV	Safariland 1219671-TP21A TP21A Radio Pouch With Bungee Universal Color - Navy	1.00	1.00	\$38.57	EA	\$0.00	\$38.57
8	SBATP19BNV	Safariland 1219671-TP19B TP19B Utility Pouch 4" X 8" Horizontal Color - Navy	1.00	1.00	\$28.94	EA	\$0.00	\$28.94
Thank you for your purchase. Checks are processed electronically. Originals will be secured for 30 days then destroyed. If you are not satisfied with your purchase, simply return it in its original package with your receipt within 30 days. Products must be in new condition. Guns, special orders, engraved, clearance or altered products may not be returned. All shipping discrepancies must be reported within 30 days of shipment. We may assess a 1.5% per month late fee on all past due invoices. No refunds on shipping. X _____ Date: _____						Taxable \$370.17 Total Tax \$29.61 Exempt \$0.00 Total \$399.78 Paid \$0.00 Balance \$399.78		



SALES INVOICE

SI-1108901

04/09/2025

REMIT: 3319 Anvil Place, Raleigh, NC 27603
 Phone: 919-779-6141 Option 4 for AR - Email: AR@lawmens.com

Customer CITY OF COLUMBIA PO BOX 147 COLUMBIA, SC 29217 (803) 545-3414, (803) 545-3571		Contact CITY OF COLUMBIA BrianBaldwin PO BOX 147 COLUMBIA, SC 29217 (803) 545-3414, (803) 545-3571		Ship To CITY OF COLUMBIA ATTN: BRIANBALDWIN 715 BLUFF RD COLUMBIA, SC 29201 (803) 545-3571				
Account	Terms	Due Date	Account Rep	Schedule Date				
COLA	NET 30 Email Delivery	05/09/2025	Heath Clevenger	04/09/2025				
Sales Order	PO #	Reference	Ship VIA	Page				
469886	P204891	BALDWIN - OC P	FD	1				
L	Item	Description	Ordered	Ship	Price	UM	Discount	Amount
5	SBA1303518OCNV	Safariland 1303518-OC Oregon City Carrier DN6566 Front Opening Traditional Modular Webbing Navy QN: 23-QUO-004519 ROBERTS, CHRISTOPHER 3014-2816	1.00	0.00	\$254.44	EA	\$0.00	\$0.00
6	SBATP17ANV	Safariland 1219671-TP17A TP17A Handcuff Pouch Double Color - Navy	1.00	0.00	\$25.71	EA	\$0.00	\$0.00
7	SBATP13NV	Safariland 1219671-TP13 TP13 MK3 - MK4 Aerosol Pouch Color - Navy	1.00	0.00	\$22.51	EA	\$0.00	\$0.00
8	SBATP21ANV	Safariland 1219671-TP21A TP21A Radio Pouch With Bungee Universal Color - Navy	1.00	0.00	\$38.57	EA	\$0.00	\$0.00
9	SBATP19BNV	Safariland 1219671-TP19B TP19B Utility Pouch 4" X 8" Horizontal Color - Navy	1.00	0.00	\$28.94	EA	\$0.00	\$0.00
10	1223589BL84NV	SAFARILAND ID Patch - Large 8 x 4 BLANK Navy Patch - Heat press POLICE in GOLD Franklin Gothic Medium	1.00	1.00	\$7.00	EA	\$0.00	\$7.00
11	1223589BSNV	SAFARILAND ID Patch - Small 5 x 2 BLANK Navy Patch - Heat press POLICE in GOLD Franklin Gothic Medium	1.00	1.00	\$7.00	EA	\$0.00	\$7.00
12	NAMETAPE	NAME TAPE MATERIAL: AX# 1237564 MERROWED BORDER 5"X 1.25" MATERIAL COLOR: NAVY FONT STYLE: HEAT PRESS SWISS 912 FONT COLOR: GOLD	1.00	1.00	\$10.00	EA	\$0.00	\$10.00
Thank you for your purchase. Checks are processed electronically. Originals will be secured for 30 days then destroyed. If you are not satisfied with your purchase, simply return it in its original package with your receipt within 30 days. Products must be in new condition. Guns, special orders, engraved, clearance or altered products may not be returned. All shipping discrepancies must be reported within 30 days of shipment. We may assess a 1.5% per month late fee on all past due invoices. No refunds on shipping. X _____ Date: _____			Taxable Total Tax Exempt Total Paid Balance			\$24.00 \$1.92 \$0.00 \$25.92 \$0.00 \$25.92		



SALES INVOICE

SI-1108901

04/09/2025

REMIT: 3319 Anvil Place, Raleigh, NC 27603
 Phone: 919-779-6141 Option 4 for AR - Email: AR@lawmens.com

Customer CITY OF COLUMBIA PO BOX 147 COLUMBIA, SC 29217 (803) 545-3414, (803) 545-3571		Contact CITY OF COLUMBIA BrianBaldwin PO BOX 147 COLUMBIA, SC 29217 (803) 545-3414, (803) 545-3571		Ship To CITY OF COLUMBIA ATTN: BRIANBALDWIN 715 BLUFF RD COLUMBIA, SC 29201 (803) 545-3571					
Account		Terms		Due Date		Account Rep		Schedule Date	
COLA		NET 30 Email Delivery		05/09/2025		Heath Clevenger		04/09/2025	
Sales Order		PO #		Reference		Ship VIA		Page	
469886		P204891		BALDWIN - OC P		FD		2	
L	Item	Description	Ordered	Ship	Price	UM	Discount	Amount	
		BACKING TYPE: VELCRO - HOOK NAME TAPE WORDING: FIRST INTIAL.MIDDLE INITIAL.LAST NAME C. ROBERTS							
Thank you for your purchase. Checks are processed electronically. Originals will be secured for 30 days then destroyed. If you are not satisfied with your purchase, simply return it in its original package with your receipt within 30 days. Products must be in new condition. Guns, special orders, engraved, clearance or altered products may not be returned. All shipping discrepancies must be reported within 30 days of shipment. We may assess a 1.5% per month late fee on all past due invoices. No refunds on shipping. X _____ Date: _____							Taxable \$24.00 Total Tax \$1.92 Exempt \$0.00 Total \$25.92 Paid \$0.00 Balance \$25.92		



SALES INVOICE

SI-1109565

04/21/2025

REMIT: 3319 Anvil Place, Raleigh, NC 27603
 Phone: 919-779-6141 Option 4 for AR - Email: AR@lawmens.com

Customer CITY OF COLUMBIA PO BOX 147 COLUMBIA, SC 29217 (803) 545-3414, (803) 545-3571		Contact CITY OF COLUMBIA BrianBaldwin PO BOX 147 COLUMBIA, SC 29217 (803) 545-3414, (803) 545-3571		Ship To CITY OF COLUMBIA ATTN: BRIANBALDWIN 715 BLUFF RD COLUMBIA, SC 29201 (803) 545-3571				
Account	Terms	Due Date	Account Rep		Schedule Date			
COLA	NET 30 Email Delivery	05/21/2025	Heath Clevenger		04/21/2025			
Sales Order	PO #	Reference	Ship VIA		Page			
468651	P206818	FOX - CONCEALA	FD		1			
L	Item	Description	Ordered	Ship	Price	UM	Discount	Amount
2	SBA1350429M	Safariland Armor 1350429-M Hardwire 51 Level 2 A7 - Male Panel Set QN: 23-QUO-005419 DYMCK, DAVID 2415-2417 ELLIS, BRADLEY 2215-2216 LIBERTY, DILLON 2013-2016 DELONG, CHRISTOPHER 2013-2015 LUBKIN, JOSEPH 2013-2015 HOLMES, MATTHEW 2215-2217 COSBY, RODNEY 2614-2416 SCHUMANN, WILLIAM 2213-2216 FITZPATRICK, JAMES 2414-2417 CZELADKO, JOSEPH 2212-2214 GOODWIN, DAVID 2816-2617 SURREATT, WYATT 2412-2415 SANTANA, ABELINO 2012-1814 LEDELL, GLENN 2815-2616 PENDERGRAS, LEQUEZ 2814-2817	15.00	15.00	\$848.13	EA	\$0.00	\$12,721.95
3	SBA1350429U	Safariland Armor 1350429-U Hardwire 51 Level 2 A7 - Female Unstructured Panel Set BREWER, RAVEN U2412-2412 CHRISTY, TAYLOR U2212-2213 FEBUS, ASHLEY U2213-2214 KILLIAN, Alysia U2613-2614 WALTERS, SAMANTHA U2212-2213 LAUGHLIN, RACHAEL U2212-2213 MIHELICH, GABRIELLE U1810-1811 STEPHAN, LATOYA U2212-2213	10.00	10.00	\$848.13	EA	\$0.00	\$8,481.30
Thank you for your purchase. Checks are processed electronically. Originals will be secured for 30 days then destroyed. If you are not satisfied with your purchase, simply return it in its original package with your receipt within 30 days. Products must be in new condition. Guns, special orders, engraved, clearance or altered products may not be returned. All shipping discrepancies must be reported within 30 days of shipment. We may assess a 1.5% per month late fee on all past due invoices. No refunds on shipping. X _____ Date: _____					Taxable Total Tax Exempt Total Paid Balance		\$26,504.50 \$2,120.36 \$0.00 \$28,624.86 \$0.00 \$28,624.86	



SALES INVOICE

SI-1109565

04/21/2025

REMIT: 3319 Anvil Place, Raleigh, NC 27603

Phone: 919-779-6141 Option 4 for AR - Email: AR@lawmens.com

Customer CITY OF COLUMBIA PO BOX 147 COLUMBIA, SC 29217 (803) 545-3414, (803) 545-3571		Contact CITY OF COLUMBIA BrianBaldwin PO BOX 147 COLUMBIA, SC 29217 (803) 545-3414, (803) 545-3571		Ship To CITY OF COLUMBIA ATTN: BRIANBALDWIN 715 BLUFF RD COLUMBIA, SC 29201 (803) 545-3571				
Account	Terms		Due Date		Account Rep		Schedule Date	
COLA	NET 30 Email Delivery		05/21/2025		Heath Clevenger		04/21/2025	
Sales Order	PO #		Reference		Ship VIA		Page	
468651	P206818		FOX - CONCEALA		FD		2	
L	Item	Description	Ordered	Ship	Price	UM	Discount	Amount
		JONES, KIERRA U2012-2014 COBB, KYNLEE U2613-2613						
4	SBA1348925NV	Safariland Armor 1348925 M Series Concealable Carrier Navy	50.00	50.00	\$92.77	EA	\$0.00	\$4,638.50
5	SBA122090258	Safariland 1220902-58 Soft Trauma Plate 5" X 8"	25.00	25.00	\$26.51	EA	\$0.00	\$662.75
Thank you for your purchase. Checks are processed electronically. Originals will be secured for 30 days then destroyed. If you are not satisfied with your purchase, simply return it in its original package with your receipt within 30 days. Products must be in new condition. Guns, special orders, engraved, clearance or altered products may not be returned. All shipping discrepancies must be reported within 30 days of shipment. We may assess a 1.5% per month late fee on all past due invoices. No refunds on shipping. X _____ Date: _____						Taxable Total Tax Exempt Total Paid Balance		\$26,504.50 \$2,120.36 \$0.00 \$28,624.86 \$0.00 \$28,624.86



SALES INVOICE

SI-1109689

04/22/2025

REMIT: 3319 Anvil Place, Raleigh, NC 27603

Phone: 919-779-6141 Option 4 for AR - Email: AR@lawmens.com

Customer CITY OF COLUMBIA PO BOX 147 COLUMBIA, SC 29217 (803) 545-3414, (803) 545-3571		Contact CITY OF COLUMBIA BrianBaldwin PO BOX 147 COLUMBIA, SC 29217 (803) 545-3414, (803) 545-3571		Ship To CITY OF COLUMBIA ATTN: BRIANBALDWIN 715 BLUFF RD COLUMBIA, SC 29201 (803) 545-3571				
Account	Terms		Due Date		Account Rep		Schedule Date	
COLA	NET 30 Email Delivery		05/22/2025		Heath Clevenger		04/22/2025	
Sales Order	PO #		Reference		Ship VIA		Page	
468562	P204891		OUTER CARRIER		FD		1	
L	Item	Description	Ordered	Ship	Price	UM	Discount	Amount
2	SBA1303518OCNV	Safariland 1303518-OC Oregon City Carrier DN6566 Front Opening Traditional Modular Webbing Navy QN: 23-QUO-005419 KELLY, MEL 2815-2616 MADDOX, ASHLEY U1811-1812 MARTIN, RANDY 2613-2615	3.00	3.00	\$254.44	EA	\$0.00	\$763.32
3	SBATP17ANV	Safariland 1219671-TP17A TP17A Handcuff Pouch Double Color - Navy	3.00	2.00	\$25.71	EA	\$0.00	\$51.42
4	SBATP13NV	Safariland 1219671-TP13 TP13 MK3 - MK4 Aerosol Pouch Color - Navy	3.00	2.00	\$22.51	EA	\$0.00	\$45.02
5	SBATP21ANV	Safariland 1219671-TP21A TP21A Radio Pouch With Bungee Universal Color - Navy	3.00	2.00	\$38.57	EA	\$0.00	\$77.14
6	SBATP19BNV	Safariland 1219671-TP19B TP19B Utility Pouch 4" X 8" Horizontal Color - Navy	3.00	2.00	\$28.94	EA	\$0.00	\$57.88
Thank you for your purchase. Checks are processed electronically. Originals will be secured for 30 days then destroyed. If you are not satisfied with your purchase, simply return it in its original package with your receipt within 30 days. Products must be in new condition. Guns, special orders, engraved, clearance or altered products may not be returned. All shipping discrepancies must be reported within 30 days of shipment. We may assess a 1.5% per month late fee on all past due invoices. No refunds on shipping. X _____ Date: _____						Taxable Total Tax Exempt Total Paid Balance		\$994.78 \$79.58 \$0.00 \$1,074.36 \$0.00 \$1,074.36

SI-1110195

04/30/2025

Phone: 919-779-6141 Option 4 for AR - Email: AR@lawmens.com

Customer CITY OF COLUMBIA PO BOX 147 COLUMBIA, SC 29217 (803) 545-3414, (803) 545-3571		Contact CITY OF COLUMBIA BrianBaldwin PO BOX 147 COLUMBIA, SC 29217 (803) 545-3414, (803) 545-3571		Ship To CITY OF COLUMBIA ATTN: BRIANBALDWIN 715 BLUFF RD COLUMBIA, SC 29201 (803) 545-3571					
Account		Terms		Due Date		Account Rep		Schedule Date	
COLA		NET 30 Email Delivery		05/30/2025		Heath Clevenger		04/30/2025	
Sales Order		PO #		Reference		Ship VIA		Page	
468823		P204891		BALDWIN - OC C		FD		1	
L	Item	Description	Ordered	Ship	Price	UM	Discount	Amount	
2	SBA1303518OCNV	Safariland 1303518-OC Oregon City Carrier DN6566 Front Opening Traditional Modular Webbing Navy QN: 23-QUO-005419 GANTT, JOSHUA 2615-2616	1.00	1.00	\$254.44	EA	\$0.00	\$254.44	
3	SBATP21ANV	Safariland 1219671-TP21A TP21A Radio Pouch With Bungee Universal Color - Navy	1.00	1.00	\$38.57	EA	\$0.00	\$38.57	
4	SBATP17ANV	Safariland 1219671-TP17A TP17A Handcuff Pouch Double Color - Navy	1.00	1.00	\$25.71	EA	\$0.00	\$25.71	
5	SBATP13NV	Safariland 1219671-TP13 TP13 MK3 - MK4 Aerosol Pouch Color - Navy	1.00	1.00	\$22.51	EA	\$0.00	\$22.51	
6	SBATP19BNV	Safariland 1219671-TP19B TP19B Utility Pouch 4" X 8" Horizontal Color - Navy	1.00	1.00	\$28.94	EA	\$0.00	\$28.94	
Thank you for your purchase. Checks are processed electronically. Originals will be secured for 30 days then destroyed. If you are not satisfied with your purchase, simply return it in its original package with your receipt within 30 days. Products must be in new condition. Guns, special orders, engraved, clearance or altered products may not be returned. All shipping discrepancies must be reported within 30 days of shipment. We may assess a 1.5% per month late fee on all past due invoices. No refunds on shipping. X _____ Date: _____							Taxable		\$370.17
							Total Tax		\$29.61
							Exempt		\$0.00
							Total		\$399.78
							Paid		\$0.00
							Balance		\$399.78



MEETING DATE: June 10, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve Contract Amendment #3 for the Upfitting of 35 Police Pursuit Vehicles, as requested by the Fleet Services Division on May 23, 2025. Award to Carolina Custom Upfitters, in an amount not exceed \$680,036.77. The current term of the contract ends on June 30, 2025 and this amendment extends the contract to June 30, 2026. This vendor is located in Columbia, SC.

REQUISITION NO.: R229854

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The current budget amount is \$626,689.95. The budget amount for this amendment is \$680,036.77. The total revised budget amount is \$1,306,726.72.

ATTACHMENTS:

- **#a:** May 27 2025 Council Memo - Fleet Requests vehicles (DOCX)
- **#b:** Signed Contract Amendment #3 City of Columbia (PDF)



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

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

DATE: May 27, 2025

SUBJECT: Recommendation for Approval of Change Order #3 for Police Pursuit Vehicle Up-Fit 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 Change Order #3 in the amount of \$680,036.77 for Police pursuit vehicle up-fits for the City of Columbia Police Department as requested by the Fleet Services Division.

This change order request provides additional funding to complete Columbia Police Department vehicle up-fits that were not originally included in BID009-24-25-ASH.

The funding for these up-fits are part of the capital replacement 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.

Contract Amendment #3

Police Pursuit Vehicle Up-Fit

BID009-24-25-ASH

Carolina Custom Upfitters

May 23, 2025

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Carolina Custom Upfitters (Contractor) executed August 12, 2024 (Agreement) to provide funding in the amount of \$680,036.77 for emergency equipment and installation in 35 new Police Pursuit Vehicles and to exercise the first (1st) of one (1) additional one-year period option to renew services from July 1, 2025 to June 30 2026. All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

Current and Proposed Change and Basis for Payment:

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

Carolina Custom Upfitters

Rebecca W. Collins

Print Name

Rebecca W Collins

Signature

5-28-2025

Date

City of Columbia

Office of the City Manager

Teresa Wilson, City Manager_____
Signature_____
Date_____
Witness

APPROVED AS TO FORM

Quinn
Legal Department City of Columbia, SC

5/27/2025



MEETING DATE: June 10, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Professional Services Contract to prepare a Comprehensive Safety Action Plan in accordance with the U.S.D.O.T. Safe Streets and Roads for All grant program, as requested by the Planning and Development Services Department on October 25, 2024. Award to Kimley-Horn and Associates, in an amount not to exceed \$80,000.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date one (1) year from commencement and the option to renew for one (1) additional six (6) month period. This firm is located in Columbia, SC.

REQUISITION NO.: R231239

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: U.S. Department of Transportation Safe Streets Grant - Development Services - Professional Services (1014101-636600). The original budget amount is \$80,000.00

CLEAN WATER 2020?: No

There was one (1) response to RFP010-24-25-KDD-FHWA Safety Action Plan for the City of Columbia, SC.

ATTACHMENTS:

- **#a:** City Council Memo - SS4A Contract Award (PDF)
- **#b:** Final.Contract.Kimley-Horn.RFP010-24-25-KDD-FHWA (PDF)



CONTRACT FOR PROFESSIONAL SERVICES

This Contract awarded under procurement method RFP010-24-25-KDD-FHWA Safety Action Plan for the City of Columbia, SC.

1. **PURPOSE** – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Kimley-Horn, (hereinafter referred to as the “Consultant”), to develop, draft, and complete a Comprehensive Safety Action Plan for the City of Columbia, SC.

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Consultant shall provide the scope of services more fully described in Exhibit A, attached hereto. The Engineer shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.
3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Consultant or recommended by the Engineer and approved by the City in writing.

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

4. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of this *Award* or a *Notice to Proceed* and a *valid Purchase Order from the City of Columbia* for an initial term of one (1) year, with the option to extend work for one (1) additional six (6) month period at the mutual pleasure of both parties.

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

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete any and all services performed under this Contract within the timeframes as outlined in Exhibit B, attached hereto.
6. **COMPENSATION** – (See Exhibit C)
 - A. The total compensation to be paid by the City to the Engineer under this Contract shall not exceed Eighty Thousand Dollars and No/100 (\$80,000.00).
 - B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that

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

C. Invoicing Procedure:

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

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

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

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically

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disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

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

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

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

F. Subcontracting Goals

Under this Contract, the subcontracting goals are as follows:

SB Goals	<u>N/A</u>	%
MBE	<u>N/A</u>	%
WBE	<u>N/A</u>	%
LSA	<u>N/A</u>	%

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

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

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

8. **INDEMNIFICATION & INSURANCE**

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

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

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

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

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

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

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Contract and this insurance shall remain in effect throughout the term of this Contract, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured* on the General Liability and Automobile Policies.
- C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any negligent action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Contract. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

9. **PERMITS & LICENSES**

- A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Contract. The Consultant shall be responsible for any costs relating to same.
- B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Contract. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/Contracts. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.
- C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
- D. The Consultant shall procure a City of Columbia business license while performing services under this Contract.

10. **DUTIES UPON TERMINATION** – At termination of this Contract, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by this Contract or as the City may deem necessary to perform the required services by the City or the Engineer's successor. All records shall be free from any proprietary claims or interest. The Consultant agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

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

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

12. **TERMINATION OF CONTRACT** – The City may terminate this Contract at any time upon any of the following grounds:
 - A. 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, offeror/respondent will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring

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costs. Offeror/Respondent will not be reimbursed any costs amortized beyond the initial contract term;

- B. Cause - The Offeror/Respondent fails to perform any of the services required in this Contract and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
 - C. Convenience - The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever by providing the Offeror/Respondent with a notice of termination to be sent by registered mail, return receipt requested. Whenever the Offeror/Respondent is terminated for convenience under this clause or is wrongfully terminated under any other clause of this contract, the Offeror/Respondent 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 Offeror/Respondent 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 Offeror/Respondent. In no event shall the Offeror/Respondent be entitled to anticipatory profit or damages for any termination under this clause. In no event shall the Offeror/Respondent be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein;
 - D. Force Majeure - Neither the City nor the offeror/respondent shall be liable for any excess costs if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but not restricted to acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods epidemics, quarantine, restrictions, strikes, freight embargos, and unusually severe weather conditions; but in every case, the failure to perform is caused beyond the control of both the City and the offeror/respondent, and without the fault or negligence of either of them;
 - E. Upon expiration of the term of this Contract; and
 - F. By mutual Contract.
Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Contract prior to the effective date of the termination or the Consultant shall be entitled to be paid a pro-rata percentage of the total Contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Consultant. In no event shall the Engineer be entitled to anticipatory profit or damages for any termination under this Contract. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.
13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Engineer or any Subconsultant retained by the Engineer and related to the services required by this Contract shall be the property of the City and shall not be used by the Engineer for any purpose whatsoever except to perform the services required by this Contract.
14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Engineer or any Subconsultant retained by the Consultant and related to the services required by this Contract shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Contract.
15. **NOTICE** - All notices and communications in connection with this Contract will be addressed to the following:

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City of Columbia

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

Kimley-Horn

Name: Joe Robertson
Title: Project Manager
Address: 802 Gervais Street, Suite 201
Columbia, SC 29201
Phone: (803) 403-8557
Email: joseph.robertson@kimley-horn.com

16. CONSENT DECREE - Non-Applicable

- A. The services performed by the Consultant pursuant to this Contract are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Contract in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Engineer shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Engineer's possession or control that relate in any manner to the Engineer's performance under this Contract ("Preserved Documents"). Upon the Engineer's performance of all services required under this Contract, the Engineer shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Contract.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Engineer shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Engineer's rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Engineer neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Engineer's failure to perform pursuant to the Contract.

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

17. MISCELLANEOUS

- A. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- B. The Consultant shall be responsible for performance of all services required by this Contract. The Consultant does not act as the City's agent or employee.
- C. The Consultant will not assign or sublet its obligations to perform the services required by this Contract without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.
The Consultant shall furnish and its Subconsultants shall furnish all information and reports required hereunder.
- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Contract, the Engineer agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Contract, if any, shall not be construed against the City.
- E. This Contract shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Contract and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.
- F. This Contract represents the entire Contract between the City and the Consultant and supersedes all prior communications, negotiations, representations or Contracts, either written or oral. The parties may amend this Contract at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Contract at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Contract shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

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- I. This Contract is subject to City Council approval.
- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 - 1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 - 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 - 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public members, or public employee's official responsibilities.

"Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Consultant shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Consultant's operations, including, but not limited to the Consultant's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Contract shall be binding upon the respondent and upon its successors and assignees. This Contract shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Contract are matters of public record, but that the Engineer agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise.

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This Contract, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Contract and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

18. **TERMS AND CONDITIONS** - Federal Funding Conditions: The Contractor must comply with the conditions of federal funding as follows:

- A. **ANTI-KICKBACK ACT OF 1986:** Prohibits any payment or gratuity made for the purpose of inducing award of a subcontract or prime contract with the federal government. The Engineering Consultant shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by the sub Engineering Consultants with such regulations, and shall be responsible for the submission of affidavits required of sub Engineering Consultants thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.
- B. **DEBARMENT, SUSPENSION, AND INELIGIBILITY:** The Engineer represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status by any federal, state, or local regulatory authorities.
- D. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 2 CFR 200:** which revises the following, 24 CFR 570.502, 570.610 Engineering Consultant shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations", OMB Circular A-133, "Audits of Institutions of Higher Education, and Other Non-profit Institutions". Audits shall be conducted annually. Engineering Consultant shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related HMGP provisions.
- D. **AMERICANS WITH DISABILITIES ACT:** Engineering Consultant agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable with the Engineering Consultant and the activities to be performed by Engineering Consultant under the scope of this Contract. If employing more than fifteen (15) employees, Engineering Consultant agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A) -(L), Engineering Consultant agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, Engineering Consultant agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.
- E. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT:** The Engineer will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401-7671(q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387).

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

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The Engineer agrees to include these requirements in each subcontract exceeding Twenty-Five Thousand Dollars (\$25,000.00) financed in whole or in part with federal assistance provided by FEMA.

- F. Every exhibit, schedule and appendix attached to this Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise. This Contract, exhibits and other documents include, but are not limited to the Scope of Services and Schedule, Fee, Subconsultant Form, Invoicing Procedures, Prompt Payment Affidavit, the Conflict of Interest Statement, Non-collusion Affidavit, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Contract and set forth the entire understanding between the parties hereto regarding the subject matter hereof.
 - G. The Engineer acknowledges that Federal Emergency Management Agency (FEMA) and Hazardous Mitigation Grant Program (HMGP) financial assistance will be used to fund the Contract only. Successful Engineering Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, HMGP policies, procedures, and directives.
 - H. AMENDMENTS: The parties may amend the Contract at any time provided that such amendments are executed in writing, signed by a duly authorized representative of both parties, and approved, where applicable by the City's governing body. The City may in its discretion, amend the Contract to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change on the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Contract, such modifications will be incorporated only by written amendment and signed by both parties.
 - I. The City will maintain oversight to ensure the Engineer performs in accordance with all terms, conditions and specifications. The Engineer will be responsible for performance of all services required by the Contract.
 - J. ACCESS TO RECORDS: The Engineer agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Engineer which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.
- The Engineer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- The Engineer agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- In compliance with the Disaster Recovery Act of 2018, the City and the Engineer acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by FEMA Administrator or the Comptroller General of the United States.
- K. DHS SEAL, LOGO, AND FLAGS: The Engineer shall not use the DHS seal(s), logos, crests, or reproductions of flags or likeness of DHS agency officials without specific FEMA pre-approval.
 - L. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS: The Engineer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Engineer's actions pertaining to this contract.

Kimley-Horn
Safety Action Plan for the City of Columbia, SC

- M. LABOR STANDARDS AND DAVIS-BACON ACT: Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. Contractor will comply with the following conditions:
- a. Overtime requirements. No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.
 - c. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
 - d. Subcontracts. The contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier sub-contractor with the clauses set forth in paragraphs (a) through (d) of this section.

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Kimley-Horn
Safety Action Plan for the City of Columbia, SC

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

5/19/2025

NAME OF FIRM
KIMLEY-HORN

JONATHAN GARY SENIOR VICE PRESIDENT
Print: Name/Title

[Signature]
Signature

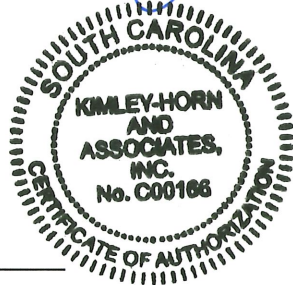
5.21.2025
Date

Date

(Corporate Seal)

Attest

[Signature]
Signature



5/21/2025
Date

Date

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List of Exhibits

Kimley-Horn
Safety Action Plan for the City of Columbia, SC

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultant/Subcontractor

Exhibit E – Federal Guidelines for Contracting and Federal Labor Standards

EXHIBIT A – SCOPE OF SERVICES

Project Understanding

The City of Columbia desires to prepare a formal Safety Action Plan (“SAP”) using SS4A funds awarded by USDOT. The SAP will build upon relevant components of the City’s prior planning efforts and highlight the overarching goals, objectives, and vision for the City’s transportation network and provide a starting point for project prioritization, existing conditions assessment, and progress monitoring. Kimley-Horn will utilize new data to develop a SAP that satisfies the SS4A application requirements and will assist with the grant application writing process to obtain an Implementation Grant. An alternative goal of the SAP will be to develop a prioritization framework for future transportation safety projects within the City. Our Scope of Services is outlined in the next section.

Scope of Services

The FY2023 SS4A Grant NOFO outlines the components of a comprehensive safety action plan (“Action Plan”) aimed at preventing roadway fatalities and serious injuries in a locality. With the exception of Task 1, each of the Tasks and Subtasks below begins with the description (signified by *italics*) provided by USDOT for the eight major components of the Action Plan.

Task 1 – Project Initiation, Management, and Coordination

Kimley-Horn will assist the City as they aim to produce the Action Plan in a manner such that it meets or exceeds all of the requirements of the SS4A Action Plan grant.

As part of this task, Kimley-Horn will undertake the following:

- A. Manage project staff, quality control, project schedule, and project accounting. Invoices will be prepared and submitted at project milestones to be determined by the City during project
- A. Hold a kickoff meeting to coordinate with City staff to formalize the goals and objectives of the Action Plan, with a focus on promoting safe, equitable, and cost-effective tools to help strengthen the City’s approach to roadway safety. This meeting will review the project schedule and establish key milestones for the project.
- B. Work with the City to identify public sector and private sector stakeholders that are representative of the community, with the intent to include the underserved communities and advocates for multimodal road users in outreach efforts throughout the process.
- C. Provide guidance/work with the City’s project team to identify desired attendees for the Safety Summit outlined in Task 2.
- D. Provide guidance/work with the City’s project team on the creation of a Safety Technical Advisory Committee (STAC) charged with oversight of the Action Plan development, implementation, and monitoring. Ensure that some representatives are selected from low-income and otherwise underserved communities within the City.
- E. Facilitate monthly one-hour coordination calls to discuss project progress and key milestones. Kimley-Horn will prepare meeting agendas for the monthly meetings at least two business days in advance and providing meeting summaries within two business days after the meetings. Meeting summaries will highlight key action items and the parties responsible for completing the action items, as appropriate.

Deliverables for this task will include all meeting materials and meeting summaries as applicable in digital format. Deliverables may also include any public engagement materials to be shared with the broader public, and any necessary website collateral relevant to the task, in coordination with the City’s project team and City Public Relations.

Task 2A – Leadership Commitment and Goal Setting

An official public commitment (e.g., resolution, policy, ordinance, or other) by a high-ranking official and/or governing body (e.g., Mayor, Board of County Commissioners, Tribal Council, MPO Policy Board, or other.) to an eventual goal of zero roadway fatalities and serious injuries. The commitment must include a goal and timeline for eliminating roadway fatalities and serious injuries achieved through one, or both, of the following:

- (1) the target date for achieving zero roadway fatalities and serious injuries, OR
- (2) an ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries.

As part of this task, Kimley-Horn will undertake the following:

- A. Conduct a Safety Summit to introduce the Action Plan process to City leadership and other relevant agency stakeholders and gather input to help guide the development of the City's Vision Zero Resolution. The Safety Summit will include information about Vision Zero and the Safe Systems Approach. Deliverables for the Safety Summit will include a presentation, informational materials, and a meeting agenda that will be provided to City staff in a digital format two weeks prior to the scheduled meeting. Meeting minutes will be provided in a digital format within one week after the meeting. This scope assumes that the City will identify and reserve an appropriate location for the Safety Summit.
- B. Draft a Vision Zero Resolution that can be adopted by the City Council publicly committing to a long-term safety goal of eliminating fatal and serious injury crashes and setting timeline targets. The Draft Vision Zero Resolution will be provided to City staff for review and comment and revised as necessary for Council adoption.

Deliverables for this task will include all meeting materials and meeting summaries as applicable in digital format. Deliverables may also include any public engagement materials to be shared with the broader public, and any necessary website collateral relevant to the task, in coordination with the City's project team and City Public Relations.

Task 2B – Planning Structure

A committee, task force, implementation group, or similar body charged with oversight of the Action Plan development, implementation, and monitoring.

As part of this task, Kimley-Horn will undertake the following:

- A. Establish policies and procedures to guide the STAC (as identified in Task 1) oversight activities.
- B. STAC Meetings (Four total meetings):
 - a. Meet with the STAC in-person at the outset of the Action Plan development to outline the goals and objectives of the Action Plan and the role of the task force in providing oversight for the development, implementation, and monitoring of the Action Plan.
 - b. Meet with the STAC virtually up to two times during the development of the Action Plan to provide preliminary analysis results, obtain input from task force representatives, and build consensus on the direction of the Action Plan.
 - c. Meet with the STAC virtually upon completion of the Draft Action Plan document to summarize the results and outline the role of the task force in overseeing implementation and monitoring of the Action Plan.

Draft meeting materials for the STAC meetings will be provided to the City in a digital format for review two weeks prior to each meeting. Meeting summaries will be provided to the City in a digital format within one week after each meeting. Deliverables may also include any public engagement materials to be shared with

the broader public, and any necessary website collateral relevant to the task, in coordination with the City's project team and City Public Relations.

Task 3A – Safety Analysis

Analysis of existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region. Includes an analysis of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (motorists, people walking, transit users, and others.). Analysis of systemic and specific safety needs is also performed, as needed (e.g., high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographic, and structural issues, and others.). To the extent practical, the analysis should include all roadways within the jurisdiction, without regard for ownership. Based on the analysis performed, a geospatial identification of higher-risk locations is developed (a High-Injury Network or equivalent).

As part of this task, Kimley-Horn will undertake the following:

- A. It is our understanding that the City has already requested crash data for Richland and Lexington Counties and will provide that data to Kimley-Horn. We will request necessary GIS data from the City for use in the analysis and Action Plan development. The City will also provide pedestrian and bicyclist count data.
- B. Review and categorize the crash reports according to crash severity, crash location, crash type, contributing factors, driver characteristics, and other notable characteristics identified during the review of the crashes.
- C. Create map(s) illustrating the locations of fatal crashes and map(s) illustrating the locations of serious injury crashes that were reported during the five-year analysis period.
- D. Create tables and/or graphics summarizing other trends in the fatal and serious injury crash history.
- E. Review the geographical distribution of crashes as it compares to the areas within the City identified as underserved communities and identify systemic safety concerns associated specifically with those areas.
- F. Public input obtained from the online mapping tool in Task 4 will also be considered in the safety analysis.
- G. Develop a High-Injury Network (HIN) for identified high-crash locations in the City.

A summary of the safety data analysis tables and/or graphics will be provided to the City for review and comment. Completed maps and GIS layers developed in this task will be provided to the City in as part of a packaged .aprx file. Deliverables for this task will include all meeting materials and meeting summaries as applicable in digital format. Deliverables may also include any public engagement materials to be shared with the broader public, and any necessary website collateral relevant to the task, in coordination with the City's project team and City Public Relations.

Task 3B – Equity Considerations

Plan development using inclusive and representative processes. Underserved communities are identified through data and other analyses in collaboration with appropriate partners. Analysis includes both population characteristics and initial equity impact assessments of the proposed projects and strategies.

As part of this task, Kimley-Horn will undertake the following:

- A. Utilize the most recent American Community Survey (ACS), Justice 40 resources, and other federally published equity data to identify census tracts representing underserved communities within the City.
- B. Direct outreach for the STAC and for general public engagement opportunities to residents and citizen groups representing these underserved communities to increase engagement and solicit input in development and implementation of the Action Plan.

- C. Assess the distribution of fatal and serious injury crash locations as they relate to the census tracts identified and identify trends in the crash data specific to these locations.
- D. Identify evidence-based safety strategies specifically relevant to these underserved communities within the broader catalogue of policy, process, and project recommendations identified in the Action Plan.

Deliverables for this task will include all meeting materials and meeting summaries as applicable in digital format. Deliverables may also include any public engagement materials to be shared with the broader public, and any necessary website collateral relevant to the task, in coordination with the City's project team and City Public Relations.

Task 3C – Policy and Process Changes

Assessment of current policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety. The Action Plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards, as appropriate.

As part of this task, Kimley-Horn will undertake the following:

- A. Review current policies, plans, guidelines, and manuals published by the City of Columbia, Richland County, Lexington County, Central Midlands Council of Governments, and SCDOT (as applicable) to identify existing processes and standards that directly or indirectly impact the safety conditions of the roadway network within the City.
- B. Review best practices and guidance from the Federal Highway Administration and USDOT for policy recommendations to promote safety in local policies, plans, guidelines, and manuals.
- C. Recommend systemic improvements to existing policies, plans, guidelines, and manuals to prioritize transportation safety within existing documents published by the City.
- D. Review planned and programmed infrastructure improvements from the County, the City, and SCDOT which could be revised to incorporate evidence-based safety strategies in conjunction with the planned improvements to the roadway network.

A summary of the policy/plans review, best practices findings, and recommended improvements to existing policies/plans and planned/programmed projects will be submitted to the City for review and comment. Deliverables for this task will include all meeting materials and meeting summaries as applicable in digital format. Deliverables may also include any public engagement materials to be shared with the broader public, and any necessary website collateral relevant to the task, in coordination with the City's project team and City Public Relations.

Task 3D – Strategy and Project Selections

Identification of a comprehensive set of projects and strategies, shaped by data, the best available evidence and noteworthy practices, as well as stakeholder input and equity considerations, that will address the safety problems described in the Action Plan. These strategies and countermeasures focus on a Safe System Approach, effective interventions, and consider multidisciplinary activities. To the extent practical, data limitations are identified and mitigated.

Once identified, the list of projects and strategies is prioritized in a list that provides time ranges for when the strategies and countermeasures will be deployed (e.g., short-, mid-, and long-term timeframes). The list should include specific projects and strategies, or descriptions of programs of projects and strategies, and explains prioritization criteria used. The list should contain interventions focused on infrastructure, behavioral, and/or operational safety.

As part of this task, Kimley-Horn will undertake the following:

- A. Analyze the historical crash data to identify specific emphasis areas to guide the determination of crash reduction strategies. Identify countermeasures to address the emphasis areas, with particular focus on emphasis areas that were identified within or by members of underserved communities within the City.
- B. In coordination with the City's project team, develop a menu of systemic countermeasures (countermeasure toolbox) that may be applicable in multiple locations within the City at varying levels of effectiveness. Countermeasures should be tailored to site-specific conditions to optimize effectiveness. The countermeasure toolbox will be organized by strategy type (Engineering, Enforcement, Education, Emergency Response) and will include information regarding the effectiveness of each countermeasure on reducing crashes. Countermeasures focused on vulnerable road users will be included as a specific category.
- C. In coordination with the City's project team, analyze the historical crash data to identify up to 10 high-priority segments and 10 high-priority intersections with a history of fatal and severe injury crashes. The extents of intersections and segments will be data-driven and developed in coordination with the City's project team. If high-priority locations are identified that have recent or ongoing projects that may impact crashes, coordination with the City's project team will determine how to proceed.
- D. Coordinate with the City to assess the high-priority segments and high-priority intersections and select up to 5 segments and 5 intersections for further review and conduct site reviews at each location to review existing conditions and identify site-specific improvements to enhance safety.
- E. Identify site-specific improvements at up to 5 high-priority segments, and 5 high-priority intersections. Each location will have specific improvements identified for short-, mid-, and long-term timeframes, as applicable. Improvements may vary in cost and complexity with some intended for short-term implementation and others requiring further study or additional funding for mid- and long-term implementation. Kimley-Horn will evaluate the potential effectiveness of each recommended improvement and note opportunities for funding, as appropriate.
- F. Estimate planning-level project costs for recommended improvements. Kimley-Horn will utilize the cost estimates to conduct cost-benefit analyses for the recommended improvements to determine which projects would provide the best return on investment for the City. Information outlining how the project costs were derived will be provided to the City and included in the Appendix of the Action Plan document.
- G. A succinct/brief location cut sheet will be developed for each of the 5 segment and 5 intersection locations, identifying the fatal and injury crash history at that location, patterns identified in the crash data, observations noted during the site reviews, recommended short-, mid-, and long-term improvements, and benefit-cost information. The format and style of these cut sheets will be coordinated with the City's project team.

Kimley-Horn has no control over the cost of labor, materials, equipment, over the methods of determining prices, over competitive bidding, or market conditions. Opinions of probable costs provided in accordance with this Agreement are based on the information known at the time the opinions of cost are developed and represent only Kimley-Horn's judgment as a design professional familiar with the construction industry. Actual costs for proposals, bids, or actual construction costs will be different.

- H. Develop a master list of countermeasures to help prioritize implementation, assuming that some project elements will be complementary and that applying them to multiple locations at once could lead to cost savings.

A summary of the strategy and project selections including the countermeasure toolbox, high-priority locations, and location summary sheets will be submitted to the City for review and comment. Deliverables for this task will include all meeting materials and meeting summaries as applicable in digital format. Deliverables may also include any public engagement materials to be shared with the broader public, and any

necessary website collateral relevant to the task, in coordination with the City's project team and City Public Relations.

Task 4 – Public Engagement, Collaboration, and Plan Alignment

Robust engagement with the public and relevant stakeholders, including the private sector and community groups, that allows for both community representation and feedback. Information received from engagement and collaboration is analyzed and incorporated into the Action Plan. Overlapping jurisdictions are included in the process. Plans and processes are coordinated and aligned with other governmental plans and planning processes to the extent practical.

As part of this task, Kimley-Horn will undertake the following:

- A. Directed outreach to the stakeholders identified in Task 1 will be undertaken to encourage participation in community workshops.
- B. Public engagement will consist of two (2) stages to provide opportunities for citizens, stakeholders, and community organizations to share concerns about existing safety issues and offer feedback on the proposed strategies and goals of the Action Plan. The first stage will provide an overview of the Action Plan and present existing conditions findings to gather public input; the second stage will present the overall Action Plan recommendations to gather public input. Kimley-Horn will partner with the City to host up to four (4) in-person drop-in style community workshops (anticipated 2 workshops for each stage) in the City. Kimley-Horn will have two (2) staff available to attend each in-person meeting. This scope assumes that City staff will be responsible for staffing the sign-in table and will have additional staff available to engage the public at the meeting. Kimley-Horn will prepare a brief recorded presentation that will play on-loop from a projector at the meeting that will summarize the Action Plan goals and objectives and discuss the role of the Action Plan for the City of Columbia. Large presentation display boards (24"x36") will be prepared to display crash maps and graphics and recommendations prepared in Task 3 at the meetings. Kimley-Horn will prepare sign-in sheets, project information handouts, and comment forms. Draft meeting materials will be provided for City staff review two weeks prior to the first meeting of each stage. Spanish translated versions of the project information handouts and comment forms will also be provided. This scope of services assumes that the City will coordinate the location of these meetings, be responsible for reservation fees (if applicable), and publish necessary public noticing.
- C. This scope assumes that the City of Columbia will host the project website and will provide the appropriate formatting/theme templates for our use. Kimley-Horn will create online materials and up to two (2) online surveys for the Action Plan for the two public engagement phases. The online materials will include the goals and objectives of the Action Plan, a project schedule including dates and locations for the community workshops, a map illustrating the crash history reviewed in Task 3, and an interactive feature for citizens to provide input specific to locations of safety concern within the City. We will use Kimley-Horn's PublicCoordinate tool for the interactive mapping, and the survey will be conducted using SurveyMonkey.
- D. Coordinate with overlapping jurisdictions, including Richland and Lexington Counties, Central Midlands Council of Governments, the SCDOT Office of Safety, and SCDOT District 1 to strive for consistency between plans, programs, and projects identified in the Action Plan and other planning documents and planned infrastructure improvements in the area.

Deliverables for this task will include all meeting materials and meeting summaries as applicable in digital format. Deliverables may also include any public engagement materials to be shared with the broader public, and any necessary website collateral relevant to the task, in coordination with the City's project team and City Public Relations.

Task 5A – Implementation Plan

The Action Plan components will be compiled into a Comprehensive Safety Action Plan for the City of Columbia. By including all eight components, the Action Plan will be eligible in subsequent rounds of SS4A grant funding for an Implementation Grant that can be directed toward design and construction costs of the recommended safety countermeasures identified in Task 3.

As part of this task, Kimley-Horn will undertake the following:

- A. Prepare a draft Action Plan for review by the City. The draft will include the objectives and goals identified in Task 2 and document the analysis and efforts conducted in Tasks 3 and 4 to pursue those objectives and goals. City staff from the project team as well as staff from the STAC and any other key staff or agency stakeholders as identified by the City's project team may review and comment on the draft Action Plan.
- B. Address one set of consolidated written comments on the draft Action Plan. Kimley-Horn will coordinate with the City regarding clarifications in the comments before revising the Action Plan to address the comments. A virtual meeting may be conducted to reach consensus with the City and other reviewers, as necessary.
- C. The City will post the Draft Action Plan online for public comment. The City will summarize the public input for consideration into the Final Action Plan as necessary.
- D. Revise and update the Action Plan to address City comments. Kimley-Horn will submit the final Action Plan in a digital format (PDF and InDesign package) to the City.

Deliverables for this task will include all meeting materials and meeting summaries as applicable in digital format. Deliverables may also include any public engagement materials to be shared with the broader public, and any necessary website collateral relevant to the task, in coordination with the City's project team and City Public Relations. All GIS .aprx files developed and all survey data collected (spatial GIS data, and SurveyMonkey responses in PDF format) will be provided to the City.

Task 5B – Progress and Transparency

Method to measure progress over time after an Action Plan is developed or updated, including outcome data. Means to ensure ongoing transparency is established with residents and other relevant stakeholders. Must include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries, and public posting of the Action Plan online.

As part of this task, Kimley-Horn will undertake the following:

- A. Develop a data collection reporting template for the STAC to monitor progress on the Action Plan, including a summary of costs for eligible projects and strategies carried out using SS4A grant funding, data regarding roadway safety outcomes, and documentation of any additional benefits (e.g., increased walking, biking, or use of transit with a commensurate decrease in crash frequency) yielded from Action Plan recommendations.
- B. Provide aggregated annual crash data on fatal crashes and serious injury crashes within the City for the period of performance for which the SS4A grant is awarded. Kimley-Horn will provide guidance to the City on how to continue aggregation of this data beyond the conclusion of this project in order to meet the requirements of the SS4A Action Plan grant.
- C. As noted in Task 5A, Kimley-Horn will submit the final Action Plan in a digital format to the City. The City should post the final plan publicly online to provide accessibility to the community and to meet the requirements of the SS4A grant.

Deliverables for this task will include all meeting materials and meeting summaries as applicable in digital format. Deliverables may also include any public engagement materials to be shared with the broader public, and any necessary website collateral relevant to the task, in coordination with the City's project team and City Public Relations.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Information Provided by the City

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives. The City shall provide a starting template for project documents that incorporates the City's branding and fonts. The City shall provide all information requested by Kimley-Horn during the project.

EXHIBIT B - SCHEDULE FOR COMPLETION OF SERVICES												
City of Columbus Safety Action Plan Schedule - Updated 4/21/25	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
Legend												
None												
Task Duration												
Deliverable Draft												
Deliverable Final												
Meeting												
Task 1: Project Initiation, Management, and Coordination												
Notice to Proceed & Kickoff Meeting												
Identify Safety Summit and and STAC members												
Project Management/Bi-weekly Check-in Meetings												
Task 2: Leadership Commitment and Goal Setting												
Safety Launch/STAC Meeting #1												
Goals & Objectives Development												
Vision Zero Resolution Development												
Citywide Safety Summit												
Additional STAC Meetings (Virtual)												
Task 3: Safety Analysis												
Data Collection & Summary-Level Analysis												
High-Injury Network Development												
Field Reviews												
Supplemental Crash Typing Analysis												
Equity/Underserved Communities - Safety Analysis, Engagement, and Strategy Development												
Policy and Process Review												
Draft Strategies, Projects, & Countermeasure Toolbox												
City Review/Address Comments												
STAC Review Period												
Final Strategies, Projects, & Countermeasure Toolbox												
Task 4: Public Engagement, Collaboration, and Plan Alignment												
Round 1 Workshops												
Round 1 Survey (including online)												
Round 2 Workshops												
Round 2 Survey (including online)												
Task 5: Implementation Plan												
Draft Safety Action Plan Report												
City Review/Address Comments												
STAC/Public Review Period												
Final Safety Action Plan Report												
Safety Action Plan Adoption												

EXHIBIT C – COMPENSATION

Scope of Services Task	Estimated Hours	Amount
Task 1 – Project Initiation, Management, and Coordination	38	\$7,500.00
Task 2 – Leadership Commitment and Goal Setting	26	\$5,000.00
Task 3 – Safety Analysis	222	\$32,500.00
Task 4 – Public Engagement, Collaboration, and Plan Alignment	95	\$15,000.00
Task 5 – Implementation Plan	135	\$20,000.00
Grand Total	516	\$80,000.00

Staff Hourly Rates

- » Jonathan Guy: \$93.46/hour
- » Joe Robertson: \$64.96/hour
- » Rick Reiff: \$80.58/hour
- » Nick Jehn: \$50.96/hour
- » Derek Loy: \$37.50/hour
- » Nat Heyward: \$60.30/hour
- » Mitchel Cooper: \$61.12/hour
- » John Provence: \$37.74/hour
- » Mariate Echeverry: \$79.34/hour
- » Melissa Helbert-Pogoloff: \$61.06/hour
- » Emily Giampietro: \$43.46/hour

EXHIBIT D - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/SUBCONTRACTORS

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

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

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

Key: Minority/Women Owned Business Enterprise Association Code

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

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

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

COMBINED TOTAL SUB AMOUNT \$ N/A

TOTAL CONTRACT AMOUNT: \$ \$80,000.00

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

Business Name: Kimley-Horn

Representative Name/Title: Jonathan Guy, PE, AICP, PTOE, Vice President

Date: 02/10/2025

EXHIBIT E – FEDERAL GUIDELINES FOR CONTRACTING AND FEDERAL LABOR STANDARDS

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

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

1. RELIGIOUS ACTIVITIES - 24 CFR 570.200 (j)

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

2. POLITICAL ACTIVITIES - 24 CFR 570.207

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

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

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

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

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

4. GENERAL-24 CFR 570.600

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

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

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

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

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

7. SECTION 3

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

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

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

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

For more information:

Housing and Urban Development (HUD) Section 3 Regulation

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

HUD Section 3 Benchmarks (Section 3 Projects)

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

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

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

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

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

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

10. BUILD AMERICA, BUY AMERICA (BABA)

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

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

For purpose of this clause:

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

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

11. ENVIRONMENTAL STANDARDS - 24 CFR 570.604

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

12. NATIONAL FLOOD INSURANCE PROGRAM - 24 CFR 570.605

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

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

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

14. EMPLOYMENT AND CONTRACTING OPPORTUNITIES - 24 CFR 570.607

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

15. LEAD-BASED PAINT - 24 CFR 570.608

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

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

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

The Contractor is subject to non-procurement Debarment and Suspension Regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. pt. 180 (2 C.F.R. §200.212). The Agreement is a covered transaction for the purposes of C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor(s), its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).

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

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

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

16. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL FUNDS - 24 CFR PART 200

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

17. CONFLICT OF INTEREST - 24 CFR 570.611

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of CONTRACTOR who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest

subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for the Contractor or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

18. LIMITED ENGLISH PROFICIENCY (LEP)

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

19. DRUG-FREE WORKPLACE

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

20. ANTI-LOBBYING

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or

employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

21. AMERICANS WITH DISABILITIES ACT

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

22. ACCESS TO RECORDS

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

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

23. CONFIDENTIALITY

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

24. INTEREST OF CONTRACTOR

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

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

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

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

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

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

- a) knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval;
- b) knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim;
- c) conspires to commit a violation of subparagraph a), b), c), d), e), f), or g);
- d) has possession, custody, or control of property or money used, or to be used, by the Government and knowingly delivers, or causes to be delivered, less than all of that money or property;
- e) is authorized to make or deliver a document certifying receipt of property used, or to be used, by the Government and, intending to defraud the Government, makes or delivers the receipt without completely knowing that the information on the receipt is true;
- f) knowingly buys, or receives as a pledge of an obligation or debt, public property from an officer or employee of the Government, or a member of the Armed Forces, who lawfully may not sell or pledge property; or
- g) knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the Government, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to the Government, is liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 ([28 U.S.C. 2461](#) note; [Public Law 104-410 \[1\]](#)), plus 3 times the amount of damages which the Government sustains because of the act of that person.

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

This contract is subject to Contract Disputes.

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

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

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

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

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

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

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

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

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

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

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

27. DISPUTES

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

28. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

29. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

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

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

30. USE OF RECOVERED MATERIALS

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

31. OVERSIGHT - 2CFR 200.318(b)

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

32. SYSTEM FOR AWARD MANAGEMENT (SAM)

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

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

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

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

33. DHS SEAL, LOGO, AND FLAGS

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

34. RIGHTS TO INVENTIONS

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

Federal Labor Standards Provisions

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

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

Previous editions are obsolete

form HUD-4010 (06/2009)
ref. Handbook 1344.1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as

an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



MEETING DATE: June 10, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Construction Contract for the Laurel Street Resurfacing Project, as requested by the Public Works Department on March 6, 2025. Award to Armstrong Contractors, LLC, in an amount not to exceed \$308,603.28, 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.

REQUISITION NO.: R233039

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Street Resurfacing Capital Project - Repave Laurel - Capital Project Costs (4079999-SR915801-658650). The original budget amount is \$308,603.28.

CLEAN WATER 2020?: No

PURPOSE:

Armstrong Contractors, LLC is the prime contractor and will provide paving services at 75.71% (\$194,669.40) of the total contract amount.

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

Southern Commercial, located in Lexington, SC, will provide traffic control at 5.36% (\$13,800.00) of the total contract amount.

Peek Pavement Marking, LLC, located in Columbus, GA, will provide temporary and thermoplastic pavement markings at 9.13% (\$23,500.00) of the total contract amount.

Walker Brothers, Inc., located in Lexington, SC, will provide traffic loops at 9.80% (\$25,200.00) of the total contract amount.

There were four (4) responsive and responsible bids received for this project under

BID029-24-25-LB.

Base Bid	\$257,169.40
Contingency	\$ 51,433.88
Total	\$308,603.28

ATTACHMENTS:

- **#a:** Laurel St Paving Interoffice Memo(CTC) (DOCX)
- **#b:** Contract approved by legal (PDF)
- **#d:** Official Bid Tabulation (PDF)
- **#e:** BIR Form - Laurel Street Resurfacing (PDF)



Public Works, Street Division

INTEROFFICE MEMORANDUM

TO: LATRELL BOWDRY, PROCUREMENT SPECIALIST 1
DEPARTMENT OF PROCUREMENTS & CONTRACTS

FROM: VICTOR ATLAS, ASSISTANT STREET SUPERINTENDENT
PUBLIC WORKS

SUBJECT: BID 029-24-25-LB LAUREL STREET RESURFACING PROJECT

DATE: 5/13/2025

After thorough review of the official bid tabulation for the resurfacing of Laurel Street from Harden Street to Two Notch Road, the City has selected Armstrong Construction to provide this service. We are requesting the subtotal amount of \$257,169.40, with a 20% contingency of \$51,433.88, for a total of \$308,603.28 for this project.

This project was requested by The Richland County Transportation Committee (CTC) and funded by C Program Administration funds.

Contract

City of Columbia, South Carolina

Laurel Street Resurfacing Project

BID029-24-25-LB

This Contract is made by and between the City of Columbia, South Carolina, hereinafter called Owner, and Armstrong Contractors, LLC with legal address and principal place of business at 600 Longtown Road Columbia, SC 29229, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by City of Columbia.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be thirty (30) consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work 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 as Two Hundred Fifty-Seven Thousand One Hundred Sixty-Nine Dollars Forty Cents (257,169.40). This Contract also provides for an additional contingency in the amount of Fifty-One Thousand Four Hundred Thirty-Three Dollars and Eighty-Eight Cents (\$51,433.88) to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT.

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

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

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

ARTICLE 7. LIQUIDATED DAMAGES.

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Two Hundred Fifty Dollars and Zero Cents (\$250.00)** per day for each calendar day of delay until the Work is complete.

7.2 Liquidated damages will be assessed for the above listed amounts for each and every day the Work remains incomplete beyond the date of Substantial Completion and the date of Final Completion, either date being independent of the other.

7.3 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 Specifications.

9.2.7 Location Map.

9.2.8 Addenda numbers 1 to 5, inclusive.

9.2.9 Any modifications, including Change Orders, duly delivered after execution of Contract.

ARTICLE 10. TERMINATION.

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

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

ARTICLE 11. MISCELLANEOUS.

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

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

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

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

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

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date:

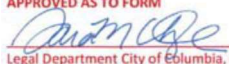
Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

APPROVED AS TO FORM


Legal Department City of Columbia, SC

5/27/2025

Attest

Address for giving notices:

Department of Procurement and Contracts1800 Main Street, 2nd FloorColumbia, SC 29201Date:

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

Event Number	BID029-24-25-LB	Organization	City of Columbia, SC
Event Title	Laurel Street Resurfacing Project	Workgroup	Purchasing
Event Description	Pre-Bid Meeting will be held April 15, 2025	Event Owner	LaTrelle Bowdry
Event Type	IFBs	Email	vasthi.bowdry@columbiasc.gov
Issue Date	4/3/2025 02:00:02 PM (ET)	Phone	
Close Date	5/6/2025 02:00:00 PM (ET)	Fax	

OFFICIAL BID TABULATION

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Armstrong Contractors	Columbia	SC	5/6/2025 12:40:42 PM (ET)	1	\$257,169.40
Palmetto Corp of Conway	Conway	SC	5/5/2025 02:40:37 PM (ET)	1	\$357,155.00
In Line Paving Industries, LLC	Lexington	SC	5/6/2025 11:37:57 AM (ET)	1	\$377,938.96
C. R. Jackson, Inc.	Columbia	SC	5/6/2025 01:34:56 PM (ET)	1	\$415,904.00

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

APPENDIX - BUSINESS INFORMATION RECORD for SUBCONSULTANTS/SUBCONTRACTORS

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

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

Business Name (as shown on W9 or SAM.gov) / 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)
Southern Commercial	N/A V015410	Traffic Control	\$13,800	5.36%	WBE	BF
Peek Pavement Marking LLV	N/A V015969	Temporary & Thermoplastic Pavement Markings	\$23,500	9.13%	N/A	N/A
Walker Brothers Inc	N/A V001108	Traffic Loops	\$25,200	9.80%	N/A	N/A

Key: Minority/Women Owned Business Enterprise Association Code

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

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

COMBINED TOTAL SUB AMOUNT \$62,500

TOTAL CONTRACT AMOUNT: \$257,169.40

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

Business Name: -Armstrong Contractors LLC

Representative Name/Title: Erik MacDonald/Estimator & PM

Date: 05/06/25

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Southern Commercial Development, LLC

Company Name

1326 S. Lake Dr. Lexington, SC 29073

Physical Address

1326 S. Lake Dr.

Mailing Address

Lexington, SC 29073

City/State Zip Code + 4

803 808-3600

()
Phone number

()
Fax number

Sherita Evans

Susie Snipes

Primary Contact Name

Secondary Contact Name

sevens@scdevelopmentllc.com

ssnipes@scdevelopmentllc.com

Primary Contact Email Address

Secondary Contact Email Address

N/A

N/A

Federal ID #

Vendor #

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

Peek Pavement Marking LLC

Company Name

4600 Peek Industrial DR

Physical Address

PO Box 7337

Mailing Address

Columbus, GA

31908

City/State Zip Code + 4

706 563-5887

()
Phone number

()
Fax number

Brad Dye

N/A

Primary Contact Name

Secondary Contact Name

estimating@peeksafety.com

Primary Contact Email Address

Secondary Contact Email Address

N/A

N/A

Federal ID #

Vendor #



MEETING DATE: June 10, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve the Purchase of a 2025 Cementech C60 Concrete Truck, as requested by the Street Division on April 29, 2025. Award to Dobbs Equipment Southeast, LLC, using the Sourcewell Cooperative Contract in the amount of \$389,600.00. This vendor is located in Albany, GA.

REQUISITION NO.: R233978

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Streets-Storm Drains - Auto, Trucks, Heavy Equipment-Capital (5534203-658500) \$340,000.00; Streets-Water and Sewer Repair - Auto, Trucks, Heavy Equipment-Capital (5513202-658500) \$49,600.00. The original budget amount is \$389,600.00.

CLEAN WATER 2020?: No

Sourcewell Contract #060122-CMT

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

ATTACHMENTS:

- **#a:** Memo Letter For Cementech Truck for council (DOCX)
- **#b:** Dobbs Equipment Quote (PDF)
- **#c:** Sourcewell Contract #060122-CMT (PDF)



Public Works Department

INTEROFFICE MEMORANDUM

TO: HAROLD REED, PROCUREMENT
FROM: ROBERT A ANDERSON, PUBLIC WORKS DIRECTOR
SHANNON LIZEWSKI, DIRECTOR OF PROCUREMENT AND
CONTRACTS/PURCHASING AGENT
SUBJECT: CEMENTECH CONCRETE TRUCK
DATE: 6/4/2025

The Street Division is requesting to purchase a cementech truck and body using the sourcewell contract from Dobbs Equipment for the amount of \$389,600.

The cementech truck is a fully automated cement and flowable fill mixer. This cement truck and body, mixes, batches and pours up to 10 yards of concrete. Utilizing this type of equipment will reduce the needs for a concrete truck to visit and fill at a concrete plant for each batch thus increasing efficiency for our crews.

SOLD TO: **Company:** City of Columbia
Contact: Jerry Showers
Address: 1800 Main Street
Columbia, SC 29201

SHIP TO: City of Columbia
1800 Main Street
Columbia, SC 29201

Cell No:
Phone No.: 803-545-3797
Date: 5/15/25
Sales Person: Daniel dstern

Ship Method: CUSTOMER TO ARRANGE
E.X.W Factory-Indianola, Iowa

TERMS: 20% with Order,
Deposit is non-refundable. Balance on or before Delivery.
The remainder of the 20% deposit balance is due 30 days
prior to start of production.

MODEL	DESCRIPTION	BASE PRICE
C60	PRODUCE UP TO 60 CUBIC YARDS OF CONCRETE PER HOUR	168,273
OPTIONS INCLUDE:		Qty
360 SWIVEL LIFT CHUTE		1,240
360 DEGREE SWIVEL CHUTE WITH THE ADDED ABILITY TO LIFT THE ENTIRE FIRST CHUTE ASSEMBLY OVER THE END OF THE MIXER AND OUT OF THE WAY FOR POURING INTO PUMPS		
ALUMINUM CHUTES		232
TWO ALUMINUM CHUTES IN LIEU OF STANDARD CHUTES. INCLUDES BRACKET TO STORE CHUTES WHILE NOT IN USE.		
AUTOMATED GATES		5,771
REDUCE OPERATOR ERROR THROUGH AUTOMATION. AGGREGATE GATES WILL SELF ADJUST TO THE REQUIRED HEIGHT BASED ON SELECTED MIX DESIGN.		
CALIBRATION KIT (1/4 YARD)		692
1/4 YARD ALUMINUM, COLLAPSIBLE YIELD BOX WITH DIGITAL SCALE AND MEASURING CUPS TO AID IN CALIBRATION OF THE UNIT.		
EXTENSION RING - TWO YARD		2,381
ADDS TWO ADDITIONAL YARDS OF CAPACITY TO AGGREGATE BINS. TOTAL CAPACITY WOULD BE 10 YARDS.		
FIBER CHOPPER		3,829
FIBER CHOPPER CUTS, PROPORTIONS, AND DISPENSES HIGH STRENGTH AR GLASS FIBER. DISPENSING RATE UP TO 18 OZ. OF FIBER PER MINUTE.		
HYDRAULIC CEMENT BIN		742
CLOSED-LOOP HYDRAULICALLY DRIVEN CEMENT BIN ALLOWS FOR INDEPENDENT OPERATION OF THE BIN FROM CONVEYOR FOR EASIER CALIBRATION AND EXPANDED RANGE OF CEMENT RATIOS		
MIXER DIAPER		344
MIXER DIAPER UNDER MIXING THROAT TO CATCH MATERIALS AND PREVENT THEM FROM SPILLING. STANDARD COLOR IS YELLOW.		
STROBE LIGHTS - 6		1,116
2 LIGHTS MOUNTED ON THE WATER TANK POINTING FORWARD, 2 ON THE BACK OF THE CEMENT BIN POINTING REARWARD, 1 ON EACH SIDE OF THE CEMENT BIN POINTING TO THE SIDES		
TARP - BLACK MESH		3,241
ELECTRIC MOTOR OPERATED MESH TARP TO HELP SECURE YOUR AGGREGATES DURING TRANSIT. SWITCH WILL BE MOUNTED ON THE BIN SUPPORT.		
THIRD ADMIXTURE SYSTEM (HIGH RANGE)		2,255
USED FOR ADMIXES THAT REQUIRE 5 OUNCES OR MORE ADDITION RATE PER 100 LBS OF CEMENT. THE ADMIX MUST BE DILUTED TO ACHIEVE PROPER CONSISTENCY AND FLOW RATE THROUGH THE FLOW METER. SYSTEM INCLUDES A 35 GALLON (132 LITER) POLY TANK, ELECTRIC PUMP AND FLOW METER WITH BUILT IN ADJUSTABLE SETTINGS.		

TICKET PRINTER IN CAB	1	1,292
THERMAL TICKET PRINTER IN THE CAB PRINTS A 3" WIDE BATCH TICKET WITH KEY REPORTING INFORMATION FOR CUSTOMERS, INSPECTORS OR ENGINEERS		
TRANSMISSION INTEGRATION - AUTOMATIC (INCLUDES ROLL AND POUR CAPABILITY)	1	1,578
TRANSMISSION INTEGRATION - AUTOMATIC (INCLUDES ROLL AND POUR CAPABILITY)		
WIRELESS REMOTE CONTROL	1	5,908
FULL FUNCTION WIRELESS REMOTE CONTROL TO OPERATE THE UNIT INDEPENDENT FROM THE CONTROL PANEL.		
UPGRADE TO HEAVY HITTER VIBRATORS - SAND AND STONE	1	1,139
UPGRADES SAND AND STONE SIDE VIBRATOR TO HEAVY HITTER CONFIGURATION FOR INCREASE BIN MOVEMENT TO HELP REDUCE BRIDGING		
HYDRAULIC PRESSURE WASHER	1	3,823
3GPM 3,000PSI HYDRAULICALLY POWERED PRESSURE WASHER WITH 35' HOSE REEL AND QUICK DISCONNECT WAND		
PNEUMATIC FILL	1	2,129
4" FILL PIPE TO PNEUMATICALLY FILL THE CEMENT BIN. INCLUDES TWO POP-UP FILTER VENTS IN THE TOP OF THE CEMENT BIN CAPS.		
CAMERA - REAR VIEW ONLY	1	1,183
REAR VIEW CAMERA WITH IN-CAB DISPLAY AND LIVE VIEW ONLY. NO DVR.		
<u>TRUCK & TRAILER SECTION:</u>	<u>Qty</u>	<u>Price</u>
MOUNTING - CTI SUPPLIED TRUCK	1	4521.00
CEMEN TECH PROVIDED CHASSIS.		
TRUCK PURCHASE	1	0.00
DUE TO DELIVERY AND PREPARATION, NEW TRUCK PURCHASES MAY HAVE UP TO 1,500 MILES ON THE ODOMETER.		
TRUCK PUSHER - SINGLE 13.5K AXLE	1	9710.00
SINGLE ADDED 13.5K PUSHER. TRI AXLE FENDERS IN BASE UNIT PRICING.		
TRUCK STOCK - 2025 WESTERN STAR 47X SBA, CUMMINS X12, 173" CT	1	170929.00
CUMMINS X12- 500HP & 1700LB/FT TQ, ALLISON 4500RDS AUTOMATIC TRANSMISSION, 20K FRONT AXLE, 46K TANDEM REAR AXLE, HENDRICKSON HAULMAAX SUSPENSION, 173" CT. ALL CEMEN TECH WESTERN STAR TRUCKS COME STANDARD WITH A 2 YEAR / 200,000 MILES BASIC COVERAGE WARRANTY. TRUCK PRICING IS SUBJECT TO CHANGE AND MAY INCREASE IF THE TRUCK MANUFACTURER ISSUES A MANDATORY SURCHARGE BETWEEN THE TIME OF YOUR ORDER AND THE TIME OF SHIPMENT.		
CARB 22 IS AN ULTRA-LOW NOX REGULATION. CARB 22 CERTIFICATION INCLUDES A 5 YEAR / 350,000 MILES EXTENDED WARRANTY COVERING THE ENGINE AND THE AFTER-TREATMENT SYSTEM, COVERING FAILURES THAT TRIGGER A MIL (MALFUNCTION INDICATOR LAMP).		

NOTE: Standard unit color is white and gray.
Standard Chassis color is white.

Base Unit Price:	168,273
Unit Options Total:	38,895
Less Discount:	7,228.20
Unit Total Price:	199,940.00

4% Sourcewell discount on Base Unit plus Options.

Truck | Trailer Section Total: 185,160.00

Est. Freight Amount: 4,500.00

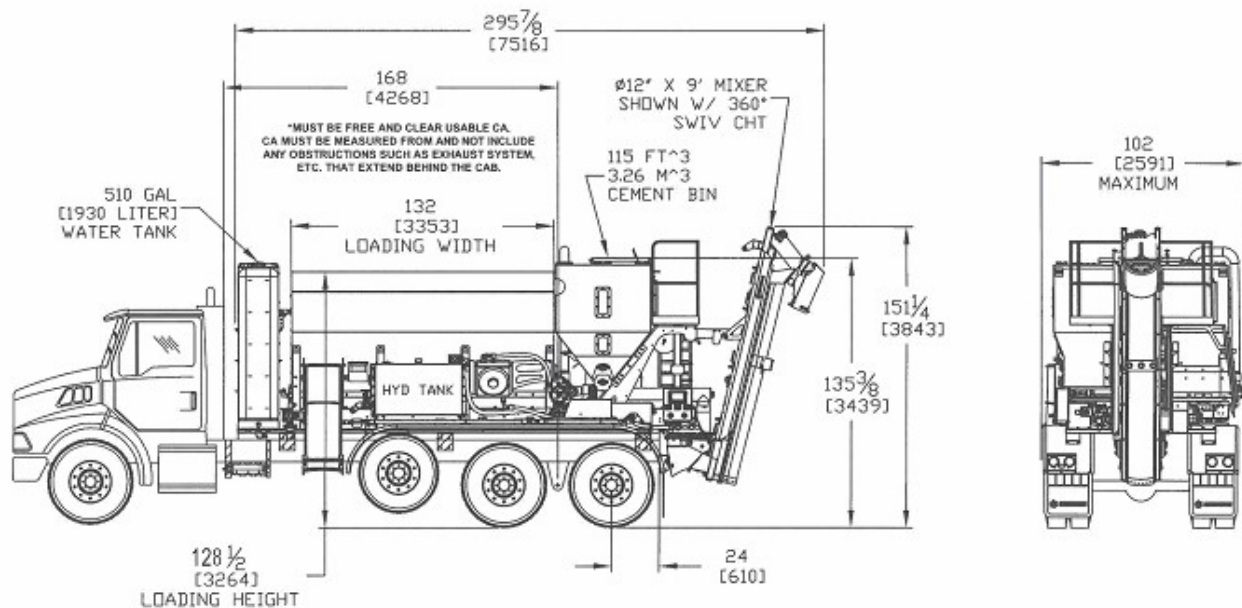
Total Per Unit:	\$389,600.00
Quantity:	1
TOTAL:	\$389,600.00

Currency - USD

- Any applicable taxes and fees are the responsibility of the customer.
- Changes to the order after acceptance will incur additional charges.
- The remainder of 20% deposit balance is due 30 days prior to start of production.
- Estimated freight pricing is only an estimate. The amount may change depending on when and where the equipment is shipped. The exact freight cost will be included on the final invoice.
- For all custom color mixers and chassis, a non-refundable 20% deposit is required due at time of signing the order. Any orders containing custom color chassis and/or mixers are non-cancellable after time of order.

CONTROL YOUR CONCRETE™

WITH THE C60 ELECTRONIC MIXER



10 Yard Specifications*

AG-BIN CAPACITY	340 cu ft/9.6 m ³
CEMENT BIN CAPACITY	115 cu ft/3.25 m ³
PRODUCTION CAPACITY	10 yd/6.12 m
PRODUCTION RATE	60 yd/hr/45.87 m/hr
MIXER DIAMETER	12 inches/.3 meters
MIXER SPEED (MAX)	260 RPM
HYDRAULIC TANK CAPACITY	65 Gal/246 L
CONVEYOR SPEED (MAX)	50 RPM
WATER TANK (Baffled)	510 Gal/1930 L
HIGH FLOW ADMIX TANK	35 Gal/132.4 L
LOW FLOW ADMIX TANK	12 Gal/45.4 L
POWER SWIVEL	122 Degrees

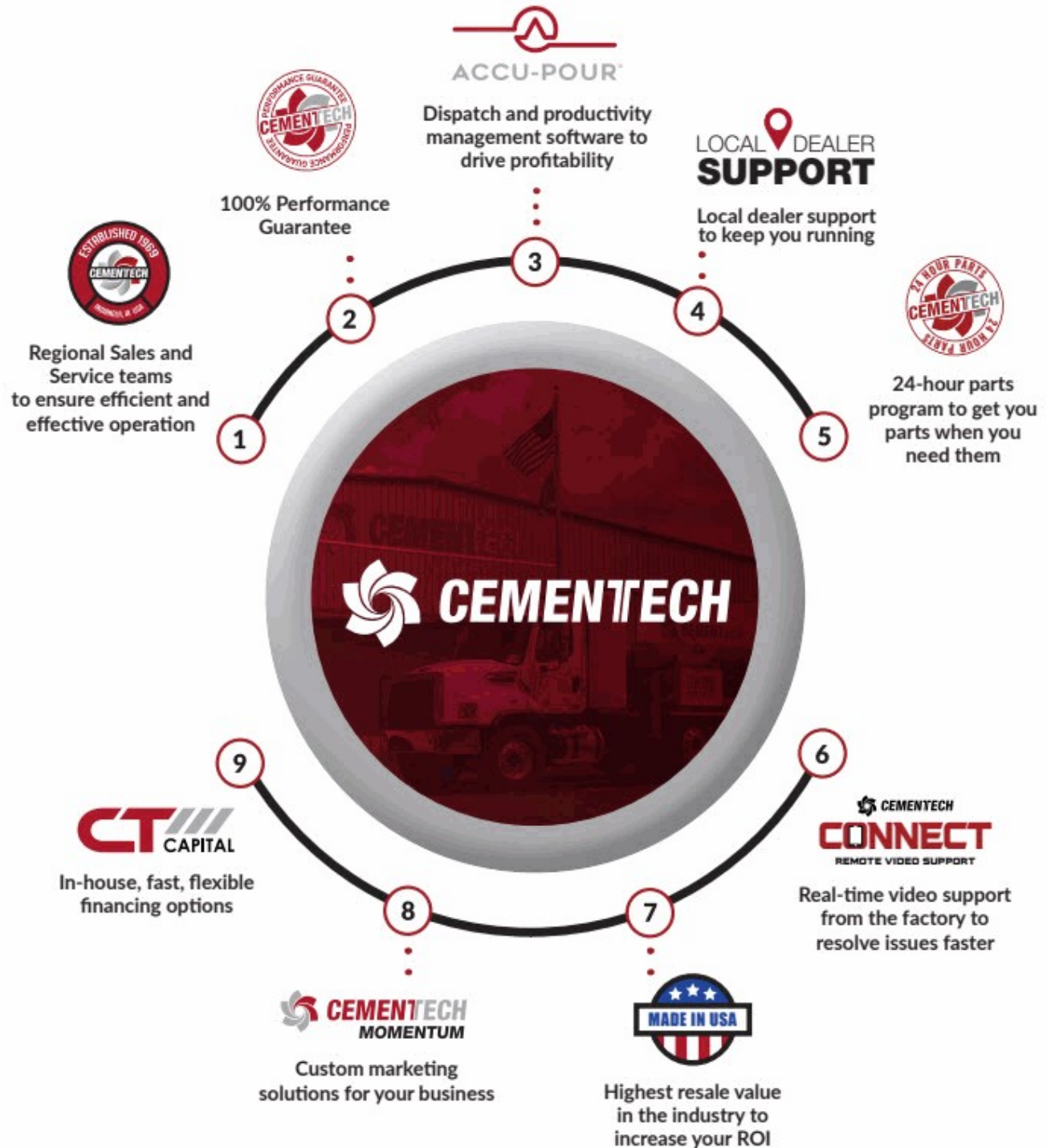
*Specifications provided are approximations
 *Standard unit color is white

ADDITIONAL FEATURES

- Electronic Control Display
- Two Speed Cement Bin
- Water Flow Meter
- Admix Flow Meters
- 360° Swivel Chute
- 5 LED Work Lights
- Work Platform
- Sand, Stone, Cement Vibrators
- IBS Bearing
- Water Hose Reel
- Power Swivel
- Tri-Axle Fenders



Experience more with Cemen Tech



We are here to partner with you.
Let us show you how to grow your business with Cemen Tech.



BENEFITS OF VOLUMETRIC TECHNOLOGY

TAKE CONTROL OF YOUR CONCRETE

Eliminate the dependency on local ready mix Producers; deliver where and when you want.

ADOPT TECHNOLOGY EASIER

Cemen Tech walks you through the start-up process to ensure your employees are trained and operating the equipment effectively.

INCREASE YOUR VERSATILITY

Get more projects done faster.
No more waiting - complete the project on your schedule.

MINIMIZE YOUR RISK

Maximize uptime through our innovative technical support tools and representatives so your investment is operating at full capacity.

MANAGE YOUR NEW EQUIPMENT

Utilize ACCU-POUR™ software to maximize the return on your investment (ROI) and understand exactly what your investment is doing every day.

GAIN MORE KNOWLEDGE

Customized training plan ensures the transition to your new solution goes smoothly.

INCREASE YOUR FLEXIBILITY

Win more bids and gain access to more working capital by reducing your material costs.

PROFITABILITY

Pour precisely what you need to save on costs, eliminate concrete waste, and complete more jobs daily—maximizing profit on every project.

WHAT WE OFFER OVER OUR COMPETITION

Cemen Tech delivers proven value that competitors simply cannot match. While some units might cost less upfront, only Cemen Tech offers a complete, reliable solution that sets you up for long-term success. By purchasing a full business solution from Cemen Tech, your success in concrete is guaranteed.



THE BREAKDOWN

Utilize Tech to Gain Efficiencies	\$10,680
Market Your Business Better	\$28,080
Highest Resell Value	\$20,000
User Group Access	\$28,080
Minimize Mistakes	\$5,616
Full Solution Knowledge	\$11,700
Real-Time Video Support	\$7,020
Faster Parts Availability	\$11,700
Improved Cement Accuracy	\$5,616
Improved Aggregate Accuracy	\$5,616
Maximize Productivity	\$9,360
Industry Best Training	\$2,340
Stock Available for Fast Delivery	\$11,700

ADDITIONAL VALUE \$157,508

1-800-247-2464

CEMENTTECH.COM



We Have The Solution

Cemen Tech Equipment Financing

We are committed to your financial success. Our solutions combine convenience and seamless service with flexibility, backed by industry experience and in-depth product knowledge.

Convenient

We know your time is valuable. We streamline the process to save you time and effort to allow you to focus on your business.

Flexibility

We recognize that every business is different and unique set of needs. We will work with you to find the solution that align with your goals.

Industry experience

Our team brings extensive industry experience helping you navigate the complexities of equipment financing.

Committed

Our unwavering commitment is centered on your success. As part of the Cemen Tech family we are focused on changing the industry and changing people's lives.

CEMENTECHCAPITAL.COM

- 1. **Parties.** Cemen Tech, Inc., is identified herein as "Seller." The party purchasing the items described is identified as "Purchaser."
- 2. **Prices.** Prices quoted by the Seller are guaranteed for thirty (30) days from the Quote Date on the front of the purchase order. Prices are subject to change on purchase orders received in our office thereafter. Payment of the purchase price is to be made at the Seller's place of business: 1700 North 14th Street, Indianola, Iowa.
- 3. **Acceptance.** The purchase order is subject to approval and acceptance by the Seller at its office in Indianola, Iowa.
- 4. **Taxes.** Purchaser is responsible for the payment of all sales and use taxes.
- 5. **Warranties.** The Seller warrants that it will repair or replace, without charge, any part that is defective in workmanship or material and is returned to the Seller at Indianola, Iowa, freight prepaid, within three hundred sixty-five (365) days of delivery to the Purchaser. SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE, EXCEPT FOR THE ABOVE EXPRESS WARRANTY, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. SELLER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF SUCH EQUIPMENT OR FOR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, REVENUE, OR OTHER FINANCIAL LOSSES). Purchaser's exclusive remedy shall be repair or replacement of defective parts, and in no event whatsoever shall Seller be otherwise liable. This warranty does not apply to chassis or other components or parts that are not manufactured by Seller. Such chassis, components, and parts may be covered by a warranty provided by their respective manufacturers. Progressive, incidental, or consequential damage caused by these manufacturers' components to any other parts, including but not limited to parts installed by Seller, is excluded from Seller's warranty coverage.
- 6. **Axle Loading Disclaimer.** Legal axle loading (weight) is governed by federal, state, and local regulations. The choice of an appropriate chassis is strictly the Purchaser's decision, and it will affect the allowable carrying capacity of Seller's equipment. Axle loading restrictions vary by locality, as well as the type of roadway and the time of year. It is the Purchaser's sole responsibility to be familiar with and follow axle loading restrictions wherever the Purchaser operates Seller's equipment. The Seller does not warrant its equipment to be compliant with any axle loading restrictions.
- 7. **Payment and Interest.** The unit must be paid for in full within 15 days of the completion date to avoid interest and storage charges of \$500 USD per week. After 45 days, the Purchaser forfeits their deposit, and Seller reserves the right to resell the unit at the Purchaser's expense. All deposits for Custom Orders (defined below) are non-refundable.
- 8. **Attorney(s) Fees and Expenses.** Purchaser shall pay Seller's reasonable attorney's fees and expenses incurred in enforcing or defending this agreement and claims related thereto.
- 9. **Business Use.** Purchaser warrants that the subject equipment is being purchased for use primarily in business and not for personal, family, or household purposes.
- 10. **Representations.** This purchase order constitutes the complete agreement between the parties and cannot be amended or modified except by a written statement signed by the parties. Sales representatives do not have the authority to amend, modify, or waive the printed terms and conditions stated herein. Additional fees ranging from \$500 to \$2,000 USD may be applied to the final invoice if any modifications are needed after receipt of the signed order; these fees will be in addition to the cost of any modifications.
- 11. **Captions.** Captions appearing herein are for convenience purposes only and do not alter or affect the interpretation or construction of any paragraph herein.
- 12. **Savings Clause.** If any provision herein is deemed to be unconscionable or unenforceable for any reason, the remaining provisions of the agreement shall remain in force, or the agreement shall be cancelled at the sole discretion of the Seller.
- 13. **Place of Contracting.** This purchase order is deemed by the parties to have been accepted and entered into the State of Iowa and will be interpreted under the laws of the State of Iowa.
- 14. **Venue.** The parties hereby agree that Warren County, Iowa, is an appropriate and convenient forum for any action brought to enforce the terms and conditions of this agreement.
- 15. **Non-Solicitation.** The direct Purchaser and/or final Purchaser of the Products agree that they will not solicit Seller's personnel for purposes of employment for a period of two (2) years following their most recent Purchase Order. In the event Purchaser(s) hires a current employee of Seller, Purchaser(s) shall be liable to Seller for damages equal to one (1) year's wages of the employee hired.
- 16. **Shipping.** Shipping terms will be E.X.W. Indianola, Iowa.
- 17. **Custom Requirements.** For all mixers and/or truck chassis that require a modification from our standard build (e.g., non-white color, tag axle, tandem drive) (referred to herein as "Custom Orders"), a 20% non-refundable deposit is required at the time of signing the order. Any Custom Orders for the mixer and/or truck chassis are non-cancellable after the order has been placed and the deposit received.

Accepted By: Dobbs Equipment

Authorized By: _____
(Authorized Signature)

Title: _____

Date: _____

Accepted By: _____

Authorized By: _____
(Authorized Signature)

Title: _____

Date: _____



Cemen Tech

Roadway paving

#060122-CMT

Maturity Date: 8/1/2026

Website: cementech.com/government-purchasing/

Products & Services

Products & Services

Sourcwell contract 060122-CMT gives access to the following types of goods and services:

- Mobile cement mixers
- Stationary cement mixers
- Cement silos
- Training services

Contact us

Have questions about a contract or cooperative purchasing?

[Contact our dedicated team online](#) or call 877-585-9706.



MEETING DATE: June 10, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve the Purchase and Installation of a new Heating, Ventilation, and Air Conditioning (HVAC) Chiller Replacement System at EdVenture Children's Museum, as requested by the Support Services Division on May 28, 2025. Award to Trane, using the OMNIA Partners Cooperative Contract in an amount not to exceed \$575,000.00, which includes contingency. This vendor is located in West Columbia, SC.

REQUISITION NO.: R234482

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: HospitalityTax Fund Balance - Capital Project - Professional Services (4039999-658650). The original budget amount is \$575,000.00.

FOCUS AREAS: Innovative & High Quality Municipal Services

OMNIA Partners Racine #3341

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

ATTACHMENTS:

- **#a:** EdVenture HVAC Chiller and Funding Memo (DOCX)
- **#b:** Trane Turnkey Proposal (PDF)



CITY OF COLUMBIA
Budget, Program Management & Grants Office
MEMORANDUM

TO: The Honorable Daniel Rickenmann, Mayor and Columbia City Council
 Teresa Wilson, City Manager

Cc: Jeff Palen, Assistant City Manager/CFO
 Henry Simons, Assistant City Manager
 Kristine Githara, Finance Director
 Kelvin Keisler, General Services Director

DATE: 5/30/2025

FROM: Missy Caughman, Assistant City Manager, Strategic Initiatives & Innovation

RE: Budget Amendment Request for Air Conditioning Pump Purchase – EdVenture

Purpose:

This memo seeks City Council's approval for a budget amendment to fund the purchase and installation of two (2) Bell and Gossett air conditioning pumps for the EdVenture facility.

Background:

On May 28, 2025, the Support Services Division submitted a request for the urgent replacement of two air conditioning pumps at EdVenture. These pumps are critical to maintaining temperature control and safe building conditions during peak summer operations. The City of Columbia, as owner of the EdVenture facility, has responsibility for the building infrastructure. Staff recommends awarding the purchase and installation of the pumps to Trane, utilizing the OMNIA Partners Cooperative Contract. The total cost of this project is \$527,942.

In addition, staff is requesting \$47,058 in contingency for the potential of renting supplemental air conditioning and addressing unforeseen construction cost.

Action Requested:

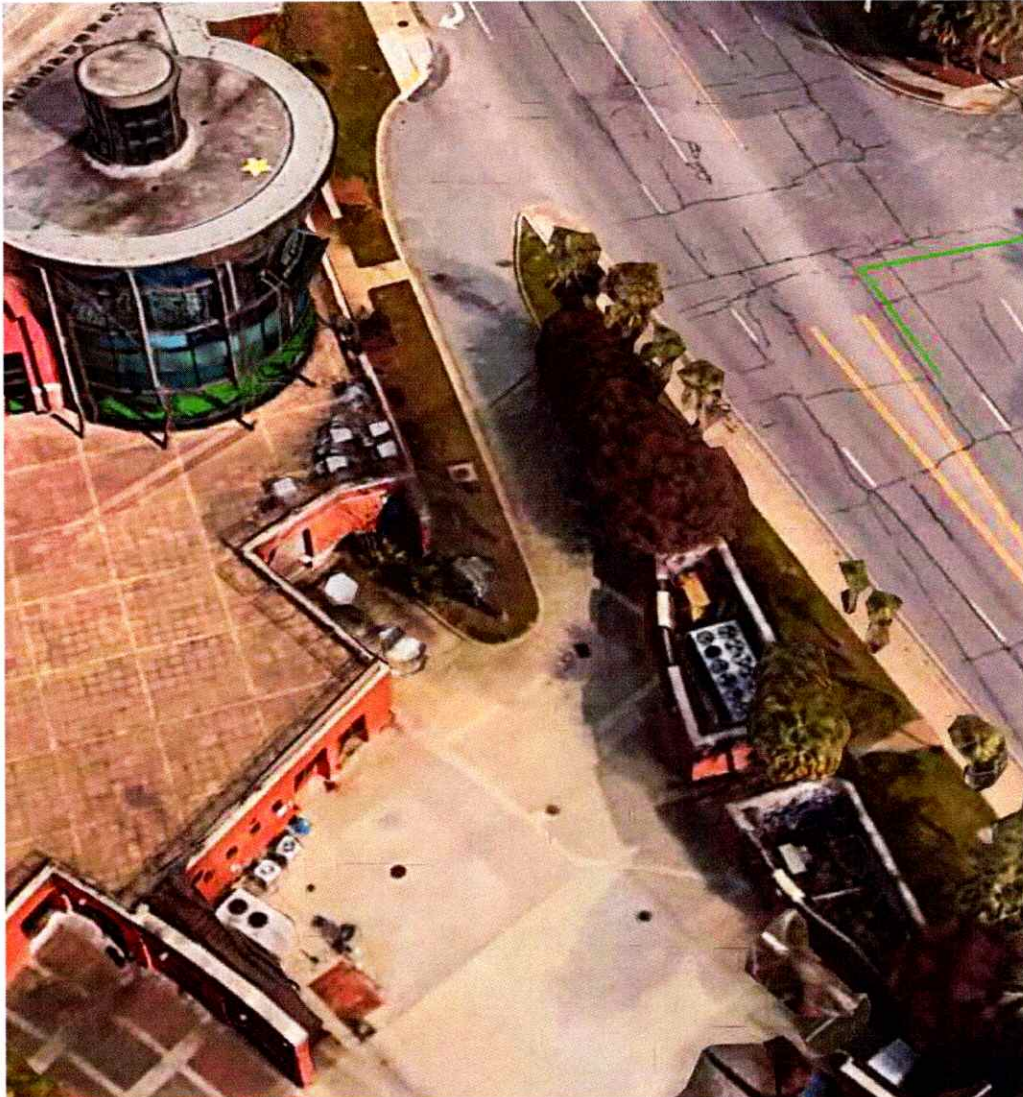
Staff respectfully requests that City Council:

1. Approve a budget amendment to the Hospitality Tax Budget, utilizing Hospitality Fund Balance in the amount of \$575,000; and
2. Authorize the award to Trane for the purchase and installation of two Bell and Gossett air conditioning pumps for the EdVenture facility, using the OMNIA Partners Cooperative Contract.

Please let us know if any questions or additional information is needed.



Edventure Chiller Replacement Trane Turnkey Proposal



Turnkey Proposal For:



Customer:

Edventure
211 Gervais St
Columbia, SC 29201

Local Trane Office:

Trane U.S. Inc.
111 Lott Court
West Columbia, SC 29169-3051

Local Trane Representative:

Al Kiser
Account Executive
Mobile: (803) 361-0529

Proposal ID:

7639588

Omnia Number:

OMNIA Racine #3341

Cooperative Quote Contract No:

F2-203873-25-001

Date:

May 20, 2025



TRANE TURNKEY PROPOSAL

Executive Summary

Trane is pleased to present a solution to help Edventure reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Edventure to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Trane appreciates the opportunity. Your investment in the proposed project is \$527,942.00. This investment will provide Edventure with the capability to reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Edventure for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Al Kiser

Account Executives, Trane U.S. Inc.



Prepared For:
Edventure

Date:
May 20, 2025

Job Name:
Edventure Chiller Replacement

Proposal Number:
7639588

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

State Contractor License Number:
M111417

Proposal Expiration Date:
30 Days

Scope of Work

“Scope of Work” and notations within are based on the following negotiated scope of work and based on the Information provided by **City of Columbia** and located at Edventure in Columbia, SC.

Customer’s Responsibilities

- Provide safe working area and storage space for contractor materials and equipment.
- Allow delivery of the new unit to the jobsite and temporary storage.
- Provide access to the chiller area and assist in roping off area for crane.
- Assist in Lockout/Tagout

Trane’s Responsibilities

- Provide crane and rigging
- Lockout and disconnect all electrical and water piping connected to the existing chiller.
- Remove and dispose of existing chiller.
- Provide sidewalk stair removal and retaining wall/mechanical area enlargement. Pricing includes black iron gates on parking area side for increased ventilation.
- Remove the existing trees, walkways and dirt in between block/brick walls.
- Excavate dirt to grade of existing concrete pads and remove left side wall and caps.
- Dig footings for new wall parallel to street.
- Pour footing and concrete pad to match existing grade.
- Install new block and brick wall parallel to Gervais St.
- Install new double gates/fence to match existing.
- Add six new piers on concrete pad for new chiller footprint.
- Clean up all trash and debris and remove from site.
- Raise the new chiller elevation to match the top wall height to help with condenser air recirculation.
- Set new Trane chiller on new and existing concrete pad.
- Furnish material to prefab the piping for the new Trane Chiller install.
- Reconnect all chilled water piping.
- Temperature gauges and pressure gauges will be installed in the supply and return.
- New butterfly valves will be installed in the supply and return.
- Electrical reconnection for new chiller is included.
- Insulation will be installed after pressure testing to match the existing insulation.
- Replace the (2) existing pumps with (2) new Bell and Gossett pumps.
- Energize the electrical circuit and check for proper phasing in preparation for startup.
- Provide Trane factory startup and verify proper operation of the new chiller.



- Provide one year labor and material warranty on new installation. See Optional Chiller 5-year warranty information above.
- Perform needed clean up during construction and final cleanup.
- Provide a 3rd party water test at the unit to confirm the pumps are providing the promised water flow if needed.
- Perform needed clean up during construction and final cleanup.

General Notes

- The existing disconnect will not be replaced. The unit will have an on board disconnect/breaker that will serve as the disconnect and will meet code. The existing disconnect will be locked in the on position.
- The mechanical chiller area will still be very tight with the new chiller even with taking out the sidewalk stairs. Trane is raising the new chiller elevation to match the top wall height to help with condenser air recirculation.
- All existing power wiring and breakers will be reused. New breakers are not included if required.
- Work will take place between 7 AM and 5:30 PM. Overtime can be provided for an additional fee.
- No lightning protection is included on new or existing projects.
- When draining the system, the water will go to drain. No water will be captured.
- A dedicated 110v circuit is required for the barrel heat trace. Trane will reconnect if existing. Pulling a new circuit is not included and is required.

Controls

Building Automation System, Tracer SC+ System: (Qty. 1)

- Provide, mount and wire Tracer SC+ / Bridge panel with licensing for connected equipment.
- Provide control as-built drawings and submittals.
- Integrate the following EXISTING equipment:
 - (5) MP580 (AHU's) with Expansion Modules
 - (2) MP501 (Split Systems)
 - (50) DDC/UCM (VAV's)
 - (4) ZN520 (Blower Coil)
 - (4) ZN520 (Fan Coil)
 - (6) MP503 (Exhaust Fans)
 - (1) Air Cooled Chiller (Integrate new chiller via BACnet comm link)
- Provide (1) LON adapter.
- Provide 3-D graphics of floor plans and each piece of controlled/supervised equipment. All inputs, outputs and setpoints will be displayed on the graphics for ease of operation.
- Provide system programming, startup, and checkout.
- Facilities personnel access the system through, and occupant provided firewall, via a web browser such as Google Chrome or Mozilla Firefox.

General notes

- All low voltage control wiring to be plenum cable and marked as BAS wiring.
- All existing field controllers and sensors will be reused. If an existing controller or sensor is found to be defective, additional cost may be required.
- All wiring and device installation is by PAC – Trane shall provide technical assistance only to include engineered submittals and graphic floor plans.
- Provide (16) hours of technical assistance for programming and checkout
- All necessary custom programming for control and supervision of equipment as specified.
- All work to be performed between 7:00am and 5:00pm Monday through Friday.
- Complete sets of submittals.
- As-built documentation and complete system manuals.
- First year parts and labor warranty for control work listed on this page.



Not included in this proposal.

- Wiring over 50 Volts
- Utility metering for water and gas
- Installation or wiring of controls not supplied by Trane unless stated above.
- Duct smoke detector wiring to the building fire alarm system.
- System security and firewall protection will be the responsibility of the building owner. If building does not have this infrastructure in place Trane can provide system design and components at an additional cost.
- Liquidated Damages
- Demurrage or Storage Charges
- Participation in OCIOP or CCIP Insurance Programs

All plenum installations, if applicable to the project, shall use plenum rated materials and shall comply with the requirements of NFPA, NEC, and Building Codes.

Equipment

Tag Data - Air-Cooled Scroll (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
A1	ACSA-1	1	Ascend(TM) Air-Cooled Chiller	ACSA2002EUA*XEXLXNB2XLNXSMEX1TABPXXAX1XXXONX

Product Data - Air-Cooled Scroll

Item: A1 Qty: 1 Tag(s): ACSA-1

- Air-Cooled Scroll Chiller
- Unit Startup By Trane
- 200 Nominal Tons
- Scroll With Variable Volume Ratio
- 460V/60Hz/3Phase
- Pueblo, CO
- United States
- Standard Noise
- UL Listed to U.S. and Canadian safety std via ETL - 2019
- Refrigerant Charge R-454B
- AHRI Certified
- ASHRAE 90.1/CSA 2022 Compliant
- Standard Cooling (Above 40 Deg F)
- Brazed Plate Heat Exchanger
- Water
- Grooved Pipe Connection
- Flow Switch Set Point 60
- Factory Insulation 0.75 Inch
- Standard Ambient
- Long Life Alloy Aluminum Coil
- EC Condenser Fan Motors
- Across-The-Line-Starter
- Single Point Unit Power Connection
- Terminal Block
- Default Short Circuit Rating
- Convenience Outlet and Under/Overage Voltage protection
- BACnet IP Interface
- Elastomeric Isolators
- 2nd-5th yr compressor parts
- 1st year labor warranty whole unit
- 1st year refrigerant warranty

Replacement Pumps

- (2) B&G Base Mounted Pump Series e-1510, Model e-1510, 4BD, SS, 15 HP, 1800 RPM, 254T Frame, with 9.125" Impeller, STD-Buna/Carbon/Ceramic/SS/Bronze Seal, Baldor, ODP, Nema Premium Efficient, 230/460v Motor, Galvanized Steel Drip Pan, 488 gpm.

Exclusions/Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays).
- Proposal does not include "Premium Time" or Price Contingency therefore.
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval.
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors.



- Asbestos or hazardous material abatement removal shall be performed by customer.
- Roofing work, including patching and painting, is excluded.
- Pressure testing of piping and/or ductwork systems is not included.
- It is assumed that existing valves are in operational order and hold properly; Trane shall not be responsible for replacing existing leaking or failing valves. Failing or leaking valves can be replaced for an additional cost, not included herein.
- Provisions for temporary cooling, including but not limited to rental units, is not included.
- Quoted warranty periods begin at equipment startup or 6 months after shipment, whichever occurs first, for each piece of equipment. If additional warranty coverage is required to meet project acceptance provisions, contact Trane for optional warranty pricing. Extended warranties must be purchased prior to shipment of equipment.
- ASHRAE 15 Upgrades are not included if required.
- Any equipment, controls, or services not specified above.
- No temporary cooling unless otherwise stated.
- Drawings or stamped engineered drawings are not included.
- Smoke detectors, fire dampers, fire/smoke dampers, isolation dampers that are not listed above.
- Warranty work outside of normal business hours.
- Testing & balancing of the HVAC system is not included unless otherwise stated.
- No seismic included.
- No repairs for damages to concrete walkways, facilities floors, driveways, foundations, underground utilities, water lines, fuel lines, air lines, or any electrical wiring.

ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).
We value the confidence you have placed in Trane and look forward to working with you.

Submitted By: Al Kiser	Mobile: (803) 361-0529 Proposal Date: May 20, 2025
CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number: M111417



that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26 251-10(0225)
Supersedes 1-26 251-10(1024)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows: Such data is not "Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. "Equipment" shall have the meaning set forth in the Agreement. "HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data. If any such user chooses to use his/her name(s) in the created accounts with the controls product (e.g., firstname.lastname@address.com), HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or a person's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name. "Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data. "Services" shall have the meaning set forth in the Agreement.
2. **HVAC Machine Data: Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services; (ii) as expressly permitted or instructed by Customer; or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. **Customer Data Compliance with Laws.** Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to the Trane's processing of Customer Confidential Information (collectively, "Laws").
5. **Customer Data Information Security Management.** Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("Information Security Program"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. **Monitoring.** Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. **Audits.** Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. **Information Security Contact.** Trane's information security contact is Local Sales Office.
9. **Security Incident Management.** Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. **Threat and Vulnerability Management.** Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. **Security Training and Awareness.** New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. **Secure Disposal Policies.** Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practically read or reconstructed.
13. **Logical Access Controls.** Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. **Contingency Planning/Disaster Recovery.** Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following:
 - a. Data backups; and
 - b. Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. **Return of Customer Data.** If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. **Background Checks.** Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. **DISCLAIMER OF WARRANTIES EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.**

October 2024
Supersedes November 2023v2



MEETING DATE: June 10, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Sole Source Contract for two (2) Weir-Wolf Automated Cleaning Systems for the Metro Wastewater Treatment Plant, as requested by Columbia Water on May 2, 2025. Award to Ford Hall Company, Inc., in the amount of \$64,454.40. This vendor is located in Richmond, KY.

REQUISITION NO.: R234062

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Metro Wastewater Plant - Machinery and Equipment-Capital (5516208-658300). The original budget amount is \$64,454.40.

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

ATTACHMENTS:

- **#a:** City Council Memo (PDF)
- **#b:** Written Determination - Weirwolf System Installation (PDF)
- **#c:** APPROVED - 25026226 - Ford Hall Company In - Sole Source Procurement (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, Procurement & Contracts Director

DATE: June 10, 2025

SUBJECT: Sole Source requisition for Approval
Ford Hall

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the purchase order to this sole source procurement for Ford Hall to purchase two of the proprietary Weir-wolf Systems to be added to two of the Metro WWTP secondary clarifiers. This unit allows for the automatic cleaning of the effluent weirs and has been identified as an essential piece of equipment in ensuring the algae build up is controlled within the basins. The Metro WWTP has been purchasing these units each year in order to have one on each of these treatment basins as a standardization practice. Installing these units is also an aid in ensuring we meet our SCDES Permit limits and protect the environment from a possible discharge violation.

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



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

Written Determination for Procurement Exceptions

Need/Description:	Weirwolf System Installation
Estimated Budget:	\$64,454.40
Requisition Number:	R234062
End Using Department:	WWTP
City Contracts/Project Mgr:	Stephen Sealey
Proposed Contractor:	Ford Hall Co., Inc.
Contractor Contact Info:	Glenn Vaughn (843) 648-8747 Nikki Lowery: AfterMarket@Fordhall.com

Procurement Exception:

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

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

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

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

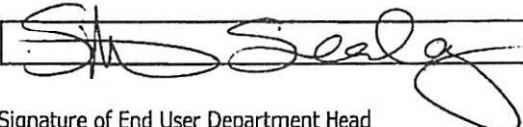
Insert the basis and justification for requesting an exception to competitive process here:

Justification:

Installing New Weirwolf System to Tran #2 Basin #1 and Basin #2.

The WWTP has begun standardizing this equipment on all secondary clarifier basins and this purchase would bring 2 more basins online with this cleaning apparatus.

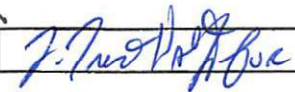
FordHall is the creator of this product and only their company can install/service the weirwolf systems.

 _____

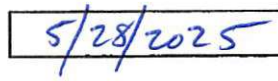
Signature of End User Department Head

 _____

Date

MM6  _____

Signature of Purchasing Agent

 _____

Date



PO Box 2110
Richmond, KY 40476
Phone 859.624.1077
Fax 859.624.3320

May 1, 2025

Metro WWTP c/o Columbia
1200 Simon Tree Lane
Columbia, SC 29201

To Whom It May Concern:

Ford Hall Company Inc. is the only authorized manufacturer for the Weir Wolf TM / Algae Sweep AutomationTM Automated Clarifier Cleaning Equipment systems for clarifiers and thickeners in the U.S.A and Canada. The custom designed nature of the individually built Weir Wolf TM / Algae Sweep AutomationTM Clarifier Cleaning Equipment systems, requires that FHC is the only authorized provider of maintenance, field services, replacement components and brushes for the above listed products. All FHC weir cleaning systems are custom designed and built to fit individual clarifiers and thickeners. Therefore, the systems *are not* interchangeable. Thereby, requiring all replacement parts, components, brushes, and services be provided by the original manufacturer, Ford Hall Company Inc.

For questions, or to receive quotes on services, components, and brushes please contact Ford Hall Company Inc. at 859-624-1077, sales@fordhall.com or aftermarket@fordhall.com.

Please send all purchase orders to aftermarket@fordhall.com, addressed with company name "Ford Hall Company."

Sincerely,

Nikki Lowery

Nikki Lowery
Ford Hall Company
O 859-624-1077

FORD HALL CO INC WEIR WOLF automated cleaning system PO Box 2110 Richmond KY 40476 859-624-1077				Thursday, May 1, 2025			Project: <u>Metro WWTP C/O Columbia</u>			
Model :	SBFWL-003 Dual ASABA Train #2 Tank #2									
Surfaces:	Inner Baffle	Outer Baffle	Inner Weir	Outer Weir	Top Spillway	Angle Spillway	Vertical Spillway	Inner Launder Wall	Bottom Launder	Outer Wall
	X	X	X	X	X	X	X	X	X	X
Materials			316 Stainless Steel			304 Stainless Steel				
Attachment Sleeve						X				
Mainframe						X				
Brush Arm						X				
Brush Holders			X							
Springs			X							
Effluent and Scum Box Ramps						X				
Brushes			Polypropylene (Green/Brown)							
Shear Safety breakaway option for brush holder									Included	
Installation									Included	
Fully Installed - Turnkey Installation by FHC Certified Technicians. Includes tools, field installation, start up testing, certification and Training. up to Two (2) days per clarifier. Startup testing, certification and training must be completed during the Two (2) days per clarifier the FHC technician is onsite.									Included	
Based on (1) Mobilization for the total job. 408 Miles One Way										
The Weir-Wolf equipment is covered by a five (5) years parts warranty and a one (1) year labor warranty (excluding brushes.)										

ONE (1)	CUSTOM DESIGNED WEIR-WOLF SYSTEM \$29,840 Each	\$29,840
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* Price Does not include American Steel Act Rates, or Prevailing Wage Rates.

X Indicates option included in quote.

The Weir-Wolf system requires "L- shaped" upper scum baffle brackets. Price assumes clarifier is completely free of obstructions around the entire periphery of the clarifier and is compatible with the Weir-Wolf system. If the system cannot be welded to the skimmer arm additional materials and fees will be assessed.

Price does not include any taxes, licenses, prevailing wage requirements nor fees (if applicable). Where sales taxes are applicable, it shall be paid directly to the state by the buyer. Our terms of payment are NET payable upon receipt of invoice. This quote will remain in effect for ninety (90) days. All Prices are in US Dollars.

FORD HALL CO INC WEIR WOLF automated cleaning system PO Box 2110 Richmond KY 40476 859-624-1077					Thursday, May 1, 2025		Project: <u>Metro WWTP C/O Columbia</u>			
Model :		SBFWL-003 Dual ASABA Train #2 Tank #1								
Surfaces:	Inner Baffle	Outer Baffle	Inner Weir	Outer Weir	Top Spillway	Angle Spillway	Vertical Spillway	Inner Launder Wall	Bottom Launder	Outer Wall
	X	X	X	X	X	X	X	X	X	X
Materials			316 Stainless Steel			304 Stainless Steel				
Attachment Sleeve						X				
Mainframe						X				
Brush Arm						X				
Brush Holders			X							
Springs			X							
Effluent and Scum Box Ramps						X				
Brushes			Polypropylene (Green/Brown)							
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**SOLE SOURCE AGREEMENT
GOODS and/or SERVICES AGREEMENT**

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

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

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

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

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

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

6. Compensation. The total compensation paid by the City to Seller under this AGREEMENT shall not exceed Sixty-Four Thousand Four Hundred Fifty-Four dollars and 40/100, **(\$64,454.40)** unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and/or services. Each invoice submitted must describe the items, show payment calculations and specify the person(s) rendering such service(s), if applicable. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED AS TO FORM

 Legal Department City of Columbia, SC

5/28/2025

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

By: _____

Witness: _____

Title: City Manager

Date: _____

FORD HALL COMPANY INC

By: _____

By: _____

Witness: _____

Title: _____

Date: _____



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

Written Determination for Procurement Exceptions

Need/Description:

Weirwolf System Installation

Estimated Budget:

\$64,454.40

Requisition Number:

R234062

End Using Department:

WWTP

City Contracts/Project Mgr:

Stephen Sealey

Proposed Contractor:

Ford Hall Co., Inc.

Contractor Contact Info:

~~Glenn Vaughn (843) 648-8747~~ **Nikki Lowery: AfterMarket@fordhall.com**

Procurement Exception:

☐ Professional Services where the person employed is customarily employed on a fee basis rather than by competitive bidding (examples: appraiser, architect-engineer, auditor, construction/program manager, legal services, physician)

☐ Negotiations after unsuccessful competitive sealed bidding

☒ Sole Source procurements

☒ (1) Where compatibility of equipment, accessories, or replacement parts is the paramount consideration

☐ (2) where a sole supplier's item is needed for trial use or testing

☐ (3) where a sole supplier's item is to be procured for resale

☐ (4) where public utility services are to be procured

☐ (5) where the item is one of a kind

☐ (6) printed forms, pamphlets, and brochures, exclusive of printing equipment

☐ Emergency procurements

☐ (1) threaten the functioning of city government

☐ (2) threaten the preservation or protection of property

☐ (3) threaten the health or safety of any person

☐ Procurement of information technology

☐ Leasing of real property for governmental use

☐ When purchasing through a competitive online bidding process, including, but not limited to, reverse auctions when the purchasing agent determines that online bidding is more advantageous than other procurement methods provided herein.

☐ Other

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

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

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

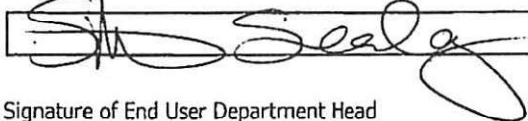
Insert the basis and justification for requesting an exception to competitive process here:

Justification:

Installing New Weirwolf System to Tran #2 Basin #1 and Basin #2.

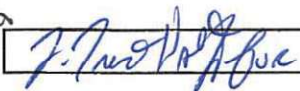
The WWTP has begun standardizing this equipment on all secondary clarifier basins and this purchase would bring 2 more basins online with this cleaning apparatus.

FordHall is the creator of this product and only their company can install/service the weirwolf systems.

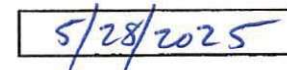


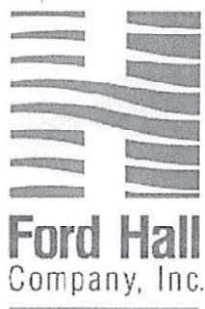
Signature of End User Department Head


Date

MM6 

Signature of Purchasing Agent


Date



PO Box 2110
Richmond, KY 40476
Phone 859.624.1077
Fax 859.624.3320

May 1, 2025

Metro WWTP c/o Columbia
1200 Simon Tree Lane
Columbia, SC 29201

To Whom It May Concern:

Ford Hall Company Inc. is the only authorized manufacturer for the Weir Wolf TM / Algae Sweep AutomationTM Automated Clarifier Cleaning Equipment systems for clarifiers and thickeners in the U.S.A and Canada. The custom designed nature of the individually built Weir Wolf TM / Algae Sweep AutomationTM Clarifier Cleaning Equipment systems, requires that FHC is the only authorized provider of maintenance, field services, replacement components and brushes for the above listed products. All FHC weir cleaning systems are custom designed and built to fit individual clarifiers and thickeners. Therefore, the systems *are not* interchangeable. Thereby, requiring all replacement parts, components, brushes, and services be provided by the original manufacturer, Ford Hall Company Inc.

For questions, or to receive quotes on services, components, and brushes please contact Ford Hall Company Inc. at 859-624-1077, sales@fordhall.com or aftermarket@fordhall.com.

Please send all purchase orders to aftermarket@fordhall.com, addressed with company name "Ford Hall Company."

Sincerely,

Nikki Lowery
Nikki Lowery
Ford Hall Company
O 859-624-1077

EXHIBIT B

FORD HALL CO INC WEIR WOLF automated cleaning system PO Box 2110 Richmond KY 40476 859-624-1077				Thursday, May 1, 2025			Project: <u>Metro WWTP C/O Columbia</u>			
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Surfaces:	Inner Baffle	Outer Baffle	Inner Weir	Outer Weir	Top Spillway	Angle Spillway	Vertical Spillway	Inner Launder Wall	Bottom Launder	Outer Wall
	X	X	X	X	X	X	X	X	X	X
Materials			316 Stainless Steel			304 Stainless Steel				
Attachment Sleeve						X				
Mainframe						X				
Brush Arm						X				
Brush Holders			X							
Springs			X							
Effluent and Scum Box Ramps						X				
Brushes			Polypropylene (Green/Brown)							
Shear Safety breakaway option for brush holder									Included	
Installation									Included	
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FORD HALL CO INC WEIR WOLF automated cleaning system PO Box 2110 Richmond KY 40476 859-624-1077					Thursday, May 1, 2025			Project: <u>Metro WWTP C/O Columbia</u>		
Model : SBFWWL-003 Dual ASABA Train #2 Tank #1										
Surfaces:	Inner Baffle	Outer Baffle	Inner Weir	Outer Weir	Top Spillway	Angle Spillway	Vertical Spillway	Inner Launder Wall	Bottom Launder	Outer Wall
	X	X	X	X	X	X	X	X	X	X
Materials	316 Stainless Steel					304 Stainless Steel				
Attachment Sleeve						X				
Mainframe						X				
Brush Arm						X				
Brush Holders	X									
Springs	X									
Effluent and Scum Box Ramps						X				
Brushes	Polypropylene (Green/Brown)									
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MEETING DATE: June 10, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve Contract Amendment #2 for Envirex, General Maintenance, and Hardware at the Metro Wastewater Treatment Plant, as requested by Columbia Water on May 16, 2025. Award to Evoqua Water Technologies, in an amount not to exceed \$100,000.00. The current term of the contract ends on June 30, 2025. This firm is located in Waukesha, WI.

REQUISITION NO.: R227695

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Metro Wastewater Treatment Plant - Small Hand Tools/Other Equipment (5516208-623100). The current budget amount is \$130,000.00. The budget amount for this amendment is \$100,000.00. The total revised budget amount is \$230,000.00.

ATTACHMENTS:

- **#a:** MT Memo CA#2 General Maintenance (PDF)
- **#b:** CA#2 General Maintenance-Evoqua (PDF)



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

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

DATE: June 3, 2025

SUBJECT: Recommendation Approval
Evoqua Water Technologies LLC

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the purchase order increase to this sole source parts supplies, Evoqua Water Technologies. This purchase order modification is to cover the purchase or needed parts to rebuild various treatment basins with the Metro WWTP. Due to the criticality of keeping these basins functional and available for treatment capacity the need to make this purchase is a essential for the facility.

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

Contract Amendment #2

Envirex, General Maintenance, and Hardware

Sole Source

CMM# C000807

Evoqua Water Technologies, LLC

May 21, 2025

Description of Change: Request change in Sole Source Agreement for services between the City of Columbia (City) and Evoqua Water Technologies, LLC (Seller) executed September 22, 2023 (Agreement) to provide funding in the amount of \$100,000.00 (P204501) for costs through end of the fiscal year.

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

Current and Proposed Change and Basis for Payment:

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

Evoqua Water Technologies, LLC

Julia A Beilsmith

Print Name

Julia A Beilsmith
Signature

5/27/2025

Date

City of Columbia

Office of the City Manager

Teresa Wilson, City Manager_____
Signature_____
Date_____
Witness

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

5/23/2025



MEETING DATE: June 10, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve Contract Amendment #3 for Repairs and Maintenance at the West Columbia Lift Station, as requested by Columbia Water on May 14, 2025. Award to Xylem Water Solutions USA, Inc., in an amount not to exceed \$150,000.00. The current term of the contract ends on June 30, 2025. This vendor is located in Charlotte, NC.

REQUISITION NO.: R227710

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Metro Wastewater Treatment Plant - Machinery and Equipment-Capital (5516208-658300). The current budget amount is \$235,000.00. The budget amount for this amendment is \$150,000.00. The total revised budget amount is \$385,000.00.

ATTACHMENTS:

- **#a:** MT Memo CA#3 Repair and Maintenance (PDF)
- **#b:** Signed CA#3 Xylem (PDF)



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

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

DATE: June 3, 2025

SUBJECT: Recommendation for Approval
Xylem Water Solutions

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the purchase order increase to this sole source maintenance/service contract with Xylem Water Solutions. This purchase order modification is to cover the expected repair and maintenance costs associated with several pump rebuilds and replacements at various pump stations with the City service area. Due to the vulnerability of a typical pumpstation, repair and replacement of these pumps is critical to ensure continued operations.

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

Contract Amendment #3

Products, Parts, and Repair Services

Sole Source

CMM# C000832

Xylem Water Solutions USA, Inc.

May 19, 2025

Description of Change: Request change in Sole Source Agreement for services between the City of Columbia (City) and Xylem Water Solutions USA, Inc. (Seller) executed June 22, 2023 (Agreement) to provide funding in the amount of \$150,000.00 (P204515) for repair and maintenance through end of the fiscal year.

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

Current and Proposed Change and Basis for Payment:**This Change is Acceptable:****Name of Firm**

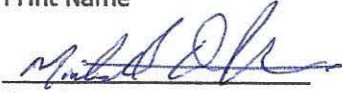
Xylem Water Solutions USA, Inc.

City of Columbia

Office of the City Manager

MICHAEL WALLACE

Print Name

Teresa Wilson, City Manager

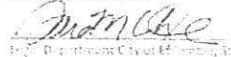
Signature

Signature5.29.25

Date

Date_____
Witness

APPROVED AS TO FORM


Teresa Wilson, City Manager

5/23/2025



MEETING DATE: June 10, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve Contract Amendment #2 for Project WM4393-SS7409; Utility Relocation Inspection Services at Leesburg Road between Fairmont Road and Lower Richland Boulevard, as requested by Columbia Water on May 15, 2025. Award to Mead and Hunt in an amount not to exceed \$161,463.50. The current term of the contract ends on November 30, 2025. This firm is located in Lexington, SC.

REQUISITION NO.: R213363

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - Leesburg Road Inspections - Capital Project Costs (5529999-WM439302-658650) \$80,731.75 and Water and Sewer Capital Projects - Leesburg Road Inspections - Capital Project Costs (5529999-SS740902-658650) \$80,731.75. The current budget amount is \$651,721.20. The budget amount for this amendment is \$161,463.50. The total revised budget amount is \$813,184.70.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

PURPOSE:

This is a Mentor Protégé Program project. Mead and Hunt is the mentor and will provide project administration, surveying and utility mapping, geotechnical investigation, final design, permitting, engineering services during construction and project closeout services at 78.37% (\$126,542.00) of the amendment amount.

Highfill Infrastructure Engineering, PC of Columbia, SC, is the protégé and will provide construction observation and construction administration services at 21.63% (\$34,921.50) of the amendment amount.

ATTACHMENTS:

- **#a:** MT Memo CA#2 WM4393-SS7409 Leesburg Rd Insp. Svcs (PDF)
- **#b:** CA#2 WM4393-SS7409 Leesburg Rd Insp. Svcs.-Mead & Hunt (PDF)
- **#c:** OBO IPA Leesburg Road Inspections (PDF)



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

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

DATE: June 3, 2025

Subject: Recommendation for Approval
Amendment No. 2 – Mead and Hunt
WM439302/SS740902 – Leesburg Rd. Inspection Services

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the Contract Amendment #2 with Mead and Hunt to provide funding for the additional Construction Services and Construction Inspection tasks because of a delayed construction schedule. The amount of Contract Amendment No. 2 is \$161,463.50.

Mead & Hunt provided initial inspection services for the subject water and sewer relocation project. SCDOT roadway construction progress is slower than anticipated and unforeseen changes have occurred along the proposed water and sewer line routes causing delays in construction. Mead & Hunt will provide continued inspection services through the remaining project construction contract.

These delays and unforeseen circumstances have led Mead & Hunt to provide continued inspection services during the construction to check compliance in accordance with the approved plans and specifications. The cost of this additional service is \$161,463.50.

Mead & Hunt's current contract expires November 30, 2025.

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

Contract Amendment #2

WM4393-SS7409 Leesburg Road Inspection Services

RFQ004-19-20

Mead and Hunt

May 19, 2025

Description of Change: Request change in Agreement for Consulting Services between the City of Columbia (City) and Mead and Hunt (Consultant) executed November 10, 2021 (Agreement) to provide funding for inspection services for the duration of the project.

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

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Term from December 1, 2021 to November 30, 2024; Purchase Order# P191947):	\$651,721.20
Contract Amendment #1 (Time Extension from December 1, 2024 to November 30, 2025; Purchase Order# P191947):	\$00.00
Current Contract Amount:	\$651,721.20
This Contract Amendment #2 (Funding Increase; Purchase Order# P191947):	\$161,463.50
Revised Contract Amount:	\$813,184.70

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

Mead and Hunt

Kevin J. Barnes, Vice President

Print Name



Signature

May 28, 2025

Date

City of Columbia

Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM



Legal Department City of Columbia, SC

5/27/2025

OBO MPP Change Order/Amendment Implementation Plan Addendum

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

OBO Verification	Contract/Change Order Amount	Mentor Amount	Mentor Percentage	Protégé Amount	Protégé Percentage	Subcontractors /Subconsultants Amount	Subcontractors /Subconsultants Percentage
Original Contract:	\$651,721.20	\$521,289.60	79.99%	\$130,431.60	20.01%	\$ 0	0%
CO# 1:	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CO# 2:	\$161,463.50	\$126,542.00	78.37%	\$34,921.50	21.63%	\$ 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: (Increase)	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
Revised Contract:	\$813,184.70	\$647,831.60	79.67%	\$165,353.10	20.33%	\$ 0	0%

MPP Project #/Name: WM439302/SS740902 Leesburg Road Inspections **Change Order #:** 02 (Ex: 01, 02)

Change Order/Amendment Amount: \$161,463.50

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

Based upon Contractor schedule, construction will not be completed until 11/30/25. Original contract date was 9/14/24.

Change Order/Amendment Type:

1. ☐ **Time Extension – New End Date:** _____ (Please sign & return form if no cost)
2. ☒ **Funding Increase – \$161,463.50** (Please continue on to questions A & B below)
3. ☐ **Funding Decrease –** _____ (Please continue on to questions A & B below)

A. Will protégé be performing any work within this change order? X Yes ☐ No (If no, skip to B)

- Amount of Change Order/Amendment to be received by the protégé: \$34,921.50
- Please indicate the services the protégé will be providing for this change order/amendment (in box below):

Construction Inspection services

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

4. Revised scope of work

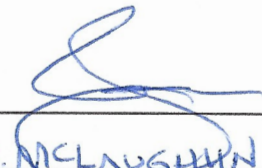
See Exhibit A

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

EXECUTED by Kevin Barnes Digitally signed by Kevin Barnes
DN: CN=Kevin Barnes
Date: 2025.05.05 12:37:42-04'00' (Mentor Firm) this 5th day of May 2025.

By: Kevin J. Barnes Title: Vice President

Firm Name: Mead & Hunt, Inc.

EXECUTED by  (Protégé Firm) this 5th day of MAY 2025

By: JOHN W. McLAUGHLIN, PE Title: VICE PRESIDENT

Firm Name: HIGHFILL INFRASTRUCTURE ENGINEERING, P.C.

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase, time extension and additional work scope contract amendment. The original contract amount was \$651,721.20. The original amount received by the protégé was \$130,431.60, or 20.01% of the total contract amount. The revised project amount to include previous amendments and the current amendment is \$813,184.70. The protégé will receive \$165,353.10 or 20.33% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this 7th day of May, 2025.

By: LaTonya B Germany Title: Program Compliance Specialist

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



MEETING DATE: June 10, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Construction Contract for Project WM4720; Abelia Road Water Main Upgrade for the Heathwood Park Subdivision, as requested by Columbia Water on April 7, 2025. Award to Williams Infrastructure, LLC, in an amount not to exceed \$588,389.45, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date one hundred fifty (150) days from commencement. This contractor is located in Columbia, SC.

REQUISITION NO.: R233528

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - Watermain Upgrades for Heathwood Park - Capital Project Costs (5529999-WM472001-658650). The original budget amount is \$588,389.45.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

PURPOSE:

This is a Mentor Protégé Program project. Williams Infrastructure, LLC is the mentor and will provide construction management services at 10.32% (\$52,762.00) of the total contract amount.

J.A. Mabus and Associates, Inc., located in Batesburg, SC, is the protégé and will provide pipe installation and asphalt replacement services at 81.28% (\$415,881.00) of the total contract amount.

The following subcontractors will provide additional services:

Inline Paving, located in Lexington, SC, will provide milling and

resurfacing asphalt services at 8.40% (\$43,000.00) of the total contract amount.

There were seven (7) responses to RFQu009-23-24-KDD Waterline Construction Projects

Base Amount	\$511,643.00
Contingency	\$76,746.45
Total	\$588,389.45

ATTACHMENTS:

- **#a:** CityCouncilMemo.WM4720AbeliaRd (PDF)
- **#b:** Final.Contract.Williams.WM4720AbeliaRd.RFQu009-23-24-KDD (PDF)
- **#c:** TearSheet.WM4720AbeliaRd (PDF)



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

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

DATE: April 7, 2025

Subject: Recommendation for Approval
6" DIP Water Main Upgrade for Heathwood Park Subdivision-
Abelia Road - Construction Contract

Columbia Water respectfully requests your review and approval of the contract for a new 6" Water Main along Abelia Road to provide funding for construction. The contract will be awarded to Williams Infrastructure in an amount not to exceed \$588,389.45. The company is located in Columbia, SC.

The project will include constructing approximately 1700 LF of water main, renewing services, abandoning portions of the existing system, and road repair to address water quality and low-pressure issues along Abelia Road. Construction is expected to be complete by summer 2025.

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

CONTRACT

City of Columbia, South Carolina

CIP #: WM4720

Name of Project: 6" DIP Water Main Upgrade for Heathwood Park Subdivision – Abelia Road

Bid #: RFQu009-23-24-KDD

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **Williams Infrastructure, LLC** with legal address and principal place of business at **7401 Richard Street, Columbia, SC 29209**, 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 Columbia Water

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **One Hundred Twenty (120)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional **Thirty (30)** consecutive calendar days to final completion for a total construction time of **One Hundred Fifty (150)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP). There will be an additional **One Hundred Eighty (180)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Five Hundred Eleven Thousand, Six Hundred Forty-Three Dollars and Zero Cents (\$511,643.00)**. This Contract also provides for an additional contingency in the amount of **Seventy-Six Thousand, Seven Hundred Forty-Six Dollars and Forty-Five Cents (\$76,746.45)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT.

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

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

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

ARTICLE 7. LIQUIDATED DAMAGES.

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Five Hundred Dollars (\$500.00)** per day for each calendar day of delay beyond the date set for substantial completion and **Five Hundred Dollars (\$500.00)** per day for each calendar day of delay beyond the date set for final completion until the Work is complete.

7.2 Liquidated damages will be assessed for the above listed amounts for each and every day the Work remains incomplete beyond the date of Substantial Completion and the date of Final Completion, either date being independent of the other.

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

ARTICLE 8. ASSURANCE.

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 RFQu009-23-24-KDD

9.2.2. Invitation For Bid

9.2.3 Bidder's Response including Bid Form

9.2.4 This Contract and exhibits

9.2.5 Performance and Payment Bond

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

9.2.7 Special Provisions

9.2.8 Specifications (as listed in the Table of Contents)

9.2.9 Drawings, numbered 1 through 7, inclusive and dated 07/16/2024

9.2.10 Addenda numbers 1 to 1, inclusive

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

ARTICLE 10. TERMINATION.

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

ARTICLE 11. MISCELLANEOUS.

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

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

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

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

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

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

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

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner
City of Columbia, SC

BY

Teresa Wilson, City Manager

APPROVED AS TO FORM

Legal Department City of Columbia, SC

5/23/2025

Attest

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

Date: _____

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

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)
Inline Paving	V012334	Milling & Resurfacing Asphalt	\$43,000	8.40%	SBE	

Key: Minority/Women Owned Business Enterprise Association Code

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

COMBINED TOTAL SUB AMOUNT \$ 43,000

TOTAL CONTRACT AMOUNT: \$ 511,643.00

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

Business Name: - Williams Infrastructure, LLC

Representative Name/Title: Joey Williams - Pres/CEO

Date: 03/27/25

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Inline Paving

Company Name

161 Churchview Court

Physical Address

Mailing Address

Lexington SC 29073

City/State Zip Code + 4

803 309-1944

()

Phone number

()

Fax number

Bruce Watkins

Primary Contact Name

Secondary Contact Name

inlinepaving@live.com

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()

Phone number

()

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #



CITY OF COLUMBIA

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

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 03/27/25 Mentor Amount: \$95,762.00
 Project Name: 6" DIP Water Main Upgrade for Heathwood Park Mentor % of Total Contract: 18.72%
 Project #: WM4720 Protégé Amount: \$415,881.00
 Mentor: Williams Infrastructure, LLC Protégé % of Total Contract: 81.28%
 Protégé: JA Mabus Construction Duration of the Project: 120 days
 Total Project Contract Amount: \$511,643.00

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

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

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

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

Address contractual relationship, general roles and informal teaming arrangements.

We will create a schedule, define scopes of work for each, review material procurement and schedule project execution.

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

The work on this project will allow us to make progress in building our MPP relationship. We will implement our weekly schedule and execution meetings and our goal is to be on schedule and within budget.



CITY OF COLUMBIA

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

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

The protégé will be given the opportunity to learn more on the City's processes, performing this type of work and working in these types of conditions.

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

Mentor:

One crew and associated equipment, material procurement and P&P bonds.

Protégé:

One crew and associated equipment and material procurement.

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

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

Special Arrangements:

N/A



CITY OF COLUMBIA

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

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

a. Description of Mentor's responsibilities on project:

Mentor will perform assist with project execution, scheduling, project management, and lay portion of the pipe.

b. Description of Protégé responsibilities on project:

The Protégé will install all pipe and replace all concrete and asphalt.

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

The team will coordinate traffic control, surveying, cutting and capping, and asphalt and concrete replacement as a team.

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

The Protégé will be utilized from beginning to end of this project. The estimated duration is 2-3 months.

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

Mentor and protégé will be on-site at least weekly if not more often as issue may arise.

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

Mentor will pay Protege based on monthly pay applications. Payments will be made within 15 days of pay app request.



CITY OF COLUMBIA

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

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

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

EXECUTED by Williams Infrastructure, LLC (Mentor Firm) this 27th day of March 20 25.
Corporate SEAL

By: [Signature]
Title: Pres/CEO
Firm Name: Williams Infrastructure, LLC

ATTEST: [Signature]
By: Kaitlin Alderman
Title: Accounting

EXECUTED by Jed A. Mobes (Protégé Firm) this 18 day of March 20 25.
Corporate SEAL

By: Jed A. Mobes
Title: President
Firm Name: J.A. Mobes

ATTEST: [Signature]
By: Erin K. Love
Title: Admin. assistant

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 28th day of
May 20 25.

By: LaTonya B Germany

Title: Program Compliance Specialist

WM4720 – 6" DIP Water Main Upgrade for Heathwood Park Subdivision- Abelia Rd

Project Description: This project involves the installation of 1700 feet of 6" ductile iron water main and service renewals along Abelia Road.

Objectives: This project aims to improve water service for the customers along Abelia Rd. Customers are experiencing low water pressure and quality issues due to the system's aging infrastructure.

The construction contract for this project will be under OBO's Mentor Protégé Program.

Project Type: Water Quality

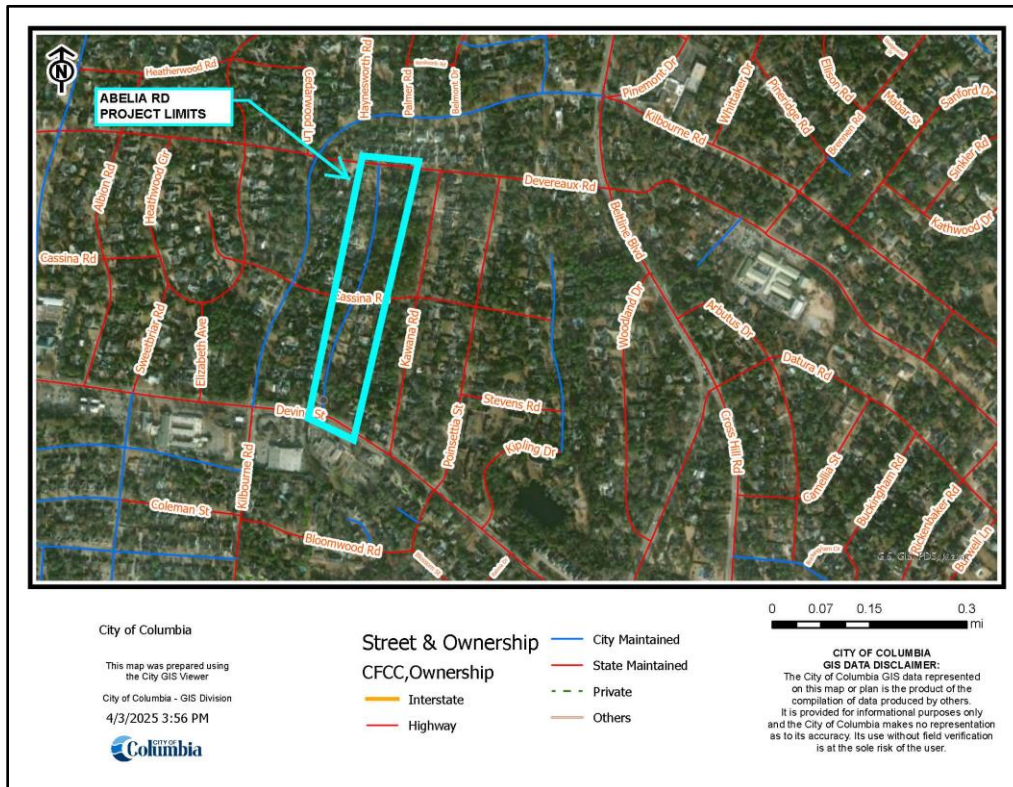
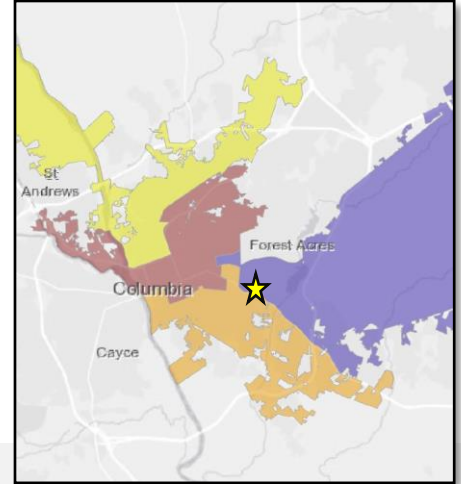
Council District: 4

Project Funding: This project is being funded through the City's CIP Program. The total project construction cost with contingency is \$588,389.45.

Construction Schedule: Construction is expected to begin in Spring 2025 and to continue through Summer 2025.

Project Contact: Erica Hardy,
City of Columbia Senior Engineer
803.545.3288 erica.hardy@columbiasc.gov

Joey Williams, Williams Infrastructure
Contractor
803.814.3753 jjoey@williamsinfra.com





MEETING DATE: June 10, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Professional Services Contract for Project SS7662; Beaver Mitigation and Maintenance, as requested by Columbia Water on November 11, 2024. Award to McClam and Associates, Inc., in an amount not to exceed \$1,000,000.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date one (1) year from commencement and the option to renew for four (4) additional one-year periods. This firm is located in Little Mountain, SC.

REQUISITION NO.: R234116

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Wastewater Maintenance - Special Contracts Water/Sewer/Stormwater (5516205-638305). The original budget amount is \$1,000,000.00.

CLEAN WATER 2020?: No

PURPOSE:

McClam and Associates, Inc. is the prime and will provide project management and administration services at 16.67% (\$158,003.64) of the total contract amount.

The following subcontractor will provide additional services:

Forest and Wildlife Innovations, Inc., located in West Columbia, SC, will provide animal control services at 83.33% (\$789,996.36) of the total contract amount.

There was one (1) response to RFP009-24-25-WDL Beaver Mitigation and Maintenance.

Base Bid	\$948,000.00
Contingency	\$52,000.00
Total	\$1,000,000.00

ATTACHMENTS:

- **#a:** Council Memo (PDF)
- **#b:** City Council Tear Sheet Beaver Mitigation and Maintenance (PDF)
- **#c:** Final.Contract.RFP009-24-25-WDL (PDF)



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

FROM: Stephen Nabholz, Wastewater Maintenance, Contracts Project Manager

DATE: June 3, 2025

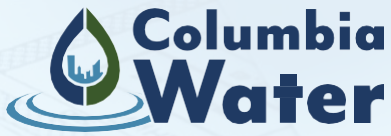
SUBJECT: Request for Approval
Beaver Mitigation and Maintenance

We are requesting Council to approve a New Contract for Sanitary Sewer Beaver Mitigation & Maintenance RFP009-24-25-WDL as requested by Columbia Water for an award to McClam & Associates headquartered in Little Mountain, SC, in an amount not to exceed \$1,000,000.00. The purpose of this project is to assist the City of Columbia with beaver mitigation services. These services are urgently necessary to manage beaver populations and their impact on Columbia's sewer mains and easements, ensuring emergency access for maintenance and reducing inflow and infiltration caused by flooding. The services performed as a part of this Scope of Services include the implementation of beaver management and control strategies, dam removal, and associated monitoring.

Other contracts (SS7604 Continued Sewer Assessment Program, SS6786 Annual Gravity Sewer MH Lining & Replacement, and SS7271 Sanitary Sewer Easement Maintenance) are directly impacted by the access issues to Major Manholes in easements flooded by beaver dams. With the goal of meeting relevant contract deadlines and fully utilizing the annual CIP budget we are asking for a July 1st, 2025 start date.

Funding Source for this contract is \$1,000,000.00 from the CIP budget. The original contract value is \$79,000.00/month for a total of \$948,000.00/year. Contingency will be \$52,000.00.

The subcontractor for this project is Forest and Wildlife Innovations, who will provide specialized beaver mitigation field services for \$789,996.40 (83.33% of total Contract). No other subcontractors are included.



Wastewater Project

RFP009-24-25-WDL Beaver Mitigation and Maintenance

Project Description: This project includes beaver mitigation, dam removal, ongoing monitoring, and maintenance of Wastewater easements impacted by flooding.

Objectives: This project aims to reduce wet weather inflow and infiltration, damage to easements and sewer assets, and access safety issues for maintenance staff.

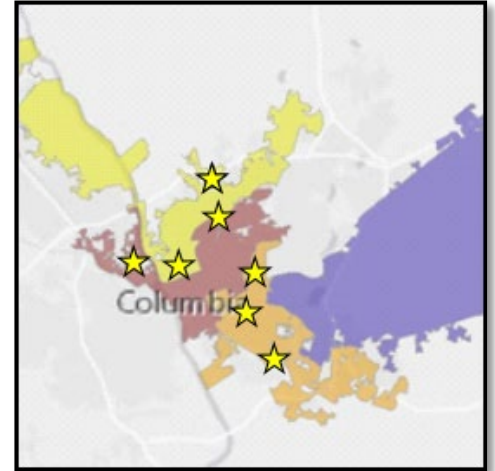
Project Type: O&M

Council District: Multiple

Project Funding: This project is being funded through Wastewater Maintenance's O&M Budget. The total project cost with contingency is \$1,000,000.00.

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

Scott Nolff, McClam & Associates
Contractor
803.345.9194 | snolff@mcclam.net





CONTRACT FOR PROFESSIONAL SERVICES

This Contract is awarded under procurement method RFP009-24-25-WDL Beaver Mitigation and Maintenance.

1. **PURPOSE** – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and McClam and Associates, Inc. (hereinafter referred to as the “Contractor”), to ensure the accessibility of sanitary sewer easements for the City of Columbia, South Carolina (hereafter called the “OWNER”) and to perform ongoing services to remove beaver dams and nuisance beavers for the City of Columbia, SC.

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Contractor shall provide the scope of work more fully described in Exhibit A, attached hereto. The Contractor shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit Project Manual.
3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional 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 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 services performed.

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

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

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor shall complete any and all services performed under this Contract within the timeframes as outlined in Exhibit B, attached hereto.
6. **COMPENSATION** – (See Exhibit C)

- A. The total compensation to be paid by the City to the Consultant under this Contract shall not exceed One Million Dollars and No/100 (\$1,000,000.00).

The City will pay Consultant for performance of the work in accordance with the Contract Documents in current funds at the contract amount agreed upon on the Consultants Compensation Form attached to this Contract which establishes the contract value shall not exceed Nine-Hundred Forty-Eight Thousand Dollars and No/100 (\$948,000.00) **unless written approval is authorized by the City.**

The maximum potential value of the contract includes a City controlled contingency allowance in the amount of Fifty-Two Thousand Dollars and No/100 (\$52,000.00). This contingency amount will be administered, if necessary, at the discretion of the City for optional additional services within the pre-determined Scope of Services for this Contract.

- B. The Contractor shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Contractor must invoice monthly regardless of work being completed during that period. If no work is completed, a zero-balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Contractor, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.
- C. Invoicing Procedure
Failure of the Contractor to follow these invoice requirements will result in the delay of payment of the invoice.
- D. Prompt Payment to Subconsultants and Material Suppliers (Use Prompt Payment Affidavit)
 - 1. The Contractor is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Contractor has received payment from the City.
 - 2. In addition, all retainage amounts received from the City by the Contractor must be paid by the Contractor to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.
 - 3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.
 - 4. The Contractor is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
 - 5. The City will not pay the Contractor for subsequent work performed unless and until the Contractor ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Contractors sworn statement that it has complied with the prompt payment requirements. The Contractor must submit a

Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

E. Affirmative Action Procurement and Contracting Goals:

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

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

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

F. Subcontracting Goals

Under this Contract, the subcontracting goals are as follows:

SB Goals	<u>75</u>	%
MBE	<u> </u>	%
WBE	<u> </u>	%
LSA	<u> </u>	%

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) **Non-applicable** – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for

growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project.

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

8. INDEMNIFICATION & INSURANCE

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

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

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

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

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

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

- B. The Contractor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Contractor and any Subconsultant of the Contractor commencing any services under this Contract and this insurance shall remain in effect throughout the term of this Contract, and any

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

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

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

9. PERMITS & LICENSES

- A. The Contractor shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Contractor in performing the services required under this Contract. The Contractor shall be responsible for any costs relating to same.
- B. The Contractor shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Contractor to perform the services required under this Contract. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Contractor s Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/Contracts. The City shall obtain the approvals and/or permits identified by the Contractor and pay any costs relating to same.
- C. The Contractor shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
- D. The Contractor shall procure a City of Columbia business license while performing services under this Contract.

- 10. **DUTIES UPON TERMINATION** – At termination of this Contract, the Contractor shall immediately provide the City with all records and data in any format the Contractor is capable of producing and at no cost to the City, which were generated, created or received by the Contractor in performance of the services required by this Contract or as the City may deem necessary to perform the required services by the City or the Contractor's successor. All records shall be free from any proprietary claims or interest. The Contractor agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

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

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

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

- A. **DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term;
- B. The Contractor fails to perform any of the services required in this Contract and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
- C. Force Majeure;
- D. The City, at its sole option and discretion, has the right to terminate this Contract for any reason whatsoever. A termination for default under this Contract, if wrongfully made, shall be treated as a termination for convenience under this clause;
- E. Upon expiration of the term of this Contract; and
- F. By mutual Contract.
Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Contract prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this Contract. 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.

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Contractor or any Subconsultant retained by the Contractor and related to the services

required by this Contract shall be the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by this Contract.

14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Contractor or any Subconsultant retained by the Contractor and related to the services required by this Contract shall be the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by this Contract.
15. **NOTICE** - All notices and communications in connection with this Contract will be addressed to the following:

City of Columbia

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

McClam and Associates, Inc.

Name: Scott Nolff
Title: Project Manager
Address: 1642 Holy Trinity Church Road
Little Mountain, SC 29075
Phone: 803-345-9194
Email: snolff@mcclam.net

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

- A. The services performed by the Contractor pursuant to this Contract are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Contractor by the City and is incorporated by reference herein. The Contractor shall perform the services pursuant to this Contract in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Contractor shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Contractor's possession or control that relate in any manner to the Contractor's performance under this Contract ("Preserved Documents"). Upon the Contractor's performance of all services required under this Contract, the Contractor shall provide the City with all Preserved Documents. In addition to the requirements above, the Contractor shall provide the City with all Preserved Documents upon termination of this Contract.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Contractor shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Contractor first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Contractor shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or

- mitigate the delay or the effect of the delay; and the Contractor's rationale for attributing such delay to a force majeure event. The Contractor shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Contractor shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Contractor neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Contractor agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Contractor that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Contractor's failure to perform pursuant to the Contract.
 - E. The Contractor shall perform the services pursuant to this Contract using sound Contracting practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

- A. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the City and the Contractor.
- B. The Contractor shall be responsible for performance of all services required by this Contract. 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 services required by this Contract without the written consent of the City. The Contractor shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Contractor.
The Contractor shall furnish and its Subconsultants shall furnish all information and reports required hereunder.
- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Contract, 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 Contract, if any, shall not be construed against the City.
- E. This Contract shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The 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 Contract 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 Contract represents the entire Contract between the City and the Contractor and supersedes all prior communications, negotiations, representations or Contracts, either written or oral. The parties may amend this Contract at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.
The City may, in its discretion, amend this Contract to conform with federal, state, or local

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

"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 Contractors operations, including, but not limited to the Contractors employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The 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 Contract shall be binding upon the respondent and upon its successors and assignees. This Contract shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Contract 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.
- N. Every exhibit, schedule and appendix attached to this Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise. This Contract, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Contract and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

McClam and Associates, Inc.
RFP009-24-25-WDL Beaver Mitigation and Maintenance

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date:

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

5/19/2025

McClam and Associates

JUSTIN TRONE, PRESIDENT

Print: Name/Title

[Signature]

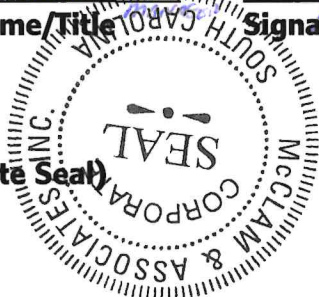
Signature

5/27/2025

Date:

(Corporate Seal)

Attest



[Signature]

Signature

5/27/2025

Date:

List of Exhibits

Exhibit A – Scope of Work

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

EXHIBIT A - PROJECT MANUAL

SANITARY SEWER BEAVER MITIGATION AND MAINTENANCE

ANNUAL MAINTENANCE CONTRACT



CITY OF COLUMBIA

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1. PURPOSE

- 1.1. The purpose of this project is to ensure the accessibility of sanitary sewer easements for the City of Columbia, South Carolina (hereafter called the "OWNER") and to perform ongoing services to remove beaver dams and nuisance beavers. The work will include coordinating and conducting regular visits to monitor (as often as weekly) selected locations as identified by Columbia Water and Contractor to perform duties to include the removal of beaver, beaver dams, and other debris to maintain unrestricted flows of water from these locations.
- 1.2. This project is established to support Gravity Sewer System Operations and Maintenance Program (GSOMP) and Transmission System Operations and Maintenance Program (TSOMP) administration for the OWNER. The GSOMP and TSOMP ensure the OWNER can address and prevent SSOs associated with gravity sewers, manholes, inverted siphons, pump stations, and force mains.
- 1.3. The OWNER currently operates under the terms of a Consent Decree and is mandated by the United States Environmental Protection Agency (EPA) and the South Carolina Department of Health and Environmental Control (SCDHEC) to administer the GSOMP and TSOMP. At all times during fulfillment of the project described herein, CONTRACTOR activities and deliverables shall support the GSOMP, TSOMP, and the requirements of the Consent Decree to the maximum extent possible.

2. SCOPE

- 2.1. In general terms, the work described includes Sanitary Sewer System easement accessibility to coordinate and perform ongoing services to remove beaver dams and nuisance beavers for the OWNER. The majority of the Sanitary Sewer System pipelines are located within OWNER-owned property or easements owned, leased, or operated by the OWNER.
 - 2.1.1. The OWNER has sewer easements of varying width. Within these easements are beaver dams that have restricted the flow of water creating flooding and limited access to sanitary sewer pipelines for inspection and maintenance.
 - A. The CONTRACTOR shall coordinate and/or conduct regular visits to selected locations to include the removal of beaver, beaver dams, and other debris to maintain unrestricted flows of water from these locations.
 - B. The OWNER representative will identify the locations, if known, where beavers have created areas of restricted flows or water from these locations.
 - 2.1.2. The OWNER requires easement access to perform maintenance of these locations. Beaver dams have become a problem limiting ease of access at certain locations. The following in addition to any associated peripheral activities required.
 - A. The CONTRACTOR will provide and manage field staff to perform nuisance beaver control and beaver dam removal and monitoring of locations throughout the City of Columbia along sewer easements and close adjacent areas.

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- B. The CONTRACTOR will notify and meet with homeowners on work schedule of work activities adjacent to their property to include when the CONTRACTOR will be working in their area.
 - C. CONTRACTOR will scout and monitor previously trapped areas for beavers on a weekly basis.
 - D. CONTRACTOR will meet with respective regulatory agencies prior to starting work; ensure nuisance beaver and dam removal personnel secure the proper permits that allow the taking of beavers from locations.
 - E. Removal of dams will need to be completed by CONTRACTOR using equipment. Explosives will not be allowed in the removal of beaver dams by CONTRACTOR. Dam removal is normally accomplished using hand tools, or mechanical equipment such as backhoes. CONTRACTOR should be aware that the removal of a beaver dam may not necessarily prevent future beaver activity in the area.
 - F. CONTRACTOR shall understand and exercise caution when proceeding with dam removal due to the possibility of downstream flooding and damage and the re-entry of dam material into the water body.
 - G. CONTRACTOR shall use existing trails, roads, access points wherever possible and shall avoid tree, shrub removal whenever possible and use methods to prevent substrate compaction (e.g., swamp mats, pads).
 - H. CONTRACTOR shall avoid stockpiling of material on stream banks in riparian zones. Grading of streambanks or approaches shall be avoided and limited on watercourse banks to the area required for the footprint of the work. CONTRACTOR shall restore stream banks and riparian vegetation affected by the work back to their natural state.
- 2.2. The OWNER's entire Sanitary Sewer System is comprised of eight (8) basins which are further subdivided into numbered sub-basins. The Sanitary Sewer System shall be identified by basin and sub-basin to define the scope of beaver maintenance. Maps shall be provided by the OWNER and shall show, to the maximum accuracy possible based on current OWNER mapping data, the areas included within the scope of this project.
- 2.2.1. Property and easements encountered during this project can vary from wet, low lying areas next to creeks, streams, or rivers to those in fully developed neighborhoods and business districts, to easements on steeply sloped embankments, or to areas at OWNER-owned facilities.
- 2.3. This project scope is defined to be facilitated through an annual contract basis (fiscal year July 1-June 30) with multiple one (1) year renewals at the original bid rate. The option to authorize renewal at the end of the first contract fiscal year is at the sole discretion of the OWNER, but the CONTRACTOR shall have the option to decline the renewal. At the end of the **FOURTH** contract fiscal year, the contract shall expire without exception.

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- 2.3.1. Any contract entered into by the OWNER resulting from a contract renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.
- 2.3.2. The CONTRACTOR shall notify the OWNER at least 90 days prior to June 30 of the active fiscal year if they do not wish to renew the contract for the following one (1) year period. If the CONTRACTOR does not decline renewal prior to the deadline, the contract shall renew for one (1) year at the original bid rate and upon funding appropriation unless renewal is declined by the OWNER.
- 2.4. **Project Work Scope:** This project scope includes all identified beaver dams in the OWNER's Sanitary Sewer System.
- 2.4.1. Project Work Scope Priorities are based on identifying the areas impacting accessing to the sanitary sewer system. The CONTRACTOR shall consider working in areas identified and progress through the areas identified with the OWNER Representative.
- A. The project shall begin and progress as outlined in the Project Work Scope Priorities during the initial and renewal phases of the contract. Planned renewal phase Project Work Scope is subject to adjustment based on OWNER need and shall be confirmed prior to each contract renewal.
 - B. Beaver maintenance shall be completed for each priority location that has been identified by OWNER and CONTRACTOR with beaver infestation. Beaver maintenance work shall be completed and documented in each location.
 - i. Exceptions due to urgent or emergency needs may be identified at the sole discretion of the OWNER.
 - C. OWNER requires the inspection to be completed by CONTRACTOR. Once inspections of designated areas are completed, CONTRACTOR will provide information to OWNER on the location of beaver habitats to be removed. GPS of these locations will be required and provided by CONTRACTOR.
 - D. CONTRACTOR shall:
 - i. Furnish the materials and labor to successfully trap all beavers and destroy all beaver dams surrounding all identified sewer easements.
 - ii. Be responsible for setting and checking (monitoring) of all traps and contacting property owners to allow access to locations.
 - iii. Be responsible for acquiring all necessary permits to legally conduct trapping effort.
 - iv. Areas given the highest priority are designed to be fulfilled within one contract year.
- 2.4.2. The OWNER Representative may identify urgent or emergency beaver mitigation needs in Sanitary Sewer System areas other than those outlined in the Project Work Scope Priorities.

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The CONTRACTOR shall address those needs as requested in writing by the OWNER Representative.

- 2.4.3. Maps shall be provided by the OWNER and shall show, to the maximum accuracy possible based on current OWNER mapping data, the OWNER's Sanitary Sewer System. Detailed map books of project work scope priority areas shall be provided by the OWNER prior to project work initiation.

The following are potential areas of beaver trapping and dam removal. CONTRACTOR and OWNER will need to work together at the onset of the project to prioritize locations.

Priority Locations
USC Drainage Area
Monticello Road to Fairfield Road
North Main Street
Hastings Point
Farrow Road
Burnside
Gills Creek
Saluda River Lift Station
Coldstream
Superior Street
Park Street
Broad River
Bluff Road
Koon Store Road Area
Hardscrabble Road Area from Farrow Road to Clemson Road

- 2.5. The following scope of services is applicable to each identified work area:

- 2.5.1. The CONTRACTOR shall perform all administrative and management tasks necessary to support satisfactory completion of the work scope as described in the project specifications herein, including, but not limited to, project schedule development and update, valid license and certification upkeep, safety and traffic control plan development and implementation, payment application submission, and work progress tracking via the Contractor Work Summary.
- 2.5.2. The CONTRACTOR shall perform work in accordance with this Project Manual and the project specifications. This work shall include all license and certification requirements, staffing and labor, equipment, tools, accessories, and materials required to provide maintenance of sanitary sewer easements.

3. CONTACT INFORMATION

- 3.1. OWNER Representative:

Contracts Project Manager
Columbia Water - Wastewater Management Division

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P.O. Box 147
Columbia, SC 29217

4. REFERENCES

4.1. City of Columbia Engineering Regulations

4.1.1. Part 15, General Specifications; including but not limited to:

- A. 15.39 – Changes in Work
- B. 15.44 – Procedures for Submitting Pay Requests
- C. 15.45 – Acceptance of Work, Final Payment, and Closeout Procedures
- D. 15.59 – Cleanup and Restoration
- E. 15.61 – Sediment and Erosion Control
- F. 15.68 – Maintenance of Traffic

4.1.2. Part 20, Specifications for Sodding, Fertilizing, and Seeding

4.2. South Carolina Code of Laws

4.3. South Carolina Department of Pesticide Regulation (SCDPR)

4.3.1. Rules and Regulations Article 17 “South Carolina Pesticide Control”

4.4. South Carolina Occupational Safety and Health Administration (OSHA), United States Code

4.4.1. Title 20, Code of Federal Regulations, Part 1910 Occupational Safety and Health Standards

4.5. United States Department of Labor (DOL)

4.5.1. Executive Order 11246, Equal Employment Opportunity

4.6. United States Environmental Protection Agency (EPA)

4.6.1. Consent Decree, City of Columbia

5. DEFINITIONS

5.1. Definitions and descriptions associated with this Project Manual may be found in the following locations:

5.1.1. Final Consent Decree, City of Columbia

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6. RESPONSIBILITIES

6.1. OWNER Responsibilities

- 6.1.1. The OWNER representative shall manage the coordination of status meetings, receipt and acceptance of project deliverables, and determination of satisfactory project work scope completion.
- 6.1.2. The OWNER representative shall review and provide approval or rejection of requested project schedule changes.
- 6.1.3. The OWNER representative shall, to the maximum extent practical, make archived drawings and maps of sewer system segments associated with this project available to the CONTRACTOR for use.
- 6.1.4. The OWNER representative shall be responsible for providing clarifications requested by the CONTRACTOR as necessary to assist with completion of work as specified herein.

6.2. CONTRACTOR Responsibilities

- 6.2.1. The CONTRACTOR shall be responsible for safe execution of the project work scope and develop and submit a project-specific safety plan.
- 6.2.2. The CONTRACTOR shall comply with all federal, state, and local laws during execution of the project work scope.
- 6.2.3. The CONTRACTOR shall ensure personnel and vehicles associated with this project are positively identified to the public as specified herein.
- 6.2.4. The CONTRACTOR shall be responsible for quality control during execution of the project work scope as described in the project specifications.
- 6.2.5. The CONTRACTOR shall ensure that qualifications and licensure requirements as described herein are maintained throughout the execution of the project work scope.
- 6.2.6. The CONTRACTOR shall be responsible for making notifications as described in the project specifications.
- 6.2.7. The CONTRACTOR shall be responsible for preparing for and attending meetings as identified in the project specifications.
- 6.2.8. The CONTRACTOR shall be responsible for developing and maintaining the project schedule.
- 6.2.9. The CONTRACTOR shall be responsible for tracking progress and work activities as described in the project specifications.
- 6.2.10. The CONTRACTOR shall be responsible for work scope completion as described herein in accordance with the project specifications.

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6.2.11. The CONTRACTOR shall be responsible for submission of deliverables satisfactory to the OWNER as described herein in accordance with the project specifications.

6.2.12. The CONTRACTOR shall be responsible for submission of timely pay requests and additional information required to allow the OWNER representative to confirm work completion.

7. PROJECT SPECIFICATIONS

7.1. GENERAL REQUIREMENTS

7.1.1. Portions of the City of Columbia Regulations , Part 15, and Part 20 which address conditions directly associated with this project are in effect.

- A. In cases where the City of Columbia Regulations conflict with this Project Manual, the direction in this Project Manual shall take precedence.
- B. Instances where the City of Columbia Regulations address conditions directly associated with this project but are either enhanced or replaced by exception in these project specifications are identified herein.

7.1.2. The CONTRACTOR shall ensure compliance with all federal, state, and local ordinances pertaining to the type of work specified herein. Particular attention shall be paid to those laws and ordinances relating to herbicide application, traffic safety regulations, and encroachment permits.

7.1.3. Safety

- A. The CONTRACTOR shall ensure that all project activities conform to state and federal Occupational Safety and Health Administration (OSHA) standards and regulations.
- B. The CONTRACTOR shall obtain OWNER safety requirement procedures and manuals and ensure that all project activities meet or exceed such requirements.
- C. The CONTRACTOR shall develop a project-specific Safety Plan and submit to the OWNER representative for review and comment. **[DELIVERABLE]**
- D. All personnel shall wear appropriate Personal Protective Equipment (PPE) as required by regulations at all times while performing work or in the vicinity of work activities.
- E. Safety practices during project activities shall be in accordance with the applicable project specifications.

7.1.4. Positive Identification

- A. CONTRACTOR shall use company marked vehicles at all times during the project to outwardly demonstrate the business name.

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- B. CONTRACTOR personnel shall be prepared to provide identification to persons inquiring about their operations at all times while on OWNER property or easements owned, leased, or operated by the OWNER.
- C. CONTRACTOR personnel directly involved in contacting property owners are required to have identification, complete with photograph, associating them with their employer.
 - i. Identification shall be prominently displayed at all times while engaged in contact with property owners.

7.1.5. Quality Control

- A. The CONTRACTOR shall be responsible for conducting any preliminary inspections of the project documentation and work area to ensure accuracy and ability to comply with the project specifications.
- B. The CONTRACTOR shall implement and adhere to internal quality control and quality assurance procedures for all project activities, including subcontractor/subconsultant work.
- C. The CONTRACTOR shall make any quality control and quality assurance processes material to the project available for review by OWNER representative or designee as requested.
- D. The CONTRACTOR shall provide staffing as needed to complete work without undue delay and within the contract time allotted.
- E. The CONTRACTOR shall assume full responsibility for all damages to OWNER property and other public and private property, including the cost of reparations to OWNER and property owner satisfaction.

7.1.6. Encroachment Permits

- A. The CONTRACTOR shall be responsible for obtaining all encroachment permits necessary to access easements and rights-of-way encountered throughout completion of the project (e.g. County, SCDOT, etc.).
- B. The CONTRACTOR shall be responsible for requesting and coordinating all OWNER information and input necessary to obtain permits.
- C. The CONTRACTOR shall adhere to all requirements of encroachment permits while performing work within their scope. In the event that an approved permit conflicts with the direction of this project manual, the CONTRACTOR shall notify the OWNER representative prior to execution of the permit to address the discrepancy. Failure to provide reasonable notification of permit discrepancies does not relieve the

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CONTRACTOR from the responsibility of timely work completion. Impacts shall be at the CONTRACTOR's expense.

- D. The CONTRACTOR shall provide copies of each permit obtained for completion of the project to the OWNER a minimum of three (3) business days prior to execution of the work associated with each permit. **[DELIVERABLE]**

7.1.7. Stormwater Permits

- A. The CONTRACTOR does not require a Stormwater permit to complete project work.

7.2. NOTIFICATION AND COMMUNICATION

7.2.1. Property Owner Notification

- A. Notifications during project activities shall be in accordance with the applicable project specifications.
- i. CONTRACTOR shall draft notification language for approval by the OWNER representative.
 - ii. OWNER representative shall review, provide feedback, and make final approval of written notifications.
 - iii. CONTRACTOR shall prepare and distribute copies of all public notifications.
 - iv. Each written notice shall include, at minimum:
 - a. Date and time of activity start
 - b. Estimated date and time of activity completion
 - c. CONTRACTOR telephone number for property owners to call for information while work is in progress.

7.2.2. OWNER Representative Notification and Communication

- A. The CONTRACTOR shall utilize the OWNER representative as the primary point of contact for all project activities.
- i. Additional personnel may be designated by the OWNER representative to communicate with the CONTRACTOR, but the OWNER representative shall receive, at minimum, a copy of all correspondence.
 - ii. The CONTRACTOR shall provide names, phone numbers, and email addresses of individuals who shall serve as points-of-contact and who shall be able to notify work crews of the need to immediately stop work or other work impacts.

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- B. Notifications during project activities shall be in accordance with the applicable project specifications.
- C. The CONTRACTOR shall utilize the project Sharepoint (web-based document storage, sharing, and controls) site directly or via email to share and document project progress, data, decisions, deliverables, and other information material to the project.
 - i. The CONTRACTOR shall attend a brief Sharepoint user introduction session provided by the OWNER in order to gain access to the site. Scheduling of the session shall be coordinated with the OWNER representative.
- D. Notify OWNER representative IMMEDIATELY for:
 - i. Any conditions or defects posing imminent danger to the public (e.g. missing manhole lids, broken covers, sink holes, etc.)
 - ii. Any property owner objection to project work on their property
 - iii. Any changes to scope of work necessary for project completion (**NOTE: Changes shall be made only upon OWNER written authorization**)
 - a. OWNER representative or designee shall review scope change requests and provide written authorization if approved.
- E. Notify OWNER representative at the time of any deliverable submittal.

7.2.3. Project Meetings

- A. Project Kickoff Meeting
 - i. The CONTRACTOR shall attend a Project Kickoff Meeting prior to work commencement.
 - ii. The OWNER representative shall coordinate with the CONTRACTOR for scheduling of the Project Kickoff Meeting.
- B. Monthly Project Update Meetings
 - i. The CONTRACTOR shall attend Monthly Project Update Meetings identifying progress and schedule throughout the project.
 - ii. The CONTRACTOR shall provide the monthly project status report in support of Monthly Project Update Meetings which includes information required by the project specifications.
- C. The CONTRACTOR shall attend additional meetings as requested by the OWNER representative with a minimum 3 calendar day notice.

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7.3. PROJECT SCHEDULES AND STATUS UPDATES

7.3.1. The CONTRACTOR shall develop and maintain the project schedule.

- A. The initial project schedule shall be provided to the OWNER representative for review prior to work commencement. **[DELIVERABLE]**
 - i. The CONTRACTOR is responsible for consideration of delays due to weather or other natural factors when coordinating resources and developing the project schedule. The CONTRACTOR shall not be entitled to contract time extension due to normal inclement weather.
 - ii. The following baseline is established for inclement weather delays. The CONTRACTOR may be granted contract time extension in half-day increments if substantial evidence of excess inclement weather beyond the baseline can be provided to the OWNER representative's satisfaction. The baseline shall be cumulative for each month included in the project work schedule.
 - a. January (8 days); February (6 days); March (7 days); April (5 days); May (6 days); June (7 days); July (8 days); August (7 days); September (5 days); October (4 days); November (4 days); December (6 days)
- B. Schedule shall be updated not less than monthly and provided to the OWNER representative for review as part of the Monthly Project Status Report. **[DELIVERABLE]**
- C. The OWNER representative shall have approval authority for any schedule changes from the initial project schedule.
 - i. If any schedule changes not due to weather or other natural factors are rejected by the OWNER representative, the CONTRACTOR is responsible for ensuring that work continues on schedule.
 - ii. The OWNER representative shall provide schedule change approval or rejection in writing.
 - iii. The OWNER representative schedule change approval process shall in no way relieve the CONTRACTOR's obligation to perform project work in accordance with the latest approved schedule.
 - iv. Any schedule change requests submitted with less than 48 hour notice shall be assumed rejected unless directed by the OWNER representative in writing.

7.3.2. Contractor Work Summary

- A. The Contractor Work Summary is the primary method by which the Contractor identifies work completed for each of the OWNER's Sanitary Sewer assets. The

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Contractor Work Summary shall be constantly maintained and shall be submitted at least monthly to the OWNER for review.

- B. Contractor Work Summary submission shall occur either with or prior to submission of the draft Applications for Payment. Contractor Work Summary shall clearly correspond to charges identified in each Payment Application. Charges submitted in a Payment Application which are not represented in the corresponding Contractor Work Summary shall be rejected.

7.3.3. Working Hour Restrictions

- A. Work in public street rights-of-way is restricted to between 7:00 A.M. and 7:00 P.M., Monday through Friday unless otherwise addressed by a valid Encroachment Permit.
- B. Work obstructing traffic along and across major thoroughfare streets or intersections is restricted and shall not occur between 7:00 A.M. and 9:00 A.M. and between 4:00 P.M. and 6:00 P.M. unless otherwise addressed by a valid Encroachment Permit.
- C. Work beyond the street rights-of-way is restricted to between 7:00 A.M. and 7:00 P.M., Monday through Friday.
- D. For work at other times and days, the CONTRACTOR shall submit to the OWNER representative for approval a request for change in work hours.
- E. A request shall be submitted no later than 3 business days prior to the time and date of requested schedule change.

7.3.4. DAILY work activities and work progress shall be monitored and available for review as requested by the OWNER representative.

- A. DAILY notification of work activities and work location shall be provided to the OWNER representative.

7.3.5. A preview report of work for the upcoming week shall be submitted WEEKLY. **[DELIVERABLE]**

- A. The CONTRACTOR shall identify any potential risks to timely work completion.
- B. The CONTRACTOR shall identify planned activities, locations, and target assets and addresses.

7.3.6. A project status report shall be submitted MONTHLY. **[DELIVERABLE]**

- A. Status report shall be submitted no less than 7 calendar days prior to the scheduled Monthly Project Status meetings.

7.4. WORK COMPLETION

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7.4.1. Control of Work

- A. The CONTRACTOR shall be responsible for arranging all utilities required for completion of the project (e.g. water connection, temporary electrical services, etc.).

7.4.2. Maintenance and Protection of Traffic

- A. The CONTRACTOR shall be responsible for arranging all traffic control resources required and performing work in accordance with applicable Encroachment Permits.

7.4.3. Sedimentation and Erosion Control

- A. The CONTRACTOR shall be responsible for arranging all sedimentation and erosion control resources required.

7.5. PROJECT COMPLETION AND CONTRACT CLOSEOUT

7.5.1. Contract Closeout shall be in accordance with Engineering Regulations Part 15.

7.5.2. Substantial Completion

- A. The time at which project work has progressed to the point where easement maintenance activities are sufficiently complete for assets to be accessed for sewer inspections and maintenance.

7.5.3. Final Completion

- A. The time at which all required documentation has been satisfactorily completed and submitted by the CONTRACTOR and approved by the OWNER representative.
 - i. A minimum of 30 days shall be allowed for OWNER review and approval of submitted documentation.

7.6. WARRANTY

7.6.1. The CONTRACTOR shall provide warranty guarantees in accordance with Engineering Regulations Part 15.

7.7. PAYMENT

7.7.1. The CONTRACTOR is responsible for submitting payment applications and all supporting documentation in accordance with Engineering Regulations Part 15. **[DELIVERABLE]**

7.8. PROJECT DELIVERABLES

7.8.1. Project deliverables shall be submitted in accordance with applicable inspection, and documentation sections of the Engineering Regulations.

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8. SPECIAL PROVISIONS

8.1. City of Columbia Regulations, Part 15

- 8.1.1. In cases where the City of Columbia Regulations conflict with this Project Manual, the direction in this Project Manual shall take precedence.
- 8.1.2. In general, references to the "City" in Part 15 shall mean the "OWNER" as identified in this Project Manual.
- 8.1.3. In general, references to "City Engineer," "Engineer," "Construction Management," or other similar titles in Part 15 shall mean "OWNER representative" as identified in this Project Manual.
- 8.1.4. The conditions of payment application acceptance shall be as specified in this Project Manual.
- 8.1.5. The specific period of the Warranty and Guarantee of work shall be as specified in this Project Manual.

8.2. City of Columbia Regulations, Part 20

- 8.2.1. In cases where the City of Columbia Regulations conflict with this Project Manual, the direction in this Project Manual shall take precedence.

EXHIBIT B – SCHEDULE FOR COMPLETION OF SERVICES

The specific basin and location schedule shall be established on an annual basis as proposed by the Contractor and accepted by the City.

The City reserves the right to adjust, add, or delete specific locations as necessary and agreed upon by the Contractor.

EXHIBIT C – COMPENSATION

The Year 1 compensation paid to the Contractor shall be on a flat monthly rate as follows:

Item	Monthly Rate	Annual Total
Monthly Amount	\$79,000.00	\$948,000.00
Contingency	N/A	\$52,000.00
Grand Total	\$79,000.00	\$1,000,000.00

Utilization of the contingency is at the sole discretion of the City.

The compensation annual renewal terms shall be negotiated on a year-by-year basis and need.

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)
Forest and Wildlife Innovations, Inc.	V008239	Animal Control	\$65,833.03/month	83.33%	none	

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 \$ 65,833.33/month

TOTAL CONTRACT AMOUNT: \$ 79,000.00/month

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

Business Name: - McClam & Associates

Representative Name/Title: Scott Noll, Project Manager

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Forest and Wildlife Innovations, Inc.

Company Name

1950 Craigsen Lane West Columbia, SC 29169

Physical Address

same as above

Mailing Address

West Columbia, SC 29169

City/State Zip Code + 4

803 936-9453

()
Phone number

()
Fax number

Jason Peebles

Primary Contact Name

Secondary Contact Name

jason@forestandwildlife.com

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number

()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

Solicitation Name and Number: Sanitary Sewer Beaver Mitigation & Maintenance RFP009-24-25

References of: Forest and Wildlife Innovations
 (Name of Company)
Jason Peebles
 (Name of Individual)

The City of Columbia is collecting past performance information on Offerors and their key personnel. The information will be used to assist the City in the responsibility of Offerors to perform various projects.

The Offeror shall complete the following information regarding past projects as noted within the IFB/RFP/RFQu:

Reference Name:	<u>Mickey Freeman</u>	Date/Year of Project:	<u>2018-current</u>
Reference Phone:	<u>803 605 3142</u>	Reference Email:	<u>gamecockguy74@gmail.com</u>
Project Name:	<u>Grey Plantation</u>		
Project Description:	<u>270 acres of bottom land creeks and ponds</u>		
Project Value:	<u>\$62,039.00</u>		
Reference Name:	<u>Cliff Springs</u>	Date/Year of Project:	<u>2018-current</u>
Reference Phone:	<u>803 796 9666</u>	Reference Email:	<u>cliff@gencreative.com</u>
Project Name:	<u>Springs Pond</u>		
Project Description:	<u>Pond Maintenance & Trapping</u>		
Project Value:	<u>\$84,320.00</u>		
Reference Name:	<u>Thomas Davis</u>	Date/Year of Project:	<u>2022--Current</u>
Reference Phone:	<u>803 999 8807</u>	Reference Email:	<u>thomasjj789@yahoo.com</u>
Project Name:	<u>Davis Farms</u>		
Project Description:	<u>1400 ac Pond Maintenance and Trapping</u>		
Project Value:	<u>\$128,489.00</u>		
Reference Name:	<u>Dana Higgins</u>	Date/Year of Project:	<u>2009-2014</u>
Reference Phone:	<u>803 545 3285</u>	Reference Email:	<u>drhiggins@columbiasc.net</u>
Project Name:	<u>Beaver Trapping & Maintenance</u>		
Project Description:	<u>Trapping and Maintenance of beavers throughout Columbia sewer Sub-Basins</u>		
Project Value:	<u>\$1,200,000.00</u>		



MEETING DATE: June 10, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP
AMENDMENT, AND ZONING MAP AMENDMENT for
84, 92, and 94 Bluff Road, TMS# 11204-02-40

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-034 - Annexing 84, 92, and 94 Bluff Road, Richland County TMS #11204-02-40 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 Mixed Residential Type 3 (UCMR-3) and assign zoning of Residential Two-Family - Mill Village District (RD-MV), portions within the Floodplain Overlay District (OV-FP) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential 6 (R6) by Richland County.

Council District: 3

Applicant: Sandlapper Management Company, LLC

Staff Recommendation: Denial

PC Recommendation: 04/10/2025; Approval (5-0)

First reading approval was given on May 20, 2025.

ATTACHMENTS:

- **#a:** 2025-034 - Annex and Incorporate 84, 92, and 94 Bluff Road (PDF)
- **#b:** ANNEX-2025-0004_Bluff92_ZPH Packet (PDF)

HISTORY:**05/20/25****Columbia City Council APPROVED ON FIRST READING.**Mr. Jason Holiday

ORDINANCE NO.: 2025-034

Annexing 84, 92, and 94 Bluff Road, Richland County TMS #11204-02-40 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 84, 92, and 94 Bluff Road, Richland County TMS # 11204-02-40 containing 1.28 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #3, Census Tract 28, and assigned a future land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) and zoning of Residential Two-Family - Mill Village District (RD-MV), portions within the Floodplain Overlay District (OV-FP).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 11204-02-40

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

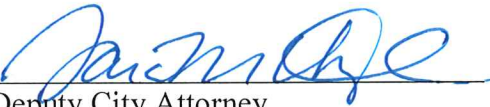
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2025-034**EXHIBIT "A"**
PROPERTY DESCRIPTION

All those certain pieces, parcels or lots of land, together with improvements thereon, if any, situate, lying and being located near the City of Columbia, in the County of Richland, State of South Carolina, containing 1.28 acres, and shown as TMS# 11204-02-40, Parcels 1, 2A, and 2B on a Plat prepared for Sandlapper Management Company, by Cox and Dinkins, Inc., dated January 14, 2025 and revised February 13, 2025, (the "Plat"). Said Plat being incorporated by reference for a more complete description of the property.

LEGAL DEPARTMENT DRAFT



CITY COUNCIL

May 20, 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

84, 92, and 94 Bluff Road, TMS# 11204-02-40

Council District: 3

Proposal: Request to annex the property, assign the land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) and assign zoning of Residential Two-Family - Mill Village District (RD-MV), portions within the Floodplain Overlay District (OV-FP) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential 6 (R6) by Richland County.

Applicant: Sandlapper Management Company, LLC

Staff Recommendation: Denial

PC Recommendation: 04/10/2025; Approval (5-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.28 acres

Current Use: Residential

Proposed Use: Residential

Reason for Annexation: Municipal Services – New Construction

Urban Service Area: Donut Hole – Primary

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

Proposed City Land Use Classification: Urban Core Mixed Residential Type 3 (UCMR-3)

Current County Zoning: Residential 6 (R6)

Proposed City Zoning: Residential Two-Family - Mill Village District (RD-MV), portions within the Floodplain Overlay District (OV-FP)

Census Tract: 28

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this proposed duplex development would be approximately \$2,000 per year, based on calls to similar nearby residential areas within the City limits.

Fire

The proposed annexation will not result in significant additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

A rental development would require a private dumpster service.

Engineering

Water lines currently exist in the area, however sewer lines are not currently available and the owner/developer will be responsible for extending lines to the property.

Water Customer Care

Any new units would represent new customers, who will pay water and sewer rates approximately 40% lower than out-of-city customers.

Planning & Development Services

Staff does not recommend annexation at this time due to a recently enacted development moratorium for this area by Richland County. While specific development plans are not known at this time, cost and revenue estimates are based upon an 8-unit rental duplex development; staff understands that this would be combined with the recently annexed (2024) properties adjacent to it for a larger duplex development. The estimated real estate tax revenue generated for the City would be **approximately \$11,500 per year** based on nearby similar developments.

* Estimated City Tax Revenue is based on 2024 millage for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0896)). The actual additional taxes paid by the property owner will generally be substantially lower than this number, as some millage items do not apply to in-City properties and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002278 for the 2024 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a “Donut Hole – Primary” in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City’s long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Donut Holes - Primary

Donut Holes - Primary are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexation within an area classified as Donut Hole - Primary is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Core Mixed Residential Type 3 (UCMR-3). The property is currently designated as Mixed Residential (High Density) by Richland County.

Refer to the attached land use classification descriptions for existing Richland County and proposed City of Columbia land use classifications.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the [Capital City Mill District Area & Corridor Plan](#) (2017) adopted by the City of Columbia and Richland County. The property falls within the Olympia Neighborhood sub area (pages 12 and 15-16), and the plan proposed a future land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) for the property (page 32). Specific Mill District Characteristics were provided related to each recommended future land use classification, and for UCMR-3, these were: “mill vernacular architecture; predominantly single-family; tertiary commercial uses should be limited to corridors with appropriate scale (Olympia Avenue + Whaley Street)” (page 32).

ZONING

The property is currently zoned Residential 6 (R6) by Richland County. Adjacent parcels within the City of Columbia are zoned Residential Two-Family - Mill Village District (RD-MV), portions within the Floodplain Overlay District (OV-FP) to the east, and Large Lot – Reserve District (LL-R), portions within the Floodplain Overlay District (OV-FP) and Floodway Overlay District (OV-FW) to the west and north. Adjacent parcels in unincorporated Richland County are currently zoned Residential 6 (R6).

It should be noted that the subject property and the adjacent unincorporated properties in Richland County's jurisdiction are within the boundaries of the proposed Neighborhood Character Overlay (NC-O) District. This proposed district has gone through a series of revisions and is on the agenda for the June 2 Richland County Planning Commission meeting. Furthermore, Richland County Council invoked the pending ordinance doctrine and passed **a temporary moratorium on new construction, rezoning, demolition, and substantial rehabilitation within this area** effective April 1, 2025. Subsequently, the moratorium received 3rd reading approval on May 7, and it is effective for a period of 180 days to give Richland County Council the chance to consider the proposed overlay.

The proposed City of Columbia zoning is Residential Two-Family - Mill Village District (RD-MV), portions within the Floodplain Overlay District (OV-FP).

Refer to the attached zoning district descriptions for more information on the proposed City of Columbia zoning.

Floodplain Overlay District (OV-FP)

The purpose of the Floodplain Overlay (OV-FP) District is to protect people and property from risks associated with flooding in floodplain areas, minimize disruption of commerce and critical services, and minimize the need for costly repairs due to flooding. District standards limit vulnerable uses and require certain uses to be located and constructed in a manner that avoids or mitigates damage in the event of flooding.

STAFF RECOMMENDATION

The applicant has requested this annexation with map amendment in order to develop for residential purposes, to possibly be developed along with the recently annexed properties that are adjacent to the east. Staff finds that the assignment of the future land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) and zoning of Residential Two-Family - Mill Village District (RD-MV), portions within the Floodplain Overlay District (OV-FP) would be the most appropriate City of Columbia classifications at the time of annexation.

However, as discussed under the *Zoning* heading above, staff notes that a recently enacted moratorium would apply to this property within its current jurisdiction, and annexation into the City of Columbia and our zoning and land use classifications would have the effect of removing these requirements.

In consideration of the criteria for map amendments (§17-2.5(c)(3)f.2 of the UDO), staff finds that this request is not appropriate due to the changing conditions in the affected area, and given the effect of this change on the property and on the surrounding neighborhood, **does not recommend approval of this request at this time.**



Subject Parcel

Future Land Use

92 Bluff Road, TMS# 11204-02-40

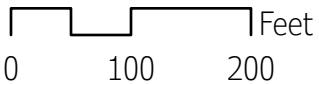
Current Richland County Future Land Use: Mixed Residential (High Density)

Proposed City Future Land Use: Urban Core Mixed Residential (UCMR-3)

18.b

Legend

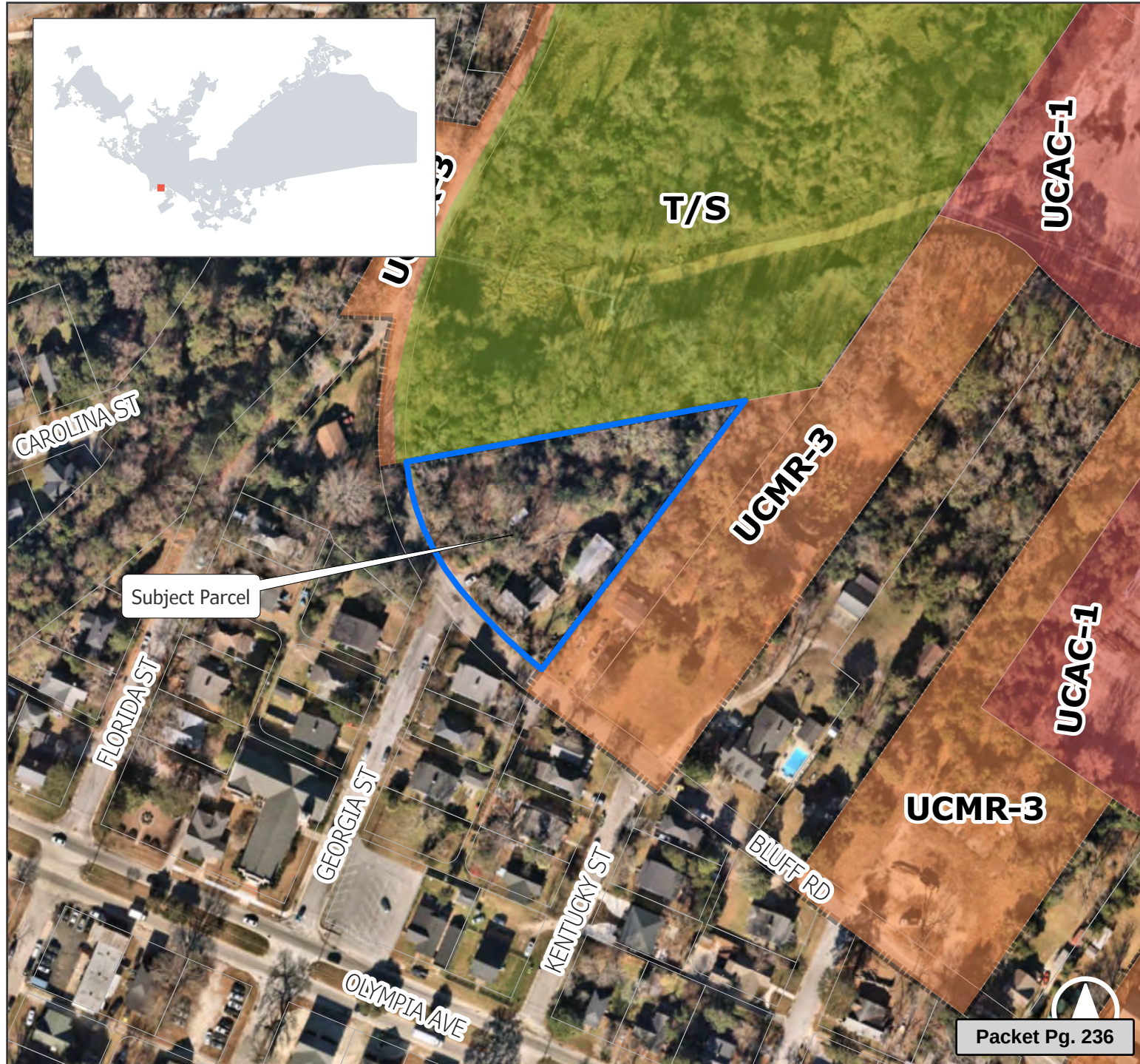
- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential 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



Planning & Development
Services Department

Created by: ladeforth Date: 3/20/2025

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Zoning

92 Bluff Road, TMS# 11204-02-40

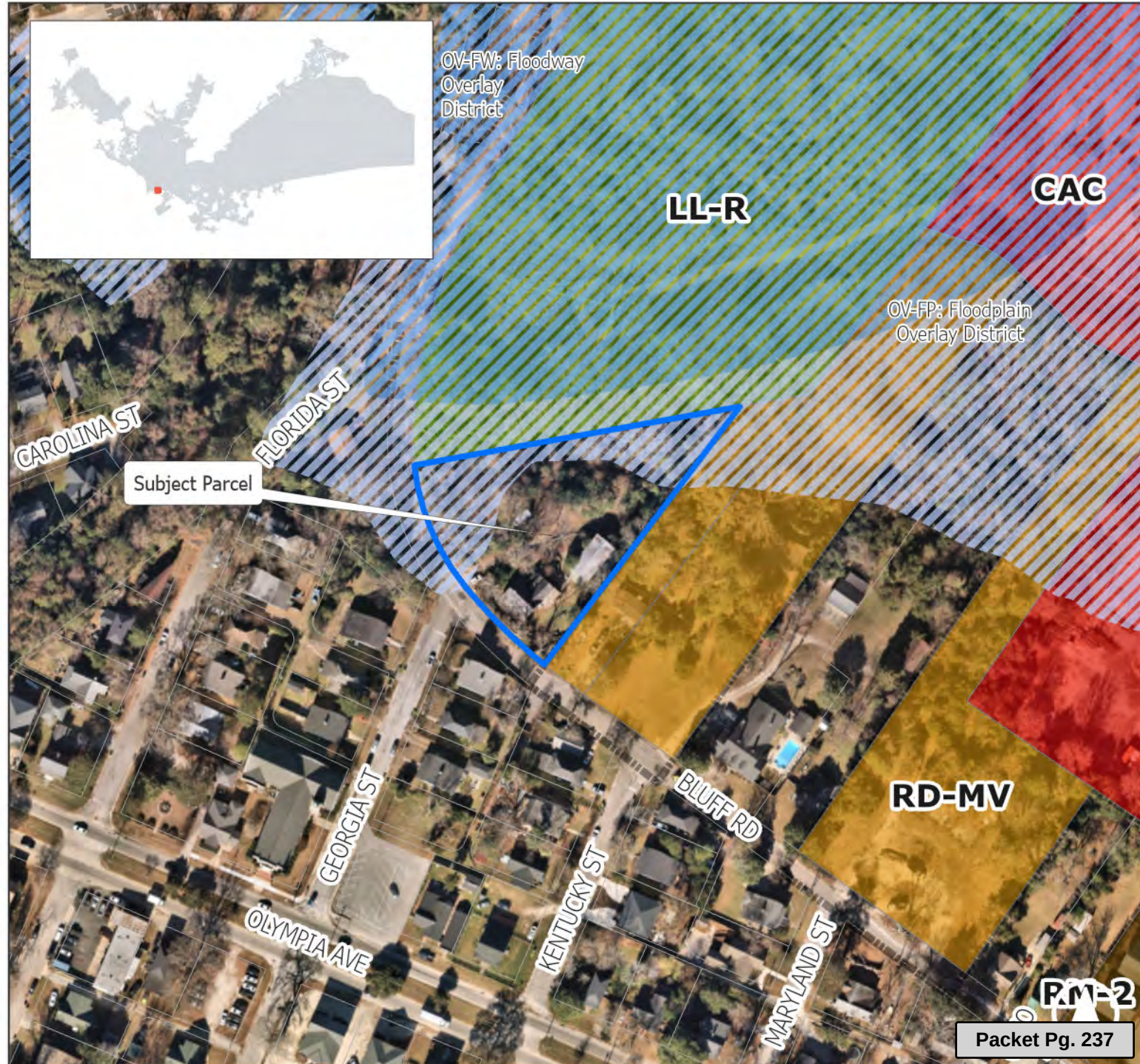
Current Richland County Zoning: R6

Proposed City Zoning: Residential Two-Family - Mill Village District (RD-MV), portions within OV-FP and OV-FW

18.b

Legend

- CAC: Community Activity Center/Corridor
- RM-2: Residential Mixed
- RD-MV: Residential Two-Family - Mill Village District
- LL-R: Large Lot - Reserve District
- OV-FW: Floodway Overlay District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



0 100 200 Feet



Planning & Development
Services Department

Created by: swhudson Date: 3/18/2025

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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

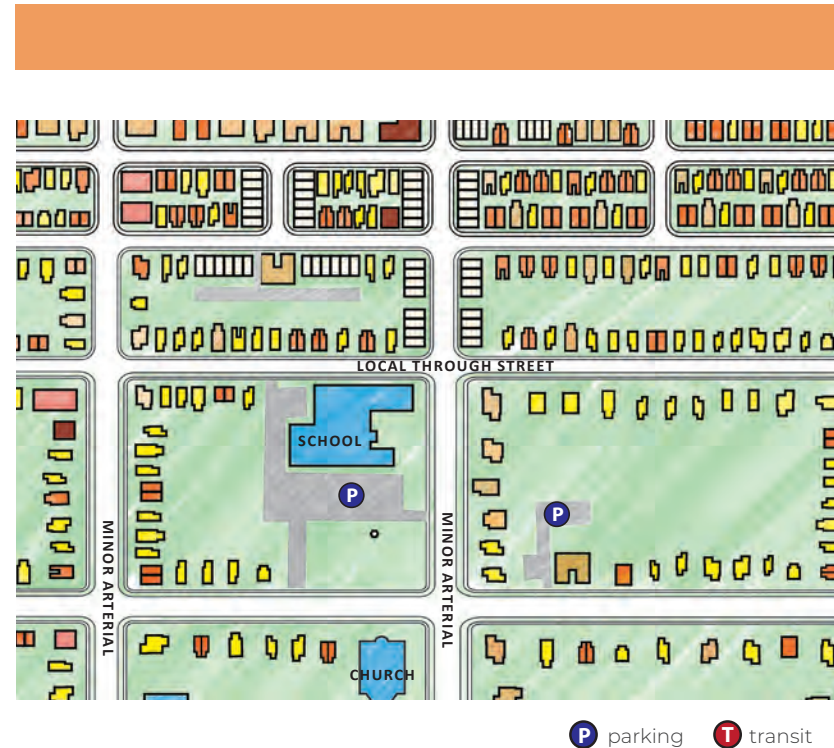
Proposed projects in the Northwest, North Central, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Proposed Future Land Use Classification

Development Types

URBAN CORE MIXED RESIDENTIAL TYPE 3 (UCMR-3)

Urban Core Mixed Residential Type 3 neighborhoods are appropriate in the central city, inner ring areas, and a couple of blocks off of major corridors throughout Columbia. This development type may represent existing and historic neighborhoods, and is a development form appropriate for small to medium scale redevelopment or infill sites. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential Type 3 neighborhoods, but scale is always important. Urban Core Mixed Residential Type 3 neighborhoods have smaller-scale residential buildings, with single-family homes being a dominant use, as well as appropriately-scaled mixed-use and neighborhood service amenities. The development of appropriately-scaled commercial uses should be limited to neighborhood corridors. Urban Core Mixed Residential Type 3 neighborhoods generally decrease in intensity as development moves further from main arterials and activity centers.



UCMR-3 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached
- Single-family Attached
- Two-family

SECONDARY TYPES

- Three-family
- Multi-family Small

TERTIARY TYPES

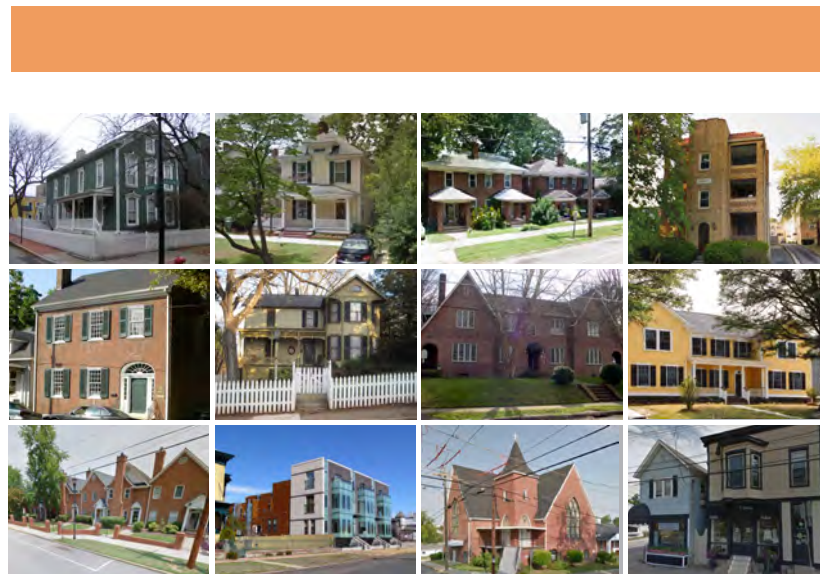
- Multi-family Medium
- Multi-family Mixed-use Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums
- Parking Lots

See matrix for appropriate park/open space types.

Development Types

UCMR-3 DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight with wide sidewalks and tree lawns found on both sides of the street (preferred). An interconnected network of streets and small blocks, typically in a rectilinear or grid pattern, form walkable, pedestrian-oriented neighborhoods with sidewalks and on-street parking.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban core. Alleyways are not common but can be used in redevelopment or infill.
- The subdivision of lots is regular within a block with small, equally sized parcels, typically meeting mid-block. Multiple smaller lots are consolidated to accommodate larger buildings. Deeper lots are typically found along major roads.
- Buildings are set back from the street by small to medium front yards with front doors or entrances located on the main façade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of the block.
- Building types may be mixed on a block but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Many lots have dedicated driveways and/or parking areas, such as surface parking, driveways, or detached garages, located in the interior of the block. On-street parking is also common.



- Open spaces in the form of neighborhood parks, linear parks, and greens are important open space elements in a more densely developed neighborhood.
- Architectural detailing is human scale, shares many characteristics and proportions with single-family architecture, including frequent windows, front entrances, porches, stoops, and/or balconies. The majority of buildings are two to three stories.

Proposed Zoning District



RD-MV: Residential Two-Family – Mill Village District

Purpose

The purpose of the Residential Two-Family - Mill Village (RD-MV) District is to accommodate a mix of single-family dwellings and two-family dwellings at higher densities on lands within the historic Mill Village area. 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.)	3,300
Lot Width, min. (ft.)	50
Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	50
Density, max. (du/acre)	13.2
Front Yard Setback, min. (ft.)	5
Side Yard Setback, min. (ft.)	10
Rear Yard Setback, min. (ft.)	5
Building Height, max. (ft.)	35

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

	Elementary, middle, or high school ²
Cottage Neighborhood Development	Arboretum or botanical garden ²
Dwelling, single-family detached	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 ²	Community garden ¹
Library	Crop production and processing ²
Place of worship ²	
Public safety facility	

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.

(e) OV-FP: Floodplain Overlay District

(1) Purpose

The purpose of the Floodplain Overlay (OV-FP) District is to protect people and property from risks associated with flooding in floodplain areas, minimize disruption of commerce and critical services, and minimize the need for costly repairs due to flooding. District standards limit vulnerable uses and require certain uses to be located and constructed in a manner that avoids or mitigates damage in the event of flooding.

(2) Applicability

The standards and requirements in this section apply to development located in the OV-FP District, in addition to the base zoning district standards. In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-FP District shall control.

(3) Comply with Floodplain Regulations

Development in the OV-FP District shall comply, as determined by the City Engineer, with all applicable regulations established for special flood hazard areas in Article III, Chapter 21 of the Code of Ordinances and with applicable Federal Emergency Management Agency regulations.



MEETING DATE: June 10, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 421 Piney Woods Road, TMS# 04914-02-04**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-032 - Annexing 421 Piney Woods Road, Richland County TMS #04914-02-04 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

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

Council District: 1

Applicant: Maher Almassri / Wooten Company

Staff Recommendation: Approval

PC Recommendation: 04/10/2025; Approval (6-0)

First reading approval was given on May 20, 2025.

ATTACHMENTS:

- **#a:** 2025-032 - Annex and Incorporate 421 Piney Woods Road (PDF)
- **#b:** ANNEX-2025-0005_PineyWoods421_ZPH Packet (PDF)

Action Item (ID # 10080)

Meeting of June 10, 2025

HISTORY:

05/20/25

Columbia City Council APPROVED ON FIRST READING.

ORDINANCE NO.: 2025-032

Annexing 421 Piney Woods Road, Richland County TMS #04914-02-04 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.

LEGAL DEPARTMENT DRAFT

2. The property identified as 421 Piney Woods Road, Richland County TMS #04914-02-04 containing 6.88 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #1, Census Tract 103.04, and assigned a future land use classification of Urban Edge Mixed Residential (UEMR) and zoning of Residential Mixed District (RM-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 04914-02-04

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.: 2025-032**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, and shown as Parcel 2, containing 6.74 acres, and Parcel 3, containing 0.14 acres, on page 2 of a Boundary Survey & Plat prepared for Stanley Martin Homes, LLC, by Abraham Land Surveying dated November 22, 2024, said Boundary Survey & Plat being hereby incorporated by reference for a more complete description of the property.

LEGAL DEPARTMENT DRAFT



CITY COUNCIL

May 20, 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

421 Piney Woods Road, TMS# 04914-02-04

Council District: 1

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

Applicant: Maher Almassri / Wooten Company

Staff Recommendation: Approval

PC Recommendation: 04/10/2025; Approval (6-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 6.88 acres

Current Use: Undeveloped

Proposed Use: Residential

Reason for Annexation: Municipal Services – New Development

Urban Service Area: Primary

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

Proposed City Land Use Classification: Urban Edge Mixed Residential (UEMR)

Current County Zoning: Homestead (HM)

Proposed City Zoning: Residential Mixed District (RM-1)

Census Tract: 103.04

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this townhome subdivision would be **approximately \$5,000 per year**, based on calls to similar nearby residential areas within the City limits. If including the proposed development on adjacent land – already within the City limits – the estimated cost would be approximately \$43,000 per year.

Fire

The proposed annexation will not result in significant additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

The addition of new residential properties without additional personnel and equipment will cause strain on Solid Waste's ability to provide reliable service. If the townhomes are individually owned, Solid Waste will provide service to this development. **The approximate cost to provide Solid Waste services to a single-family residence is \$225 a year.** If these are going to be rentals, they must have private waste service.

Engineering

The developer/owner is responsible for extending water and sewer to serve this development.

Water Customer Care

The property is currently vacant and any new homes would represent new customers, who will pay water and sewer rates approximately 40% lower than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this property, which is within a Primary Area as designated within the Urban Service Area plan. The current plans for the property are to develop a townhome subdivision of approximately 31 townhomes (an additional 229 townhomes are proposed on adjacent property that is already inside the City limits. At build-out, the estimated real estate tax revenue generated for the City would be **approximately \$21,000 per year** based on anticipated taxable value of this development. If including the remainder of the development (already in-City), the estimated real estate tax revenue would be \$177,000 per year.

* Estimated City Tax Revenue is based on 2024 millage for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0896)). The actual additional taxes paid by the property owner will generally be substantially lower than this number, as some millage items do not apply to in-City properties and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002278 for the 2024 tax year).

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 Edge Mixed Residential (UEMR). The property is currently designated as Mixed Residential (High Density) by Richland County.

Refer to the attached land use classification descriptions for existing Richland County and proposed City of Columbia land use classifications.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the [Broad River Road Corridor and Community Master Plan](#) adopted by Richland County in 2010. More specifically, the property falls within the Piney Grove Neighborhood Sub Area (page 48), and the Plan assigned a proposed land use character district of Open Space to the property (page 32). The property is not located within the vicinity of a proposed catalyst project, though the majority portion of the property is identified as existing open space/tree canopy (page 51).

ZONING

The property is currently zoned Homestead (HM) by Richland County. Adjacent parcels within the City of Columbia are zoned Planned Development District (PD) [*within the Harbison PD district*] to the north and east, and Light Industrial District (LI) and General Commercial District (GC) to the west. Adjacent parcels in unincorporated Richland County are currently zoned Light Industrial (M-1) to the northwest and Residential Transition (RT) to the south.

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 Edge Mixed Residential (UEMR) and zoning of Residential Mixed District (RM-1) at the time of annexation.



Future Land Use

421 Piney Woods Road, TMS# 04914-02-04

19.b

Current Richland County Future Land Use: Mixed Residential (High Density)

Proposed City Future Land Use: Urban Edge Mixed Residential (UEMR)

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: sw Hudson Date: 3/20/2025

This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia



Zoning

421 Piney Woods Road, TMS# 04914-02-04

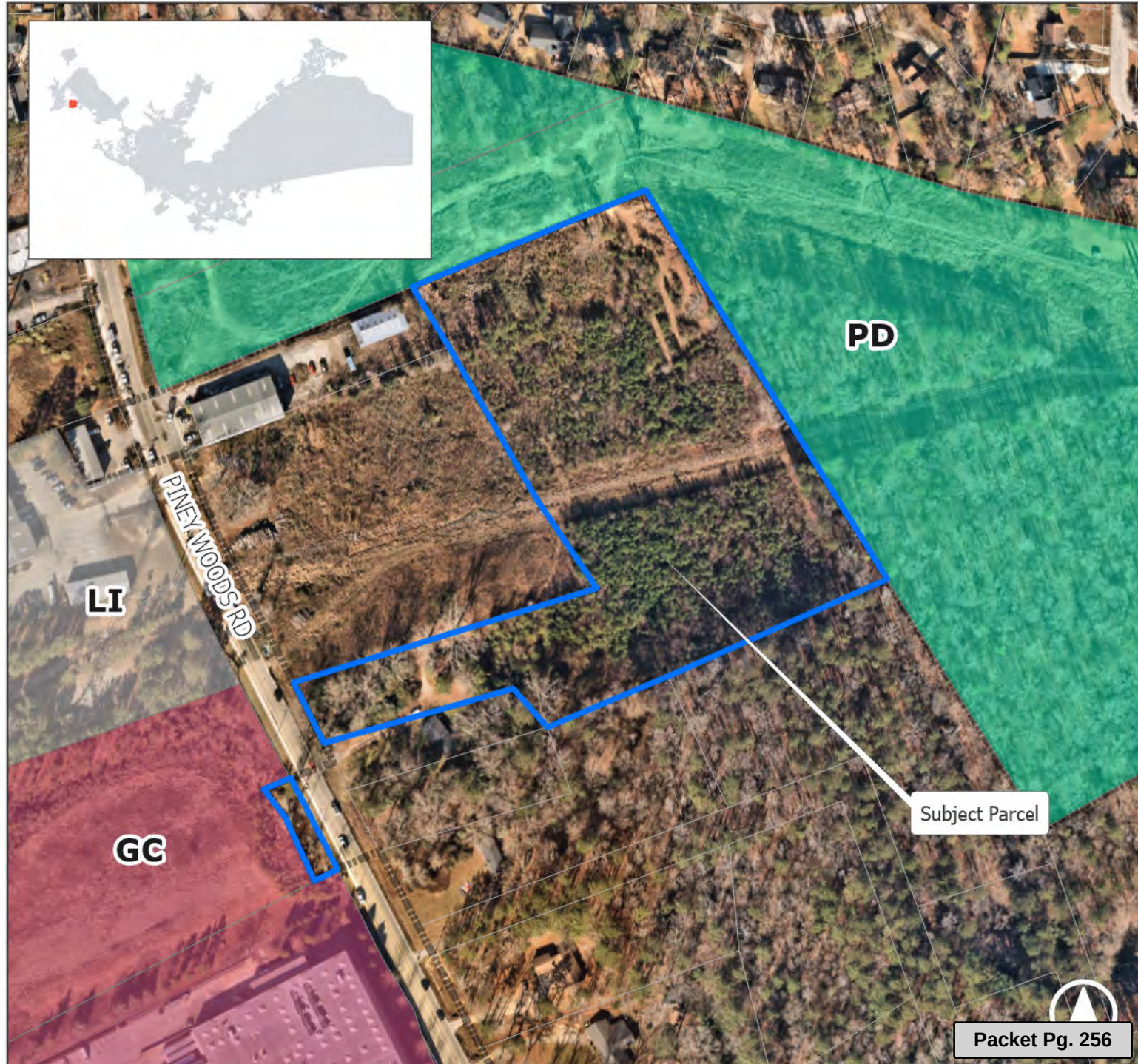
Current Richland County Zoning: HM

Proposed City Zoning: Residential Mixed District (RM-1)

19.b

Legend

- GC: General Commercial District
- LI: Light Industrial District
- PD: Planned Development
- Parcels
- City Limits



Subject Parcel

Packet Pg. 256

0 100 200 Feet



Planning & Development
Services Department

Created by: sw Hudson Date: 3/20/2025

This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia

Current Future Land Use Classification

MIXED RESIDENTIAL

Land Use and Character

Areas include much of the urban and suburban developed areas in the County as well as edge areas adjacent to other jurisdictions in the County. These are densely developed urban and suburban areas, or opportunities for dense suburban development. Mixed residential areas include the full range of uses supportive of neighborhood, community, and regional commercial and employment needs. Residential single-family, multi-family, office and institutional, general and neighborhood commercial, and recreational uses are appropriate for this area. Some light industrial uses are also found today in these areas, but additional industrial development with significant community impacts (i.e., noise, exhaust, odor, heavy truck traffic) is discouraged, unless the area is identified specifically for these uses. Schools, churches, parks, and other institutional uses help support the full service nature of Mixed Residential areas. **See Appendix B for more detailed guidance for this category.**



Desired Development Pattern

Developments should reinforce the guiding principle of making neighborhoods and communities in Richland County more livable. Mixed Residential areas should provide a mix of housing opportunities within individual developments, preferably organized around a neighborhood center or public space. To the extent possible, commercial and office development should be located in Activity Centers and in Mixed Use Corridors. High density residential uses should be located proximate to or incorporated within Activity Centers, increasing existing and future opportunities for transit service to these locations. Grid and modified grid development patterns are preferred over curvilinear and cul-de-sac designs to support connectivity.



Transportation

Upgrades to roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. New neighborhoods should include the full range of transportation options, including recreational sidewalks, trails and greenways, as possible.

Recommended Land Uses

Primary, Secondary, and Tertiary Land Uses: See Appendix B for the map and Handbook that identify recommended Development Types and Primary, Secondary, and Tertiary Uses that are encouraged for these areas.

Policy Guidance

1. See Appendix B for the map that identifies the recommended Development Types for Mixed Residential areas, and references specific design guidance for each Development Type.

Relevant Plans

Broad River Neighborhood Master Plan, Broad River Corridor and Community Master Plan, Lower Richland Community Strategic Master Plan, Trenholm Acres/Newcastle Master Plan, Arcadia Lakes Comprehensive Plan, Blythewood Comprehensive Plan, Cayce Comprehensive Plan, Columbia Comprehensive Plan, Forest Acres Comprehensive Plan

Priority Investment Areas

1 I-26 Broad River Road interchange (south), Portion of #5 I-20 Fairfield Interchange, Most of #9 Decker Boulevard and Two Notch Road, Portion of #10 I-77 Bluff Road Interchange (Bluff Road Exit)

Areas of Common Interest

Proposed projects in the Northwest, North Central, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Proposed Future Land Use Classification

Development Types

URBAN EDGE MIXED RESIDENTIAL (UEMR)

Urban Edge Mixed Residential neighborhoods are appropriate near the perimeter of the City or in the outer ring of neighborhoods. This development type primarily represents existing post-1940s subdivisions and the auto-oriented corridors associated with them. The pattern is also suitable for small to medium infill development within these areas. It is primarily characterized by individual subdivisions or neighborhoods with a specific street and block pattern adjacent to other subdivisions or neighborhoods with a different subdivision street and block pattern. Urban Edge Mixed Residential neighborhoods can accommodate a variety of housing types from detached single-family to multi-family complexes.



UEMR BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small & Medium

TERTIARY TYPES

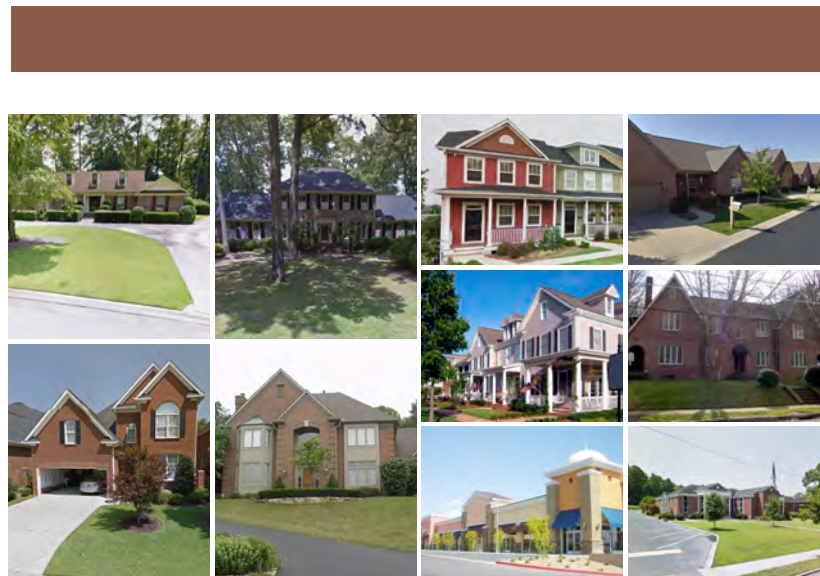
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UEMR DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure. It may have limited points of connections and frequent use of culs-de-sac.
- Streets vary in width from 30 foot rights-of-way to 60 foot rights-of-way. Sidewalks are not common in existing neighborhoods but should be provided in redevelopment or new development.
- Blocks vary by subdivision but may be similar to an urban block, or be less defined and more organically shaped by the landscape or former parent lot.
- The subdivision pattern is typically very consistent in terms of lot sizes. Lots themselves may vary from rectangular parcels to wedge-shaped parcels consistent with the more curvilinear street network and cul-de-sac lots.
- Buildings are typically located near the center of the lot, with somewhat equal front and back yards. Buildings often present a wider façade to the street and attached garages and driveways are common.
- Building scale and design of groups of housing types should be complimentary to adjacent housing types in scale. Housing types are typically developed in separate subdivisions (multi-family, single-family, townhouses). Mixing of housing types within a block is uncommon.
- Open space should be provided throughout Urban Edge Mixed Residential developments in an informal and passive manner as well as through neighborhood recreation facilities and clubhouses.



- Architectural details may vary within each subdivision depending on the mix of residential types and era of construction. Infill development should respect the existing horizontal and vertical scaling as well as location and orientation of buildings on the lots.

Proposed Zoning District



RM-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: June 10, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP
AMENDMENT, AND ZONING MAP AMENDMENT for
0.05 acre E/S Bluff Road, TMS# 13605-01-03

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-037 - Annexing 0.05 acre E/S Bluff Road, Richland County TMS # 13605-01-03 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Proposal: Request to annex the property, assign the land use classification of Industrial (IND) and assign zoning of Heavy Industrial District (HI) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Heavy Industrial (HI) by Richland County.

Council District: 3

Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation: 04/10/2025; Approval (6-0)

First reading approval was given on May 20, 2025.

ATTACHMENTS:

- **#a:** 2025-037 - Annex and Incorporate 0.05 acre ES Bluff Road (PDF)
- **#b:** ANNEX-2025-0006_BluffCityPumpStation_ZPH Packet (PDF)
- **#c:** R-2025-020 - Annex 0.05 acre ES Bluff Road (PDF)

Action Item (ID # 10081)

Meeting of June 10, 2025

HISTORY:

05/20/25

Columbia City Council APPROVED ON FIRST READING.

ORDINANCE NO.: 2025-037

Annexing 0.05 acre E/S Bluff Road, Richland County TMS # 13605-01-03 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

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

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

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

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

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

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

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

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

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

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.

2. The property identified as 0.05 acre E/S Bluff Road, Richland County TMS # 13605-01-03 containing 0.05 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #3, Census Tract 117.01, and assigned a future land use classification of Industrial (IND) and zoning of Heavy Industrial District (HI).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 13605-01-03

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

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2025-037**EXHIBIT "A"**
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, together with improvements thereon, if any, situate, lying and being located near the City of Columbia, in the County of Richland, State of South Carolina, as shown on boundary survey, copy attached hereto and made a part hereof, for PRV Site on Bluff Road north of South Belt Line Boulevard by City of Columbia Department of Utilities and Engineering, H. R. Greenway, R. L. S., dated September 14, 1990, and recorded in the Richland County ROD in Book D1046 Page 239, as a plat attached to the deed recorded in Book D1046 Page 231, and being more particularly described as follows:

Beginning at a right-of-way monument on the northeastern right-of-way of Bluff Road (South Carolina Highway 48) at the common property line of subject property and the southeastern property line of property identified as Richland County Tax Map 13602-2-1, thence extending therefrom N 51 27' E for a distance of Forty (40') feet to a new iron; thence turning and running S 35 00' E for a distance of Fifty-five (55') feet to a new iron; thence turning and running S 51 27' W for a distance of Forty (40') feet to a new iron on the northern right-of-way of Bluff Road; thence turning and running N 35 00' W for a distance of Fifty-five (55') feet to the point of beginning; containing five-hundredths (0.05) acre; being shown on Richland County tax maps dated LR1279 as Tax Map 860, Block 7, portion Lots 5 and 2, and on Richland County tax maps dated LR1288 as Tax Map 13605, Block 1, portion Lot 2 and Tax Map 13607, Block 2, portion Lot 1.

LEGAL DEPARTMENT DRAFT



CITY COUNCIL

May 20, 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

0.05 acre E/S Bluff Road, TMS# 13605-01-03

Council District:	3
Proposal:	Request to annex the property, assign the land use classification of Industrial (IND) and assign zoning of Heavy Industrial District (HI) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Heavy Industrial (HI) by Richland County.
Applicant:	City of Columbia
Staff Recommendation:	Approval
PC Recommendation:	04/10/2025; Approval (6-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.05 acres
Current Use: Utility
Proposed Use: Utility
Reason for Annexation: City-owned property
Urban Service Area: Donut Hole - Primary
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Land Use Classification: Industrial (IND)
Current County Zoning: Heavy Industrial (HI)
Proposed City Zoning: Heavy Industrial District (HI)
Census Tract: 117.01

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a "Donut Hole - Primary" in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City's long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes - in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Donut Holes - Primary

Donut Holes - Primary are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexation within an area classified as Donut Hole - Primary is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Industrial (IND). The property is currently designated as Mixed Residential (High Density) by Richland County.

Refer to the attached land use classification descriptions for existing Richland County and proposed City of Columbia land use classifications.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of an existing neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

ZONING

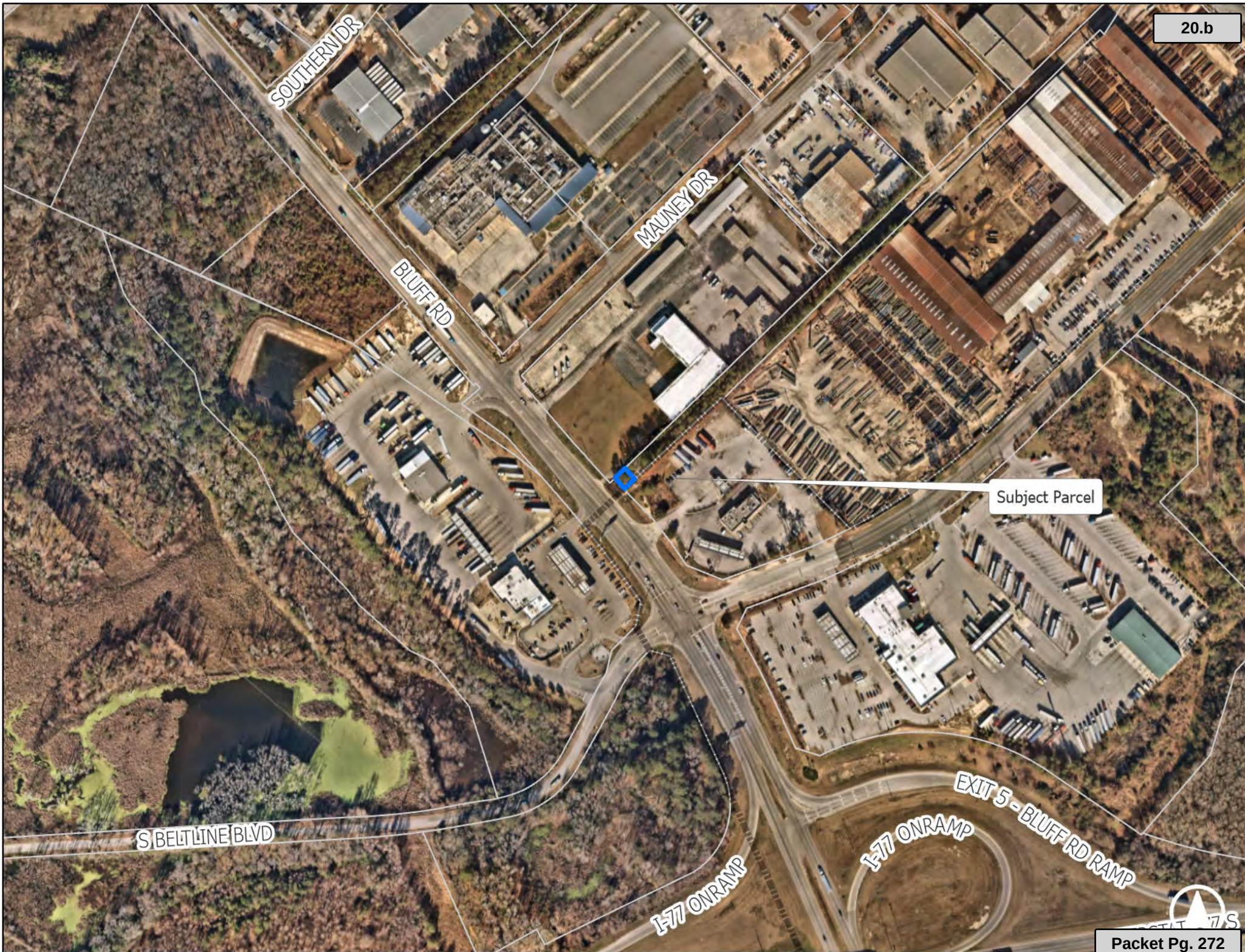
The property is currently zoned Heavy Industrial (HI) by Richland County. Adjacent parcels within the City of Columbia are zoned Heavy Industrial District (HI). Adjacent parcels in unincorporated Richland County are currently zoned Heavy Industrial (HI) and Residential 6 (R6), and the property across Bluff Road in the City of Cayce is zoned Highway Commercial (C-4)

The proposed City of Columbia zoning is Heavy Industrial District (HI).

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 Industrial (IND) and zoning of Heavy Industrial District (HI) at the time of annexation.



Subject Parcel

Future Land Use

E/S Bluff Road, TMS# 13605-01-03

Current Richland County Future Land Use: Mixed Residential (High Density)

Proposed City Future Land Use: Industrial (IND)

20.b

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
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- T/S - Transitional/Sensitive Lands
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0 100 200 Feet



Planning & Development
Services Department

Created by: sw Hudson Date: 3/20/2025

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Zoning

E/S Bluff Road, TMS# 13605-01-03

Current Richland County Zoning: HI

Proposed City Zoning: Heavy Industrial District (HI)

20.b

Legend

- HI: Heavy Industrial District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



0 100 200 Feet



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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

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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

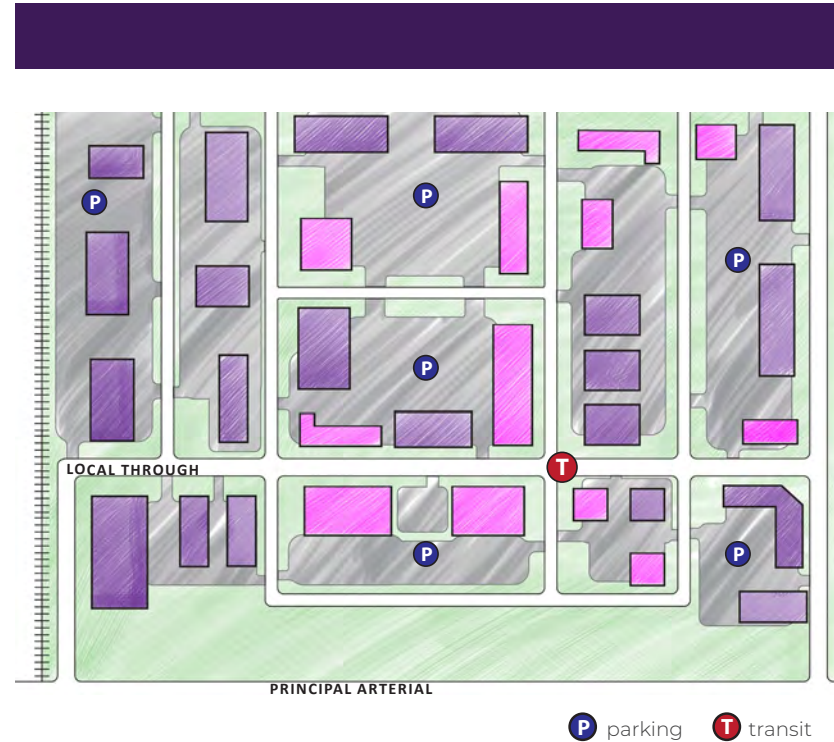
Proposed projects in the Northwest, North Central, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Proposed Future Land Use Classification

Development Types

INDUSTRIAL (IND)

Industrial areas are located throughout the City and include a range of building types and uses dedicated to the processing, mining, manufacturing, warehousing, outdoor storage, and distribution of materials or goods. These areas are appropriate for uses that have heavy freight traffic and which may generate noise, odors, or other impacts. These areas should be adequately large to accommodate these uses, and should provide buffers and sufficient street infrastructure to accommodate the needs of the businesses.



IND BUILDING TYPES/LAND USES

PRIMARY TYPES

- Office/Services Medium to High-rise
- Flex Small to Extra Large

SECONDARY TYPES

- Power Utilities
- Water & Wastewater Treatment

TERTIARY TYPES

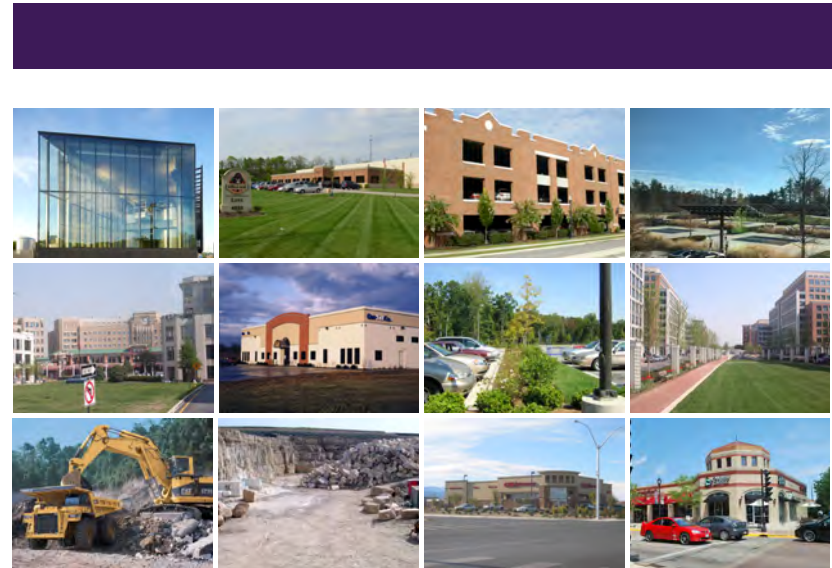
- Commercial Small to Extra Large
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

IND DEVELOPMENT PATTERN/CONTEXT

- Industrial areas are typically near rail lines or highways, and include warehouses, manufacturing and production facilities, laboratories, and high-tech uses.
- Most industrial areas require significant land area to accommodate large and very large format buildings as well as sufficient buffers from adjacent, non-compatible uses.
- Streets need to be designed to adequately accommodate semi-truck and trailer traffic.
- Sites are typically configured to meet the specific needs of the developer, but large format sites maintain significant flexibility for reuse.



Proposed Zoning District



HI: Heavy Industrial District

Purpose

The purpose of the Heavy Industrial (HI) District is to provide lands that accommodate intense industrial development that generally requires large sites, as well as industrial uses that are important to the City's economic growth but may impact adjacent lands. The uses generally involve greater potential for adverse off-site impacts on the environment and surrounding development (e.g. from dust, fumes, smoke, odor, noise, or vibration, or due to extensive movement of vehicles, materials, and goods).

Allowed uses include heavy manufacturing, warehouse distribution, wholesale sales, major utility facilities, and research laboratories. District regulations are intended to encourage the reuse of existing industrial development. District development is intended to include buffers and the use of mitigation techniques to ensure heavy industrial development mitigates potential impacts to surrounding neighborhoods.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	N/A
Lot Width, min. (ft.)	N/A
Lot Coverage, max. (% of site area)	N/A
Density, max. (du/acre)	N/A
1 Front Yard Setback, min. (ft.)	25
Side Yard Setback, min. (ft.)	N/A
Rear Yard Setback, min. (ft.)	N/A
2 Building Height, max. (ft.)	75

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

Broadcasting studio	Parking structure ¹	Equipment rental
Newspaper or periodical publishing establishment	Passenger terminal, surface transportation	Laboratory, testing or research
Correctional facility ²	Railroad facility	Lawn, tree, or pest control services
Public safety facility	Solar energy conversion system (large scale) ¹	Linen or uniform supply
Park or greenway ¹	Utility facility, major	Self-service storage ¹
Airport	Utility facility, minor	Sign fabricating establishment
Park and ride	Animal shelter	Crematory
Parking lot ¹	Kennel ¹	Contractor's office
	Veterinary hospital or clinic ¹	Dry cleaning pick-up ¹
		Laundry, coin-operated

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.

HI: HEAVY INDUSTRIAL

Non-depository personal credit institution ¹	Junk, salvage, scrap, or wrecking yard ²
Car wash	Recycling center ²
Sexually-oriented business ²	Refuse processing facility ¹
Fuel sales (bulk)	Refuse disposal
Commercial fuel depot	
Commercial vehicle repair and maintenance	
Gasoline sales and service station ¹	
Personal vehicle repair and maintenance ¹	
Vehicle paint and finishing shop	
Vehicle towing and wrecker service ¹	
Agriculture and forestry uses, not elsewhere listed	
Crop production and processing	
Contractor's yard	
Motor freight facility	
Warehouse distribution and storage	
Wholesale sales, not elsewhere listed	
Manufacturing, assembly, or fabrication, light	
Manufacturing, assembly, or fabrication, medium	
Manufacturing, assembly, or fabrication, heavy	
Mining ²	
Composting facility	

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RESOLUTION NO.: R-2025-020*Annexing 0.05 acre E/S Bluff Road, Richland County TMS # 13605-01-03*

WHEREAS, the City of Columbia is the owner in fee simple of a parcel of land known as 0.05 acre E/S Bluff Road, Richland County TMS # 13605-01-03; and,

WHEREAS, the best interests of the City of Columbia would be served by the annexation of the said 0.05 acre E/S Bluff Road, Richland County TMS # 13605-01-03; NOW, THEREFORE,

BE IT RESOLVED this _____ day of _____, 2025, by the Mayor and City Council of the City of Columbia that 0.05 acre E/S Bluff Road, Richland County TMS # 13605-01-03, be annexed into and made a part of the City of Columbia by ordinance as provided by S.C. Code Ann. §5-3-100, 1976, as amended.

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:



MEETING DATE: June 10, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2.16 acre portion of 2010 Bluff Road, TMS# 13602-03-01 (portion)

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-033 - Annexing 2.16 acre portion of 2010 Bluff Road, Richland County TMS #13602-03-01 (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 Industrial (IND) and assign zoning of Light Industrial District (LI) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Heavy Industrial (HI) by Richland County.

Council District: 3

Applicant: 7-D Family Limited Partnership / WDGREP Acquisitions, LLC

Staff Recommendation: Approval

PC Recommendation: 04/10/2025; Approval (6-0)

First reading approval was given on May 20, 2025.

ATTACHMENTS:

- **#a:** 2025-033 - Annex and Incorporate 2010 Bluff Rd (PDF)
- **#b:** ANNEX-2025-0007_Bluff2010_ZPH Packet (PDF)

Action Item (ID # 10082)

Meeting of June 10, 2025

HISTORY:

05/20/25

Columbia City Council APPROVED ON FIRST READING.

Mr. Toby Ward

ORDINANCE NO.: 2025-033

Annexing 2.16 acre portion of 2010 Bluff Road, Richland County TMS #13602-03-01 (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 2.16 acre portion of 2010 Bluff Road, Richland County TMS # 13602-03-01 (portion) containing 2.16 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #3, Census Tract 117.01, and assigned a future land use classification of Industrial (IND) and zoning of Light Industrial District (LI).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 13602-03-01 (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.: 2025-033**EXHIBIT "A"**
PROPERTY DESCRIPTION

All those certain pieces, parcels or lots of land, together with improvements thereon, if any, situate, lying and being located near the City of Columbia, in the County of Richland, State of South Carolina, being a 2.16 acre portion of TMS# 13602-03-01, and shown as Parcel A, 1.16 Acres, and Parcel B, 1.00 Acre, on a Draft Copy of an ALTA/NSPS Land Title Survey prepared for WDGREP Acquisitions, LLC, by Lindler Surveying, Inc., and identified as 'Draft Copy 3/5/25'. Said draft copy ALTA/NSPS Land Title Survey is hereby incorporated by reference for a more complete description of the property.

LEGAL DEPARTMENT DRAFT



CITY COUNCIL

May 20, 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

2.16 acre portion of 2010 Bluff Road, TMS# 13602-03-01 (portion)

Council District:	3
Proposal:	Request to annex the property, assign the land use classification of Industrial (IND) and assign zoning of Light Industrial District (LI) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Heavy Industrial (HI) by Richland County.
Applicant:	7-D Family Limited Partnership / WDGREP Acquisitions, LLC
Staff Recommendation:	Approval
PC Recommendation:	04/10/2025; Approval (6-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 2.16 acres

Current Use: Undeveloped portion of industrial property

Proposed Use: Commercial

Reason for Annexation: Municipal Services - New Construction

Urban Service Area: Donut Hole - Primary

Current County Land Use Classification: Heavy Industrial (HI)

Proposed City Land Use Classification: Industrial (IND)

Current County Zoning: Mixed Residential (High Density)

Proposed City Zoning: Light Industrial District (LI)

Census Tract: 117.01

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a "Donut Hole - Primary" in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area

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Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

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Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes.

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Refer to the attached land use classification descriptions for existing Richland County and proposed City of Columbia land use classifications.

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The subject property is not located within the study area of an existing neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

ZONING

The property is currently zoned Heavy Industrial (HI) by Richland County. Adjacent parcels within the City of Columbia are zoned Heavy Industrial District (HI). Adjacent parcels in unincorporated

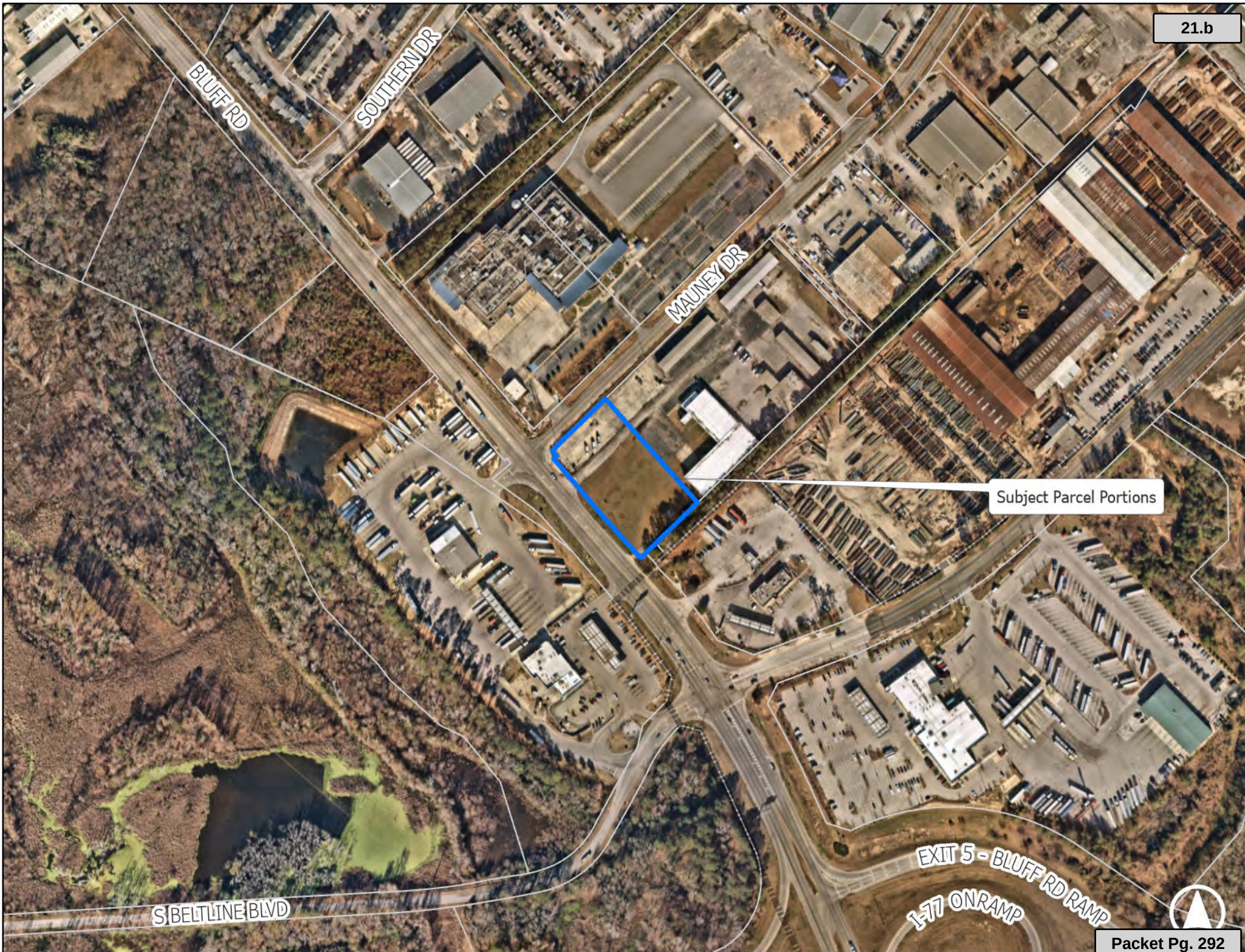
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The proposed City of Columbia zoning is Light Industrial District (LI).

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 Industrial (IND) and zoning of Light Industrial District (LI) at the time of annexation.



BLUFF RD

SOUTHERN DR

MAUNEY DR

S BELTLINE BLVD

EXIT 5 - BLUFF RD RAMP
I-77 ONRAMP

Subject Parcel Portions

Future Land Use

2010 Bluff Road, TMS# 13602-03-01 (2.16 acre portion)
 Current Richland County Future Land Use: Mixed Residential (High Density)
 Proposed City Future Land Use: Industrial (IND)

21.b

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
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0 100 200 Feet



Planning & Development
 Services Department

Created by: swudson Date: 3/20/2025

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Zoning

2010 Bluff Road, TMS# 13602-03-01 (2.16 acre portion)
Current Richland County Zoning: HI
Proposed City Zoning: Light Industrial District (LI)

21.b

Legend

- HI: Heavy Industrial District
- OV-FP: Floodplain Overlay District
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Current Future Land Use Classification

MIXED RESIDENTIAL

Land Use and Character

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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

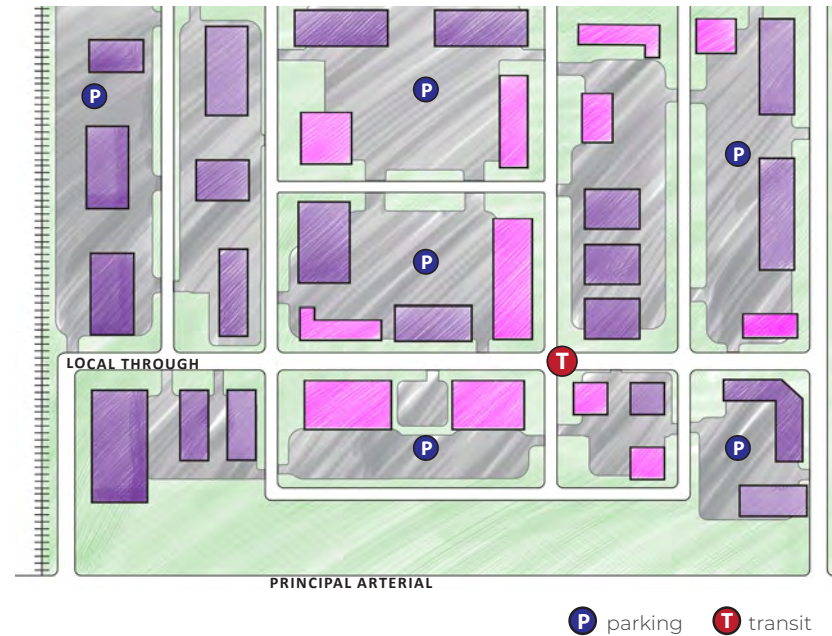
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Proposed Future Land Use Classification

Development Types

INDUSTRIAL (IND)

Industrial areas are located throughout the City and include a range of building types and uses dedicated to the processing, mining, manufacturing, warehousing, outdoor storage, and distribution of materials or goods. These areas are appropriate for uses that have heavy freight traffic and which may generate noise, odors, or other impacts. These areas should be adequately large to accommodate these uses, and should provide buffers and sufficient street infrastructure to accommodate the needs of the businesses.



IND BUILDING TYPES/LAND USES

PRIMARY TYPES

- Office/Services Medium to High-rise
- Flex Small to Extra Large

SECONDARY TYPES

- Power Utilities
- Water & Wastewater Treatment

TERTIARY TYPES

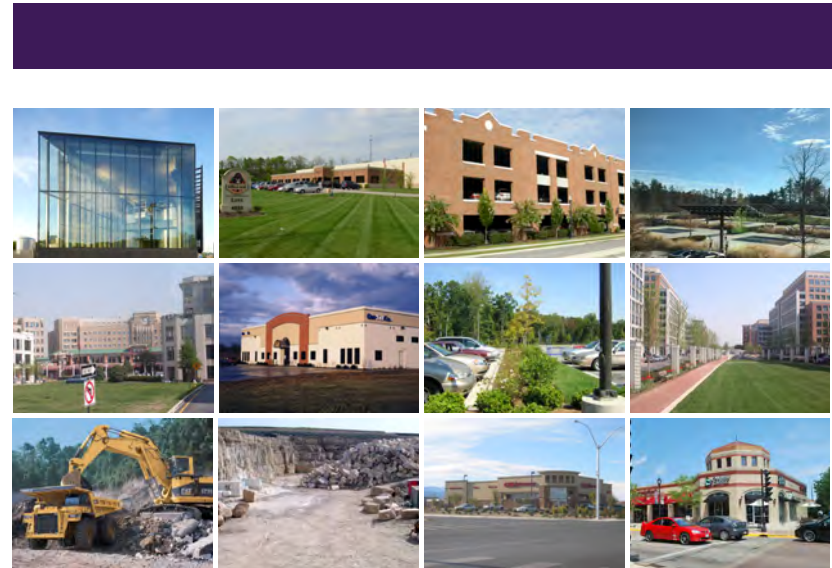
- Commercial Small to Extra Large
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

IND DEVELOPMENT PATTERN/CONTEXT

- Industrial areas are typically near rail lines or highways, and include warehouses, manufacturing and production facilities, laboratories, and high-tech uses.
- Most industrial areas require significant land area to accommodate large and very large format buildings as well as sufficient buffers from adjacent, non-compatible uses.
- Streets need to be designed to adequately accommodate semi-truck and trailer traffic.
- Sites are typically configured to meet the specific needs of the developer, but large format sites maintain significant flexibility for reuse.



Proposed Zoning District



LI: Light Industrial District

Purpose

The purpose of the Light Industrial (LI) District is to provide lands that allow light industrial development. Development allowed in the LI District includes wholesaling, distribution, storage, processing, research and development, light manufacturing, and related development. The district also accommodates support uses such as office and limited commercial uses that primarily serve the principal industrial uses.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	N/A
Lot Width, min. (ft.)	N/A
Lot Coverage, max. (% of site area)	N/A
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	25
Side Yard Setback, min. (ft.)	N/A
Rear Yard Setback, min. (ft.)	N/A
Building Height, max. (ft.)	75

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED		
	Laboratory, medical or dental	Utility facility, major
Broadcasting studio	Medical or dental clinic/office	Utility facility, minor
Newspaper or periodical publishing establishment	Arboretum or botanical garden	Animal shelter
Correctional facility ²	Cemetery	Kennel ¹
Cultural facility ²	Park or greenway ¹	Veterinary hospital or clinic ¹
Government office	Airport	Equipment rental
Library	Park and ride	Laboratory, testing or research
Membership organization facility	Parking lot ¹	Lawn, tree, or pest control services
Place of worship ¹	Parking structure ¹	Linen or uniform supply
Public safety facility	Passenger terminal, surface transportation	Self-service storage ¹
Social services facility	Solar energy conversion system (large scale) ¹	Sign fabricating establishment
School, business or trade		Eating establishment only ¹

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

LI: LIGHT INDUSTRIAL

Eating and drinking establishment, Type 1 ¹	Commercial vehicle sales and rentals ¹
Eating and drinking establishment, Type 2 ²	Gasoline sales and service station ¹
Crematory	Personal vehicle repair and maintenance ¹
Business/Professional office	Personal vehicle sales and rentals ¹
Contractor's office	Vehicle equipment supplies sales and rentals
Body piercing or tattoo establishment ¹	Vehicle paint and finishing shop
Dry cleaning pick-up ¹	Vehicle towing and wrecker service ¹
Laundry, coin-operated	
Non-depository personal credit institution ¹	Agriculture and forestry uses, not elsewhere listed
Repair of personal goods	Community garden ¹
Car wash	Crop production and processing
Amusement park	Contractor's yard
Arena, stadium, or outdoor theater	Motor freight facility
Recreation facility, indoor, not elsewhere listed	Warehouse distribution and storage
Sexually-oriented business ²	Wholesale sales, not elsewhere listed
Building supplies and equipment store	Manufacturing, assembly, or fabrication, light
Consumer goods store	Manufacturing, assembly, or fabrication, medium
Convenience store ²	
Farmers' market	Composting facility ²
Liquor store ²	Junk, salvage, scrap, or wrecking yard ²
Fuel sales (bulk)	Recycling center ²
Commercial fuel depot	
Commercial vehicle repair and maintenance	Refuse processing facility ²

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.



MEETING DATE: June 10, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 100, 140, and 150 Fontaine Center Drive, TMS# 14201-05-02, -08, and -07

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-036 - Annexing 100, 140, and 150 Fontaine Center Drive, Richland County TMS #14201-05-02, -08, and -07 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 Urban Edge Mixed Residential (UEMR) and Employment Campus (EC) and assign zoning of Employment Campus District (EC) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned General Commercial (GC) and Light Industrial (M-1) by Richland County.

Council District: 2

Applicant: David Hilburn, Winding Path, LLC

Staff Recommendation: Approval

PC Recommendation: 04/10/2025; Approval (6-0)

First reading approval was given on May 20, 2025.

ATTACHMENTS:

- **#a:** 2025-036 - Annex and Incorporate 100, 140, and 150 Fontaine Center Drive (PDF)

- #b: ANNEX-2025-0008_Fontaine Center Drive 100_140_150_ZPH Packet (PDF)
- #c: Sanctuary Landing Columbia SC (PDF)

HISTORY:**05/20/25****Columbia City Council APPROVED ON FIRST READING.**Ms. Jenn Wilkinson

ORDINANCE NO.: 2025-036

Annexing 100, 140, and 150 Fontaine Center Drive, Richland County TMS #14201-05-02, -08, and -07 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 100, 140, and 150 Fontaine Center Drive, Richland County TMS #14201-05-02, -08, and -07 containing 22.43 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 108.04, and assigned a future land use classification of Urban Edge Mixed Residential (UEMR) and Employment Campus (EC) and zoning of Employment Campus District (EC).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 14201-05-02, -08, and -07

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.: 2025-036

EXHIBIT "A"
PROPERTY DESCRIPTION

All those certain pieces, parcels and tracts of land, with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina shown and delineated as Parcel A, Parcel B and Parcel B-1 on a Plat prepared for Folly Fontaine Associates, a South Carolina General Partnership, dated July 26, 1988 by B. P. Barber & Associates recorded in the Office of the Register of Deeds for Richland County in Record Book 52 at page 2614 and having the metes and bounds as shown thereon, said plat is incorporated herein by this reference.

The above-described Parcels include and are a part of this conveyance those certain lots described as Lots 9 and 10 as shown on a Bonded Plat of Phase 1 Fontaine Commerce Center dated February 7, 1997 and recorded in the Office of the Register of Deeds for Richland County in Plat Book 56 at page 8110.

Excluded from this conveyance are Lots 11, 12 and 13 and the public road now known as Fontaine Center Drive as shown on a Bonded Plat of Phase 1 Fontaine Commerce Center dated February 7, 1997 and recorded in the Office of the Register of Deeds for Richland County in Plat Book 56 at page 8110. These lots and roadway were a portion of the above described parcels and have been previously conveyed by the Grantor.

LEGAL DEPARTMENT DRAFT



CITY COUNCIL

May 20, 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

100, 140, and 150 Fontaine Center Drive, TMS# 14201-05-02, -08, and -07

Council District: 2

Proposal: Request to annex the property, assign the land use classifications of Urban Edge Mixed Residential (UEMR) and Employment Campus (EC) and assign zoning of Employment Campus District (EC) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned General Commercial (GC) and Light Industrial (M-1) by Richland County.

Applicant: David Hilburn, Winding Path, LLC

Staff Recommendation: Approval

PC Recommendation: 04/10/2025; Approval (6-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 22.43 acres

Current Use: Undeveloped

Proposed Use: Residential

Reason for Annexation: Municipal Services – New Development

Urban Service Area: Secondary

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

Proposed City Land Use Classifications: Urban Edge Mixed Residential (UEMR) and Employment Campus (EC) (as shown in the enclosed map)

Current County Zoning: General Commercial (GC) and Light Industrial (M-1)

Proposed City Zoning: Employment Campus District (EC)

Census Tract: 108.04

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this townhome subdivision would be **approximately \$35,000 per year**, based on calls to similar nearby residential areas within the City limits.

Fire

The proposed annexation will not result in significant additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

A proposed multifamily development will be responsible for providing their own dumpster service.

Engineering

The developer/owner is responsible for extending water and sewer to serve this development.

Water Customer Care

The property is currently vacant and any new development would represent new customers, who will pay water and sewer rates approximately 40% lower than out-of-city customers. Stormwater fees will also be collected.

Planning & Development Services

We recommend approval of the annexation of this property, which is within a Secondary Area as designated within the Urban Service Area plan. The current plans for the property are to build a 200-unit workforce multifamily community on approximately 18.4 acres of this proposed annexation. **It is likely that the development would be exempt from property taxes.** There is not yet any development proposed for the remaining ~4 acres (TMS#s 14201-05-07 and -08) – future development on these parcels may generate property tax revenue.

* Estimated City Tax Revenue is based on 2024 millage for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0896)). The actual additional taxes paid by the property owner will generally be substantially lower than this number, as some millage items do not apply to in-City properties and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002278 for the 2024 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a “Secondary Area” in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City’s long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Secondary Areas

Secondary Areas are those areas where it may be logical or advantageous to provide City services, but where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. These areas may include “higher value” properties where annexation could prove beneficial to revenues.

Annexation within Secondary Areas should be considered, but an assessment of the impact on the City’s revenue and ability to serve the property/area in question should occur prior to consideration of and action upon annexation petitions.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is split between Urban Edge Mixed Residential (UEMR) and Employment Campus (EC) as shown in the enclosed map. The property is currently designated as Mixed Residential (High Density) by Richland County.

Refer to the attached land use classification descriptions for existing Richland County and proposed City of Columbia land use classifications.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of an existing neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

ZONING

The larger property is currently zoned General Commercial (GC) and the two smaller properties are zoned Light Industrial (M-1) by Richland County. Adjacent parcels within the City of Columbia are zoned Employment Campus District (EC). Adjacent parcels in unincorporated Richland County are currently zoned Institutional (INS) to the west, Light Industrial (M-1) to the northwest, Homestead (HM) and General Commercial (GC) to the northeast, Residential 3 (R3) to the east, and Residential 6 (R6) to the southeast.

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 classifications of Urban Edge Mixed Residential (UEMR) and Employment Campus (EC) (as shown in the enclosed map) and zoning of Employment Campus District (EC) at the time of annexation.



Future Land Use

100, 140, and 150 Fontaine Center Drive; TMS#s 14201-05-02, -08, and -07

22.b

Current Richland County Future Land Use: Mixed Residential (High Density)

Proposed City Future Land Use: Employment Campus (EC) and Urban Edge Mixed Residential (UEMR)

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

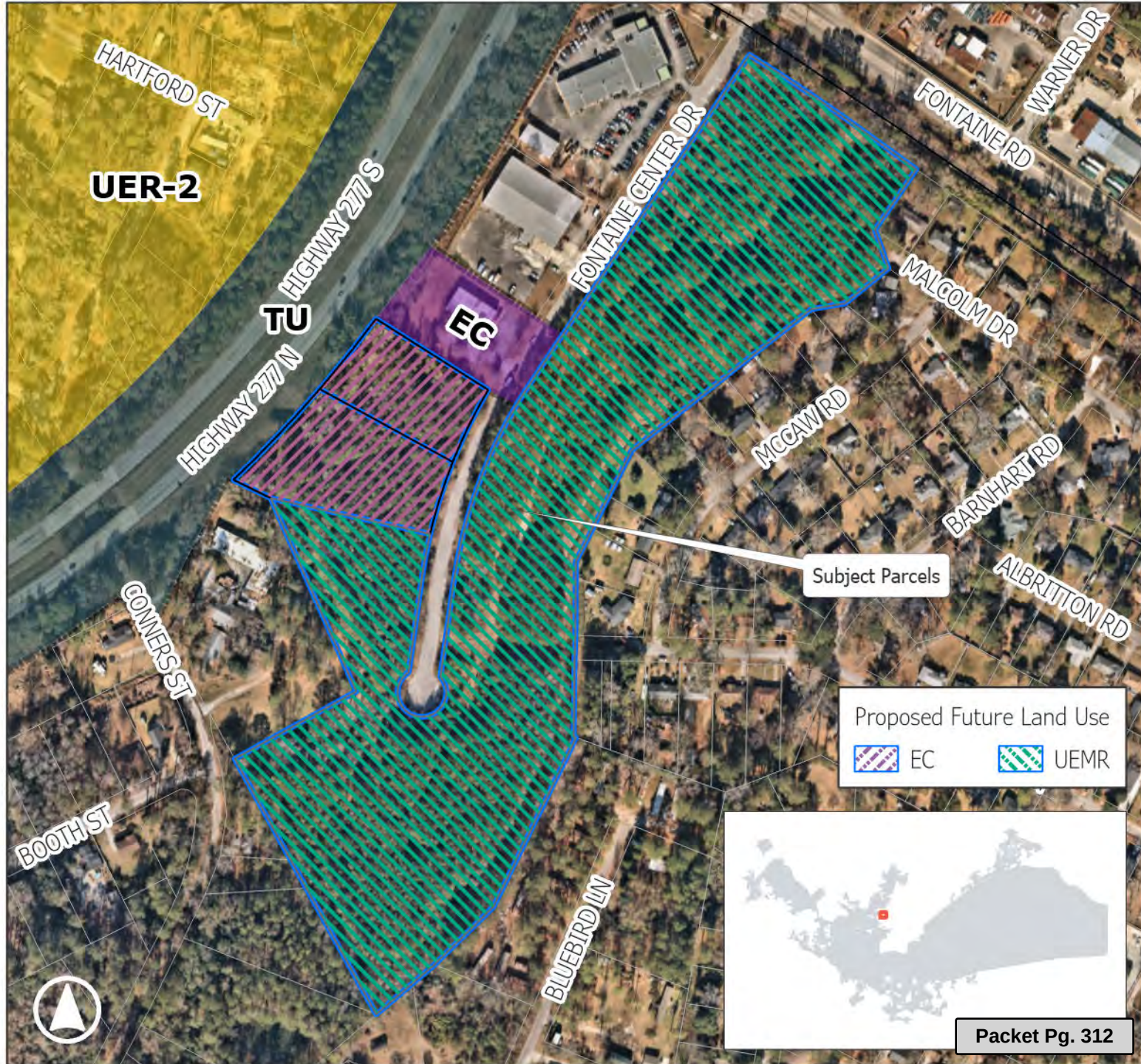
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Planning & Development
Services Department

Created by: swudson Date: 3/20/2025

This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia



Zoning

100, 140, and 150 Fontaine Center Drive; TMS#s 14201-05-02, -08, and -07
Current Richland County Zoning: GC and M-1
Proposed City Zoning: Employment Campus District (EC)

22.b

Legend

- RSF-2: Residential Single Family - Medium Lot District
- EC: Employment Campus District
- Parcels
- City Limits



Current Future Land Use Classification

MIXED RESIDENTIAL

Land Use and Character

Areas include much of the urban and suburban developed areas in the County as well as edge areas adjacent to other jurisdictions in the County. These are densely developed urban and suburban areas, or opportunities for dense suburban development. Mixed residential areas include the full range of uses supportive of neighborhood, community, and regional commercial and employment needs. Residential single-family, multi-family, office and institutional, general and neighborhood commercial, and recreational uses are appropriate for this area. Some light industrial uses are also found today in these areas, but additional industrial development with significant community impacts (i.e., noise, exhaust, odor, heavy truck traffic) is discouraged, unless the area is identified specifically for these uses. Schools, churches, parks, and other institutional uses help support the full service nature of Mixed Residential areas. **See Appendix B for more detailed guidance for this category.**



Desired Development Pattern

Developments should reinforce the guiding principle of making neighborhoods and communities in Richland County more livable. Mixed Residential areas should provide a mix of housing opportunities within individual developments, preferably organized around a neighborhood center or public space. To the extent possible, commercial and office development should be located in Activity Centers and in Mixed Use Corridors. High density residential uses should be located proximate to or incorporated within Activity Centers, increasing existing and future opportunities for transit service to these locations. Grid and modified grid development patterns are preferred over curvilinear and cul-de-sac designs to support connectivity.



Transportation

Upgrades to roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. New neighborhoods should include the full range of transportation options, including recreational sidewalks, trails and greenways, as possible.

Recommended Land Uses

Primary, Secondary, and Tertiary Land Uses: See Appendix B for the map and Handbook that identify recommended Development Types and Primary, Secondary, and Tertiary Uses that are encouraged for these areas.

Policy Guidance

1. See Appendix B for the map that identifies the recommended Development Types for Mixed Residential areas, and references specific design guidance for each Development Type.

Relevant Plans

Broad River Neighborhood Master Plan, Broad River Corridor and Community Master Plan, Lower Richland Community Strategic Master Plan, Trenholm Acres/Newcastle Master Plan, Arcadia Lakes Comprehensive Plan, Blythewood Comprehensive Plan, Cayce Comprehensive Plan, Columbia Comprehensive Plan, Forest Acres Comprehensive Plan

Priority Investment Areas

1 I-26 Broad River Road interchange (south), Portion of #5 I-20 Fairfield Interchange, Most of #9 Decker Boulevard and Two Notch Road, Portion of #10 I-77 Bluff Road Interchange (Bluff Road Exit)

Areas of Common Interest

Proposed projects in the Northwest, North Central, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Proposed Future Land Use Classification

Development Types

URBAN EDGE MIXED RESIDENTIAL (UEMR)

Urban Edge Mixed Residential neighborhoods are appropriate near the perimeter of the City or in the outer ring of neighborhoods. This development type primarily represents existing post-1940s subdivisions and the auto-oriented corridors associated with them. The pattern is also suitable for small to medium infill development within these areas. It is primarily characterized by individual subdivisions or neighborhoods with a specific street and block pattern adjacent to other subdivisions or neighborhoods with a different subdivision street and block pattern. Urban Edge Mixed Residential neighborhoods can accommodate a variety of housing types from detached single-family to multi-family complexes.



UEMR BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small & Medium

TERTIARY TYPES

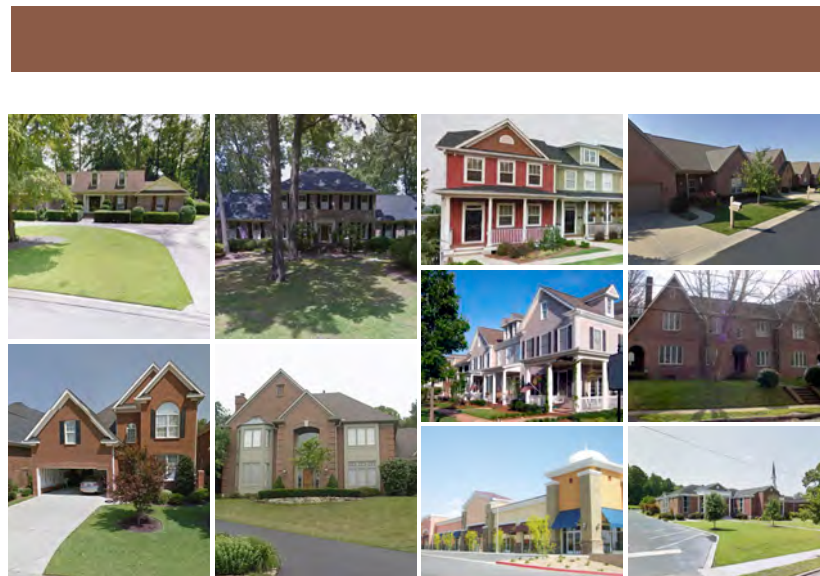
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UEMR DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure. It may have limited points of connections and frequent use of culs-de-sac.
- Streets vary in width from 30 foot rights-of-way to 60 foot rights-of-way. Sidewalks are not common in existing neighborhoods but should be provided in redevelopment or new development.
- Blocks vary by subdivision but may be similar to an urban block, or be less defined and more organically shaped by the landscape or former parent lot.
- The subdivision pattern is typically very consistent in terms of lot sizes. Lots themselves may vary from rectangular parcels to wedge-shaped parcels consistent with the more curvilinear street network and cul-de-sac lots.
- Buildings are typically located near the center of the lot, with somewhat equal front and back yards. Buildings often present a wider façade to the street and attached garages and driveways are common.
- Building scale and design of groups of housing types should be complimentary to adjacent housing types in scale. Housing types are typically developed in separate subdivisions (multi-family, single-family, townhouses). Mixing of housing types within a block is uncommon.
- Open space should be provided throughout Urban Edge Mixed Residential developments in an informal and passive manner as well as through neighborhood recreation facilities and clubhouses.

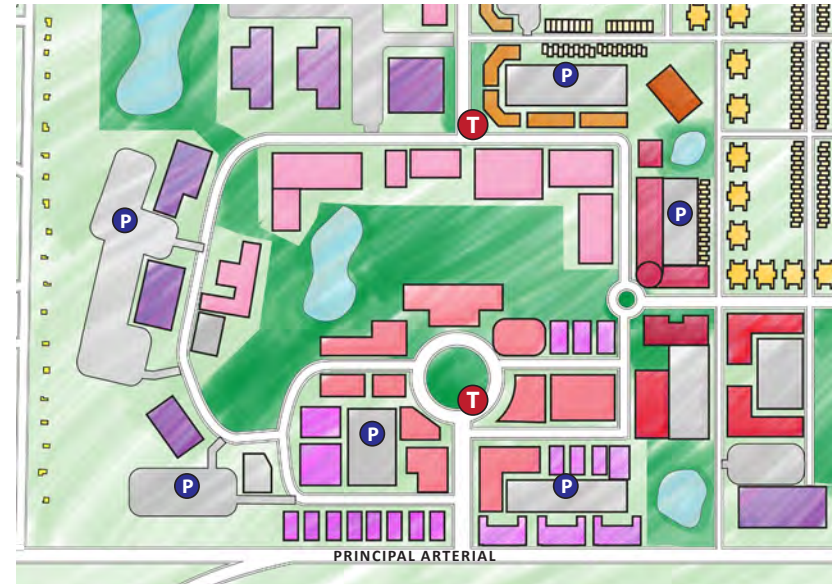


- Architectural details may vary within each subdivision depending on the mix of residential types and era of construction. Infill development should respect the existing horizontal and vertical scaling as well as location and orientation of buildings on the lots.

Development Types

EMPLOYMENT CAMPUS (EC)

These are areas dedicated to concentrations of employment uses, including professional services, research and development, and light production facilities. They are often designed in parks, with internal street networks, extensive green spaces, and large format buildings. These campuses are most often found at the urban edge and require large tracts of land. These campuses are comprised primarily of office buildings, including corporate offices, medical or professional offices, office suites, non-polluting manufacturing, and research and development uses. Redevelopment and infill with more supporting uses, such as multi-family residential or retail/entertainment uses, is encouraged, with access to multimodal transit stops in and near the employment campus.



P parking **T** transit

EC BUILDING TYPES/LAND USES

PRIMARY TYPES

- Office/Services Medium to High-rise
- Flex Medium to Extra Large

SECONDARY TYPES

- Multi-family Mixed-use Medium & High-rise
- Parking Structures

TERTIARY TYPES

- Single-family Attached
- Multi-family Small to High-rise
- Commercial Small to Extra Large
- Parking Lots

See matrix for appropriate park/open space types.

Development Types

EC DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way may be organized in a curvilinear or rectilinear grid, creating blocks of different types. Sidewalks and trails are provided throughout the campus, with special attention to connections to transit centers and individual buildings.
- Subdivision of lots is semi-regular, but flexible enough to accommodate various building/parking configurations for large format uses.
- Buildings address the street, and may be built near the sidewalk or in the center of lots depending on the intensity and design of the campus.
- Parking may be provided in shared surface lots or parking structures. Structured parking is strongly encouraged to increase capacity of employment campuses.
- Large linear or community scale opens spaces or parks are an integrated component of these developments. As development intensity increases, more urban open spaces may be included, such as plazas and greens.
- Architecture is large to very large scale, with four to six stories being typical. High-rises may be appropriate, especially when mixed-use buildings are included.



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 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

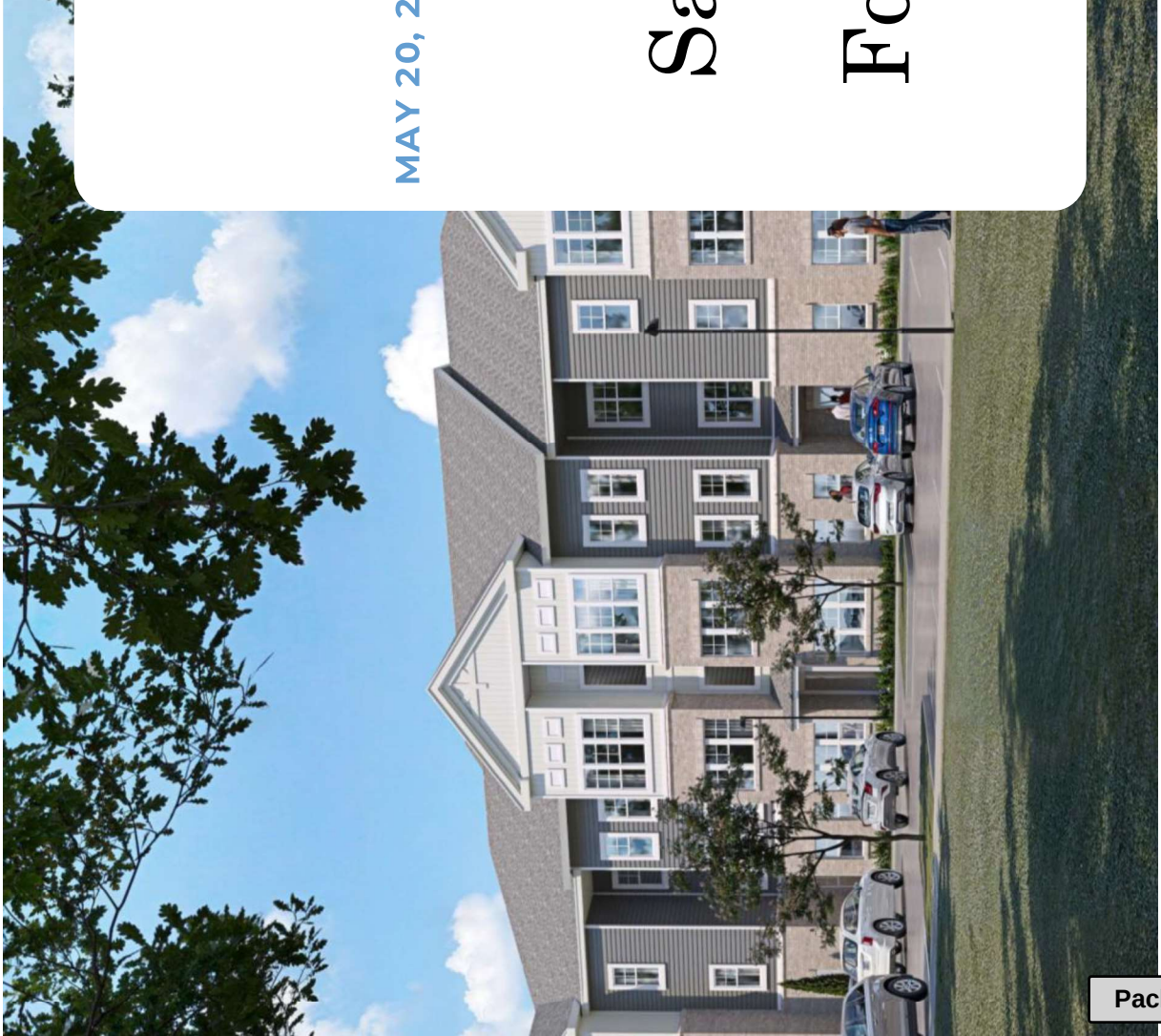
	Community recreation center	Elementary, middle, or high school
Dwelling, live -work	Cultural facility	School, business or trade
Dwelling, mixed-use	Day care facility	Hospital
Dwelling, multifamily	Government office	Laboratory, medical or dental
Dwelling, townhouse	Library	Medical or dental clinic/office
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.



MAY 20, 2025

Rezoning and Annexation Sanctuary Landing Fontaine Center Dr Columbia, SC

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SANCTUARY LANDING

Project Narrative

T

Project Narrative- Sanctuary Landing

The proposed development, on 18 acres located at Fontaine Center Drive in Columbia, South Carolina, will bring 200 high-quality workforce housing homes for individuals and families earning between \$38,940-\$73,440 income range. These homes will directly support the community and provide for economic mobility for Columbia residents.

The community will offer 1B, 2B, 3B, and 4B units that are thoughtfully designed, with in-unit amenities that include a full kitchen, walk-in closets, central air, in-unit laundry connections, and large square footage.

Community amenities include a clubhouse, open green space, swimming pool, a fitness center, computer lab, playground, and picnic areas, all designed to promote long-term neighborhood vitality through community cohesion, health, and resident engagement. With individuals and families in mind, the wide range of units will serve a broad cross-section of the community, including working families and underserved populations. Designed to fully comply with South Carolina Housing's QAP standards, the development team ensures long-term durability, energy efficiency, and a high-quality living environment for residents.

Understanding the City of Columbia's total need for 16,000 housing units, the project team purposely maximized the project size to 200 units to bring as many affordable homes as possible to the community. (SC Housing limits projects to 200 units).

SANCTUARY LANDING

Proposed Residents

2

Proposed Residents- Sanctuary Landing

Qualifying Wages for individuals and families earning between **\$38,940-\$73,440** income range who could qualify to live at Sanctuary Landing.

Employers within 2 miles of the property:

Richland County Deputy Sheriff Base Salary **\$39,000-\$48,000**

Dick Dyer Mercedes Benz Salesperson Base Salary **\$73,000**

Dental Assistants **\$33,300-\$49,494**

Richland County School Teachers Salary Year One **\$50,000-\$59,326**

SC Retirement Systems Base Salary **\$59,563-\$117,162**

SC Department of Insurance Base Salary **\$51,000-\$169,000**

ADI Global Base Salary **\$35,753-\$248,115**

Richland County Firefighter Base Salary **\$43,800**

Registered Nurse Base Salary **\$60,000- \$77,000**

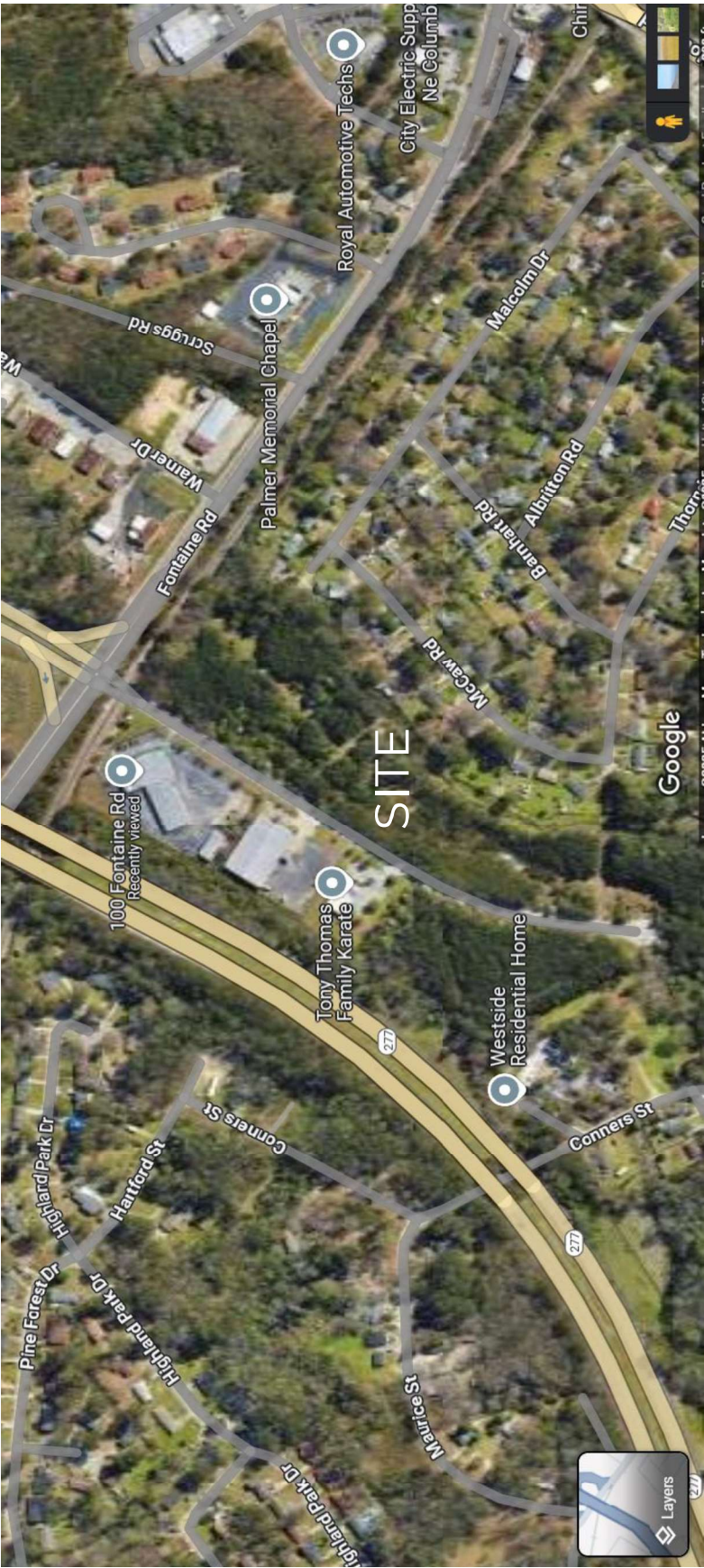
The yearly South Carolina Retirement Benefit is **\$20,419-\$58,164**



SANCTUARY LANDING

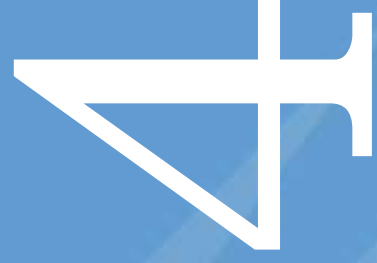
Site Location

Site - Sanctuary Landing

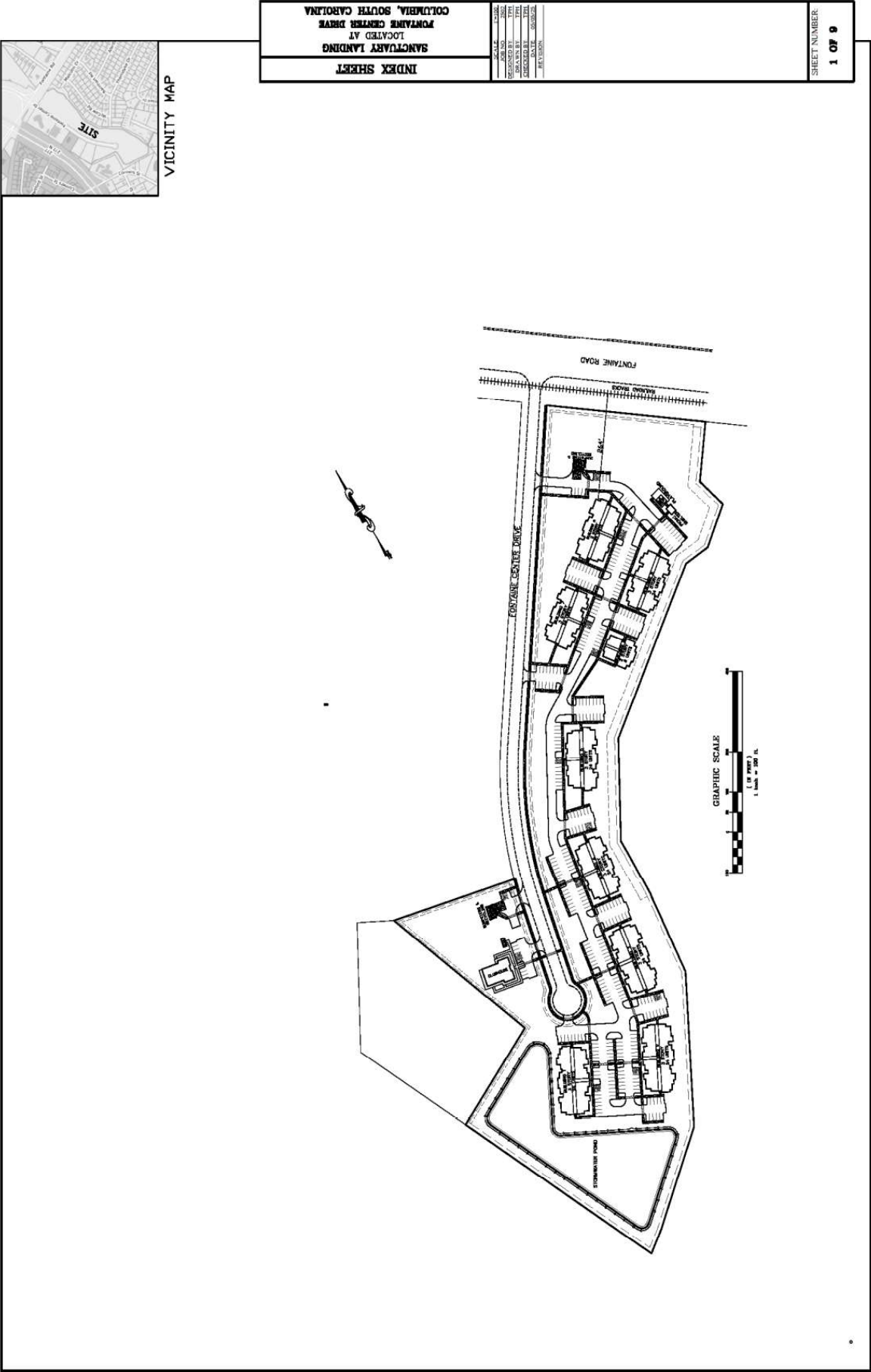


SANCTUARY LANDING

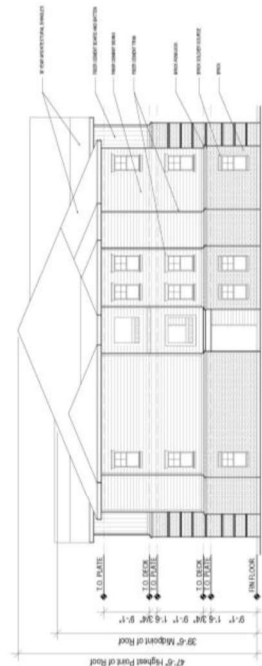
Site Plan & Elevations



Site Plan- Sanctuary Landing



Site Elevations- Sanctuary Landing



2 BUILDING 6 LEFT ELEVATION
SCALE: 1/8" = 1'-0"



2 BUILDING 3 RIGHT ELEVATION
SCALE: 1/8" = 1'-0"



1 BUILDING 3 REAR ELEVATION
SCALE: 1/8" = 1'-0"

SANCTUARY LANDING

Ulysses Development Group

5

About Us

Ulysses Development Group (“UDG”) is a mission-driven, developer preserver, and owner of affordable housing nationwide.

UDG’s principals and development staff have considerable experience in affordable housing and development, on an institutional and national scale.

UDG maintains a strong organizational balance sheet with a high level of liquidity, to effectively fund ongoing development activities taking place across the development pipeline.

UDG has extensive and deep relationships with lenders, financial partners, and tax credit equity investors.

By leveraging these existing relationships, UDG is able to efficiently source capital for the acquisition and construction of affordable housing on a national scale.

UDG has developed close working relationships with housing authorities, non-profits, and governmental agencies nationwide.

Our Mission

UDG develops, acquires, and invests in affordable housing, harnessing best-in-class practices and long-term solutions for all stakeholders and communities. UDG's values are directly in support of its mission.



People First

UDG's principals and development staff have considerable experience in affordable housing and development, on an institutional and national scale.



Integrity

We honor our commitments to our stakeholders, staff, and communities.



Continuous Improvement

We work hard every day to become better, knowing it will lead to a positive impact for all of our partners.



Do The Right Thing

When faced with difficult situations we demonstrate honesty, transparency and the courage to do the right thing.

Ulysses Development Group

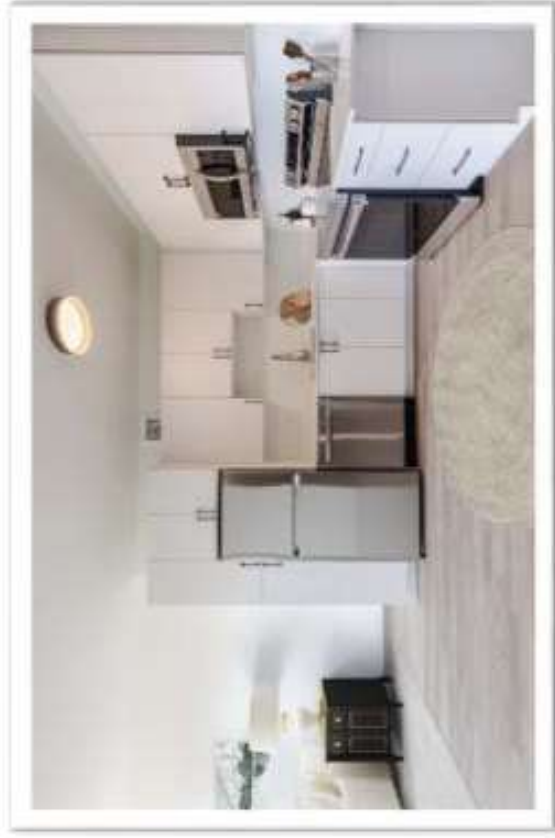
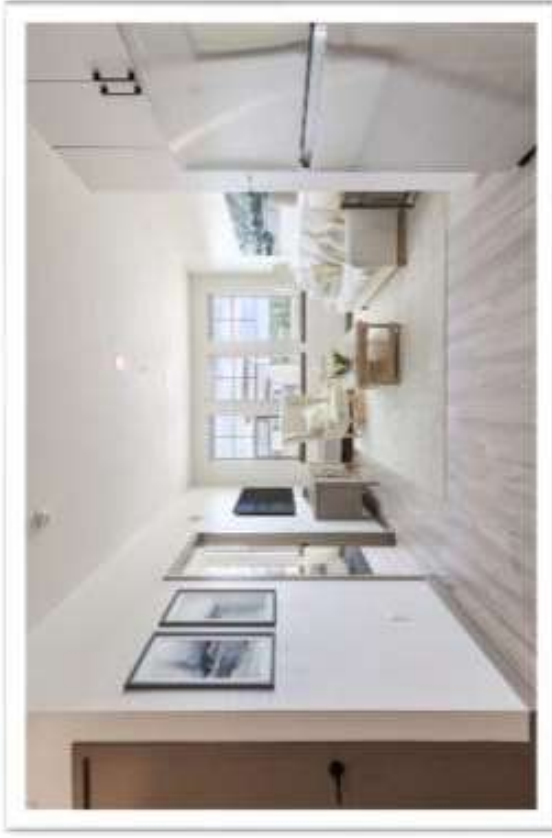
Since UDG's inception in 2021, UDG has become one of the most active and successful firms in the affordable housing space nationally. UDG has been ranked among the top national affordable housing developers and **is currently ranked #32 nationally for 2024**. UDG is active in more than five states, with over 2,300 homes under ownership, including over 800 homes under construction, and a development and acquisitions pipeline of over 1,900 homes. Prior to founding the organization, the principals and development staff of UDG have a proven history of execution in the development of income-restricted multifamily real estate ranging from 40 units to over 550 units in size. Having led the capital raises for such projects, the team has extensive experience using federal, state, and local funding as well as successfully partnering with local governments to execute on deployments. UDG's principals maintain a pre-existing portfolio of over 8,200 units of affordable housing located in five different states across the country.

UDG has a dedicated, in-house asset management department, which oversees the organization's entire affordable housing portfolio. UDG's asset management team possesses decades of experience in the oversight of affordable housing property operations, compliance, and resident services. By putting the needs of the residents first, the hard work of this dedicated team has allowed UDG to deliver an outstanding living experience at each community across the country.

UDG maintains a robust balance sheet with a high level of liquidity, allowing the organization to provide the guarantees and assurances required to secure debt and equity financing for the development and preservation of affordable housing. Ulysses has maintained strong working relationships with both institutional and local lenders and investors across the country, allowing the team to effectively pair private funds with public dollars made available under a variety of affordable housing financing programs.

The preservation of existing low-income housing, as well as the creation of new units of affordable housing across the country, remain central to UDG's organizational goals. By leveraging previous low-income housing tax credit (LIHTC) development experience and existing relationships with lenders, investors, state agencies and housing authorities nationwide, UDG hopes to continue to play an active role in addressing the need for affordable housing across the country – including the community of Columbia.

UDG is a long-term owner/investor in all the communities served. Rather than developing housing to stabilize and sell for a profit, UDG builds to own with a minimum hold period of 15 years. This approach aligns the organization's goals with the long-term success and growth of the neighborhoods in which UDG works.. UDG and its team takes pride in this alignment and, if approved as the Development Partner, Ulysses will work from day one to prioritize community put and goals in the development of this community.



Our Team



Jenn H. Wilkinson

REGIONAL VP OF DEVELOPMENT

Jenn H. Wilkinson has been involved in all facets of multi-family housing since 1991 and focused on affordable housing in seven Southeastern states since 2005. Her roles in the industry have led her to diverse experience with property search, acquisition, underwriting, funding, design, construction, third-party supervision, marketing, relocation, lease-up, management and compliance. In addition, her responsibilities for development also include working with lenders, investors, local municipalities, state housing agencies and legislation at state and federal level. She has experience with public housing authorities, Housing and Urban Development as well as Rural Development. In 2014, Jenn was awarded the only 9% LIHTC project with RAD in South Carolina. Over the years, she has completed more than 5,700 market rate and LIHTC projects with new construction or rehabilitation.

Her most recent South Carolina project was completed in Lancaster, South Carolina. Abbingdon Willow Lake is a 40-unit property for family tenancy of 50% and 60% AMI. Construction was completed in late 2021 and was fully leased at opening.

Jenn studied Business Administration from the University of Alabama with a minor in Advertising/Marketing, Public Relations. She has completed the university's courses for Real Estate Management and Construction.

Our Team



Kirsty Greer

CHIEF DEVELOPMENT OFFICER

Kirsty Greer is the Chief Development Officer at Ulysses Development Group (UDG). In this role, she leads the company's development initiatives, overseeing projects across several states. Kirsty has extensive experience in real estate, previously serving as Executive Vice President of Development at McWhinney, where she managed a portfolio of over 2,200 units under management and thousands more in development.

Kirsty graduated with a Bachelor of Science in Biology from the University of Michigan and she holds a Master's in City and Regional Planning from the University of Pennsylvania.



Angela Arnholdt

DEVELOPMENT ASSOCIATE

Angela is a Development Associate, responsible for supporting all aspects of development and acquisitions including feasibility analysis, underwriting and project management. She has been instrumental in shepherding projects to a successful completion.

Angela graduated from the University of Wisconsin – Madison with degrees in Real Estate and Finance.

Prior to UDG, she began her career in leasing at Physicians Realty Trust, then brokerage at JLL, where she worked on equity raises and institutional office sales. In her spare time, she enjoys rock climbing, running, and backcountry skiing.

Our Team



Yoni Gruskin

MANAGING PARTNER

Yoni Gruskin is the managing partner of UDG. Prior to founding UDG, Yoni was a founder and partner at Lincoln Avenue Capital, a nationally prominent owner and developer of affordable housing. Under Yoni's leadership, he helped oversee the acquisition and preservation of over 11,000 affordable housing units. Prior to that, Yoni had experience at the Related Companies and Citigroup in New York City.

Yoni is a graduate of the University of Pennsylvania.



Connor Larr

PARTNER

Connor Larr is a partner of UDG. Prior to helping Yoni found UDG, Connor served as a vice president at the Related Companies in New York City, overseeing all aspects of ground-up development across various asset classes in and around the NYC metro area, totaling over \$4 billion in development and acquisitions. Prior to his time at Related, Connor started his career at Citigroup.

Connor is a graduate of Johns Hopkins University.



Contact:

Jenn H. Wilkinson

1121 Park West Blvd STE B 136
MT Pleasant, SC 29466
(843) 405-7256



MEETING DATE: June 10, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **ZONING MAP AMENDMENT for 3310, 3332 Unit A, 3332 Unit B, and 1.29 acres S/E Leesburg Road, TMS# 22004-01-12, 22004-01-14, 22004-01-35, and 22004-01-20**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-029 - Amending the Official Zoning Map to modify the zoning for 3310, 3332 Unit A, 3332 Unit B, and 1.29 acres S/E Leesburg Road, Richland County TMS # 22004-01-12, 22004-01-14, 22004-01-35, and 22004-01-20

Proposal: Request to rezone the property from Residential Single Family Large Lot District (RSF-1) and Residential Single Family Small Lot District (RSF-3) to Neighborhood Activity Center/Corridor District (NAC).

Council District: 4

Applicant: Andrew Livengood, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 04/10/2025; Approval (6-0)

First reading approval was given on May 20, 2025.

ATTACHMENTS:

- **#a:** 2025-029 - Zoning Map Amendment of 3310, 3332 Unit A, 3332 Unit B, and 1.29 acres SE Leesburg Road (PDF)
- **#b:** ZMA-2025-0008_Leesburg_ZPH Packet (PDF)

HISTORY:**05/20/25****Columbia City Council APPROVED ON FIRST READING.**Mr. Lawrence Davis

ORDINANCE NO.: 2025-029

*Amending the Official Zoning Map to modify the zoning for 3310, 3332 Unit A, 3332 Unit B, and 1.29 acres S/E Leesburg Road, Richland County
TMS # 22004-01-12, 22004-01-14, 22004-01-35, and 22004-01-20*

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 3310, 3332 Unit A, 3332 Unit B, and 1.29 acres S/E Leesburg Road, Richland County TMS # 22004-01-12, 22004-01-14, 22004-01-35, and 22004-01-20; 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 3310, 3332 Unit A, 3332 Unit B, and 1.29 acres S/E Leesburg Road, Richland County, Richland County TMS# 22004-01-12, 22004-01-14, 22004-01-35, and 22004-01-20 as shown in Attachment A, is hereby rezoned from Residential Single Family Large Lot District (RSF-1) and Residential Single Family Small Lot District (RSF-3) to Neighborhood Activity Center/Corridor District (NAC). 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

May 20, 2025 at 4:00 P.M.

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

ZONING MAP AMENDMENT CASE SUMMARY

3310, 3332 Unit A, 3332 Unit B, and 1.29 acres S/E Leesburg Road, TMS# 22004-01-12, 22004-01-14, 22004-01-35, and 22004-01-20

Council District: 4

Proposal: Request to rezone the property from Residential Single Family Large Lot District (RSF-1) and Residential Single Family Small Lot District (RSF-3) to Neighborhood Activity Center/Corridor District (NAC).

Applicant: Andrew Livengood, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 04/10/2025; Approval (6-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 2.31 acres

Current Use: Residential

Proposed Use: Commercial

Future Land Use Classification: Urban Edge Residential Large Lot (UER-2)

Current Zoning: Residential Single Family Large Lot District (RSF-1) and Residential Single Family Small Lot District (RSF-3)

Proposed Zoning: Neighborhood Activity Center/Corridor District (NAC)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is designated as Urban Edge Residential Large Lot (UER-2) in the *Columbia Compass: Envision 2036* Future Land Use Map

Refer to the attached land use classification description.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of an existing neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

ZONING

The subject property is currently zoned Residential Single Family Large Lot District (RSF-1) and Residential Single Family Small Lot District (RSF-3). The abutting properties within the City of Columbia are zoned Residential Single Family Large Lot District (RSF-1) and Institutional – Fort Jackson District (INS-FJ).

The proposed City of Columbia zoning is Neighborhood Activity Center/Corridor District (NAC).

Refer to the attached zoning district descriptions for more information on the existing and proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff finds that the proposed zoning is consistent with the future land use classification in the *Columbia Compass* comprehensive plan; Civic/Institutional and Business/Employment are considered tertiary development types within the UER-2 land use classification.

In light of the property history (below) and the ongoing widening of Leesburg Road, the Zoning Administrator has made this application.

The Zoning Administrator his predecessor have had extensive conversations with representatives of three of these parcels; two of the parcels had been zoned Neighborhood Commercial (C-2) prior to the adoption of the Unified Development Ordinance in 2021, and the third (TMS# 22004-01-12) was within a single-family Planned Unit Development (PUD), but prior to that shared the C-2 zoning designation. In short, the existing buildings currently or previously contained commercial uses, and the current residential districts would prohibit the reestablishment of commercial use.

The fourth property, TMS# 22004-01-14, is a City-owned parcel containing a component of the City's water network and is included in this request to be consistent with the neighboring properties.



Future Land Use

3310, 3332, and 1.29 acres S/E Leesburg Road, TMS# 22004-01-12, -14, -35, and -20
 Future Land Use: Urban Edge Residential Large Lot (UER-2)

23.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

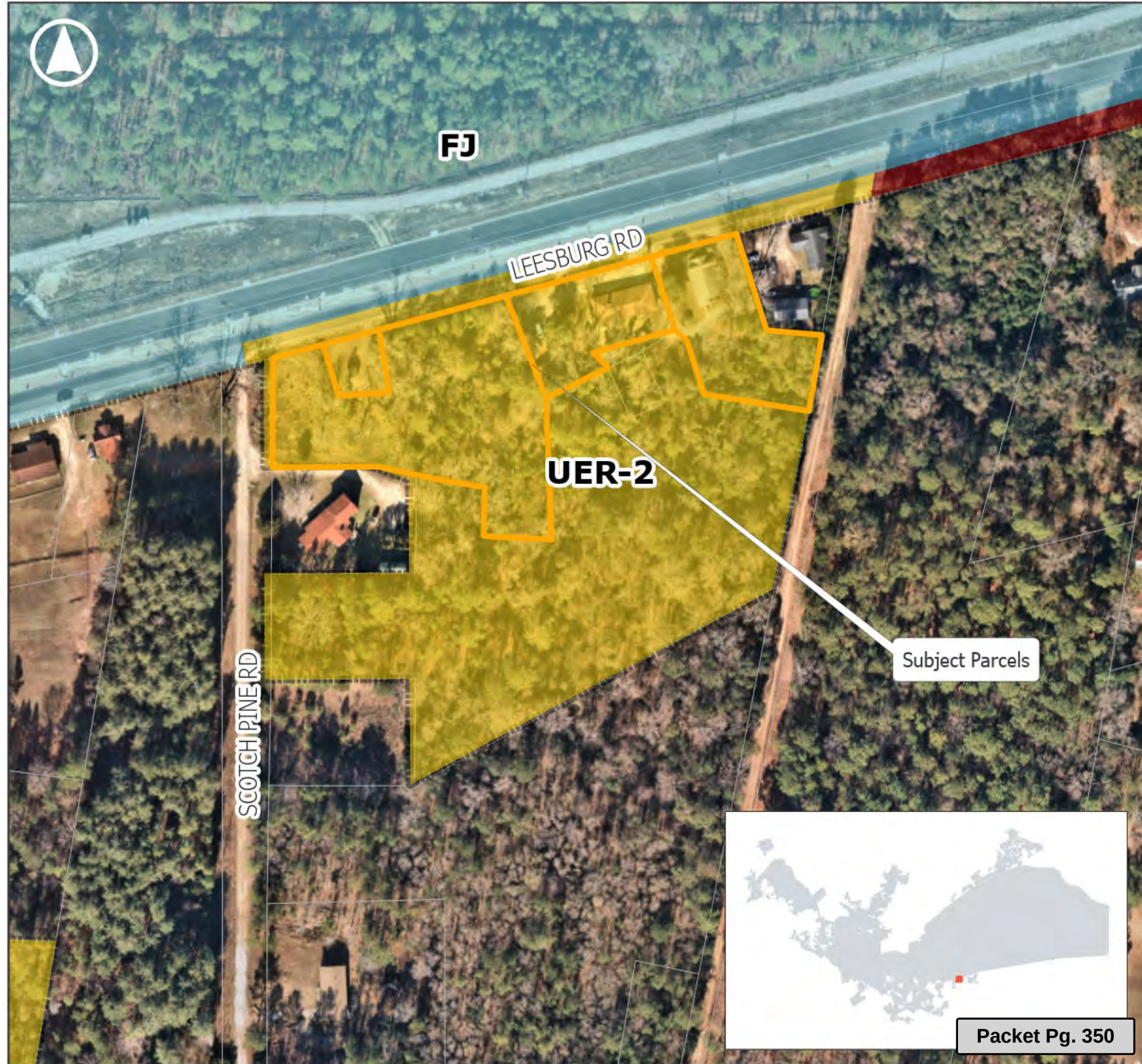
0 100 200 Feet



Planning & Development
 Services Department

Created by: swudson Date: 3/21/2025

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Zoning

3310, 3332, and 1.29 acres S/E Leesburg Road, TMS# 22004-01-12, -14, -35, and -20
 Current Zoning: Residential Single Family Large Lot District (RSF-1) and
 Residential Single Family Small Lot District (RSF-3)
 Proposed Zoning: Neighborhood Activity Center/Corridor District (NAC)

23.b

Legend

- RSF-3: Residential Single Family - Small Lot District
- RSF-1: Residential Single Family - Large Lot District
- INS-FJ: Institutional - Fort Jackson District
- Parcels
- City Limits



Subject Parcels

0 100 200 Feet



Planning & Development
 Services Department

Created by: swjudson Date: 3/21/2025

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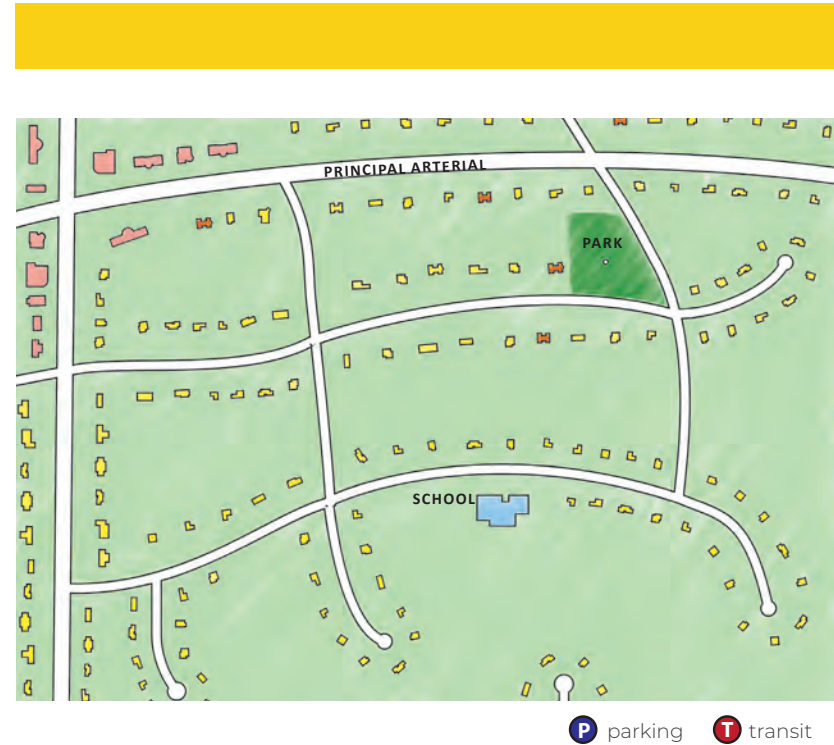
Packet Pg. 351

Future Land Use Classification

Development Types

URBAN EDGE RESIDENTIAL LARGE LOT (UER-2)

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.



UER-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached
- *Accessory dwelling units

TERTIARY TYPES

- Single-family Attached
- Two-family
- Three-family
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UER-2 DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure and limited points of connection to the main road network. Street widths may be narrow or wide. Sidewalks may or may not be present in existing neighborhoods but should be provided in new developments. On-street parking is uncommon in these neighborhoods when street widths are narrow.
- Blocks are slightly irregular and may display a range of sizes and shapes determined by the parent lot shape and the internal street network.
- Blocks are subdivided into regular sized lots over 10,000 square feet.
- Buildings are typically set back from the street with deep front yards; buildings sit parallel to the street.
- Building sizes vary slightly within a block, but most are one to two stories in height with more than 2,000 square feet of livable space. Exceptions in the number of stories would be for neighborhoods with many split-level homes.
- Most homes have dedicated parking areas in front or side yards. Attached garages or carports are common.
- Open or green spaces are included in individual properties, retention or detention areas, or neighborhood parks. Passive green spaces should be included in new developments.
- Within a single development, building architecture, density, scale, and design will typically be fairly consistent along with front yard setbacks and driveway and garage arrangements. Side loading garages may be more common in a large lot neighborhood than in small lot neighborhoods.



Current Zoning Districts



RSF-1: Residential Single Family – Large Lot District

Purpose

The purpose of the Residential Single-Family - Large Lot (RSF-1) District is to provide lands that accommodate primarily single-family detached dwellings at very low densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	15,000
Lot Width, min. (ft.)	90
Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	40
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	25
Side Yard Setback, min. (ft.)	8
Rear Yard Setback, min. (ft.)	15
Building Height, max. (ft.)	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Cemetery ²
Dwelling, single-family detached	Park or greenway ¹
Community recreation center	Utility facility, major ²
Cultural facility ²	Utility facility, minor
Day care facility ²	Community garden ¹
Library	Crop production and processing ²
Place of worship ²	
Public safety facility	
Elementary, middle, or high school ²	
Arboretum or botanical garden ²	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.



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



NAC: Neighborhood Activity Center/Corridor District

Purpose

The purpose of the Neighborhood Activity Center/Corridor (NAC) District is to provide lands that accommodate moderate-density, walkable, neighborhood-scale mixed-use development with neighborhood-serving commercial development within the City's urban neighborhoods. The district is intended to be applied to portions of a city block, consisting of storefronts with limited on-site parking.

Uses are intended to be neighborhood-serving and capture some through-traffic, though auto-oriented uses and design are discouraged. Allowed uses include live/work and multi-family dwellings, mixed-use, offices, personal services uses, and community service uses. *No minimum parking.

Intensity and Dimensional Standards

Standard	Multi-family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)	10,000	5,000
Lot Width, min. (ft.)	75	N/A
Lot Coverage, max. (% of site area)	N/A	
Density, max. (du/acre)	N/A	
Front Yard Setback (ft.)	Min.	5 [1]
	Max.	15 [1]
Side Yard Setback, min. (ft.)	N/A	
Rear Yard Setback, min. (ft.)	15	
Building Height, max. (ft.)	50	

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] In lieu of this standard, the Zoning Administrator may approve a front yard setback that is within 90 percent and 110 percent of the average front yard setback for buildings on the same block face, if more than 50 percent of the lots on the block face have buildings.

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED	Day care facility ¹	Laboratory, medical or dental
Dwelling, live-work ¹	Government office	Medical or dental clinic/office
Dwelling, mixed-use	Library	Nursing care facility
Dwelling, multifamily	Membership organization facility	Arboretum or botanical garden
Dwelling, single-family detached	Place of worship ¹	Cemetery
Dwelling, two-family	Public safety facility	Park or greenway ¹
Dwelling, townhouse	Social services facility	Park and ride
Residential care facility ²	Elementary, middle, or high school	Parking lot ¹
Community recreation center	School, business or trade	Parking structure ¹
Cultural facility	Hospital	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

NAC: NEIGHBORHOOD ACTIVITY CENTER/CORRIDOR

Passenger terminal, surface transportation ²	Grocery store or food market ¹
Railroad facility ²	Liquor store ²
Utility facility, major ²	Pawn shop ²
Utility facility, minor	Gasoline sales and service station ¹
Veterinary hospital or clinic ¹	Vehicle equipment supplies sales and rentals
Eating establishment only ¹	Community garden ¹
Eating and drinking establishment, Type 1 ¹	Crop production and processing
Eating and drinking establishment, Type 2 ²	Manufacturing, assembly, or fabrication, light
Funeral home or mortuary	
Business/Professional office	
Bank, retail	
Beauty salon or barbershop	
Body piercing or tattoo establishment ¹	
Dry cleaning pick-up ¹	
Laundry, coin-operated	
Nail salon	
Repair of personal goods	
Banquet hall	
Performing arts center	
Recreation facility, indoor, not elsewhere listed ¹	
Recreation facility, outdoor, not elsewhere listed ²	
Building supplies and equipment store ^{1, 2}	
Consumer goods store ^{1, 2}	
Convenience store ²	
Farmers' market ^{1, 2}	

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: June 10, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **ZONING MAP AMENDMENT for 111, 161 (portion), 171, and 181 Pontiac Business Center Drive and 594 Spears Creek Church Road, TMS# 25714-01-05, 25714-01-09, 25714-01-10 (portion), and 25714-01-11 (portion)**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-030 - Amending the Official Zoning Map to modify the zoning for 111, 161 (portion), 171, and 181 Pontiac Business Center Drive and 594 Spears Creek Church Road, Richland County TMS # 25714-01-05, 25714-01-09, 25714-01-10 (portion), and 25714-01-11 (portion)

Proposal: Request to rezone the property from Light Industrial District (LI) to Employment Campus District (EC).

Council District: 4

Applicant: Paul Mishoe, Jr., Cross Engineering Services, LLC

Staff Recommendation: Approval

PC Recommendation: 04/10/2025; Approval (6-0)

First reading approval was given on May 20, 2025.

ATTACHMENTS:

- **#a:** 2025-030 - Zoning Map Amendment of 111, 161 (portion), 171, and 181 Pontiac Business Center Drive and 594 Spears Creek Church Rd (PDF)
- **#b:** ZMA-2025-0007_PontiacBusiness181_ZPH Packet (PDF)

HISTORY:**05/20/25****Columbia City Council APPROVED ON FIRST READING.**Mr. Paul Mishoe, Jr.

ORDINANCE NO.: 2025-030

Amending the Official Zoning Map to modify the zoning for 111, 161 (portion), 171, and 181 Pontiac Business Center Drive and 594 Spears Creek Church Road, Richland County TMS # 25714-01-05, 25714-01-09, 25714-01-10 (portion), and 25714-01-11 (portion)

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning 111, 161 (portion), 171, and 181 Pontiac Business Center Drive and 594 Spears Creek Church Road, Richland County TMS # 25714-01-05, 25714-01-09, 25714-01-10 (portion), and 25714-01-11 (portion); 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 111, 161 (portion), 171, and 181 Pontiac Business Center Drive and 594 Spears Creek Church Road, Richland County, Richland County TMS# 25714-01-05, 25714-01-09, 25714-01-10 (portion), and 25714-01-11 (portion) as shown in Attachment A, is hereby rezoned from Light Industrial District (LI) to Employment Campus District (EC). 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

May 20, 2025 at 4:00 P.M.

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

ZONING MAP AMENDMENT CASE SUMMARY

111, 161 (portion), 171, and 181 Pontiac Business Center Drive and 594 Spears Creek Church Road, TMS# 25714-01-05, 25714-01-09, 25714-01-10 (portion), and 25714-01-11 (portion)

Council District:	4
Proposal:	Request to rezone the property from Light Industrial District (LI) to Employment Campus District (EC).
Applicant:	Paul Mishoe, Jr., Cross Engineering Services, LLC
Staff Recommendation:	Approval
PC Recommendation:	04/10/2025; Approval (6-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 14.63 acres

Current Use: Commercial

Proposed Use: Residential - Townhomes

Future Land Use Classification: Urban Edge Community Activity Center (UEAC-1)

Current Zoning: Light Industrial District (LI)

Proposed Zoning: Employment Campus District (EC)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is designated as Urban Edge Community Activity Center (UEAC-1) in the *Columbia Compass: Envision 2036* Future Land Use Map

Refer to the attached land use classification description.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of an existing neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

ZONING

The subject property is currently zoned Light Industrial District (LI). The abutting properties within the City of Columbia are zoned Light Industrial District (LI) to the east, west, and south, and Planned Development (PD) across Spears Creek Church Road.

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

Refer to the attached zoning district descriptions for more information on the existing and proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff finds that the proposed zoning is consistent with the future land use classification in the *Columbia Compass* comprehensive plan.

The proposed EC District is classified as an industrial district, and allows a mixture of light industrial, research, office, and similar employment uses – as well as multi-family dwellings, restaurants, and retail sales and services that are “supportive of principal employment-based uses”. Because this existing business/industrial park already includes a mixture of these uses, staff finds that a recommendation to approve is appropriate.

Future Land Use Classification

Current Zoning District

Proposed Zoning District



Subject Parcels



Future Land Use

24.b

181 Pontiac Business Center Drive; TMS# 25714-01-05, -09 -10 (portion) and -11 (portion)
Future Land Use: Urban Edge Community Activity Center (UEAC-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

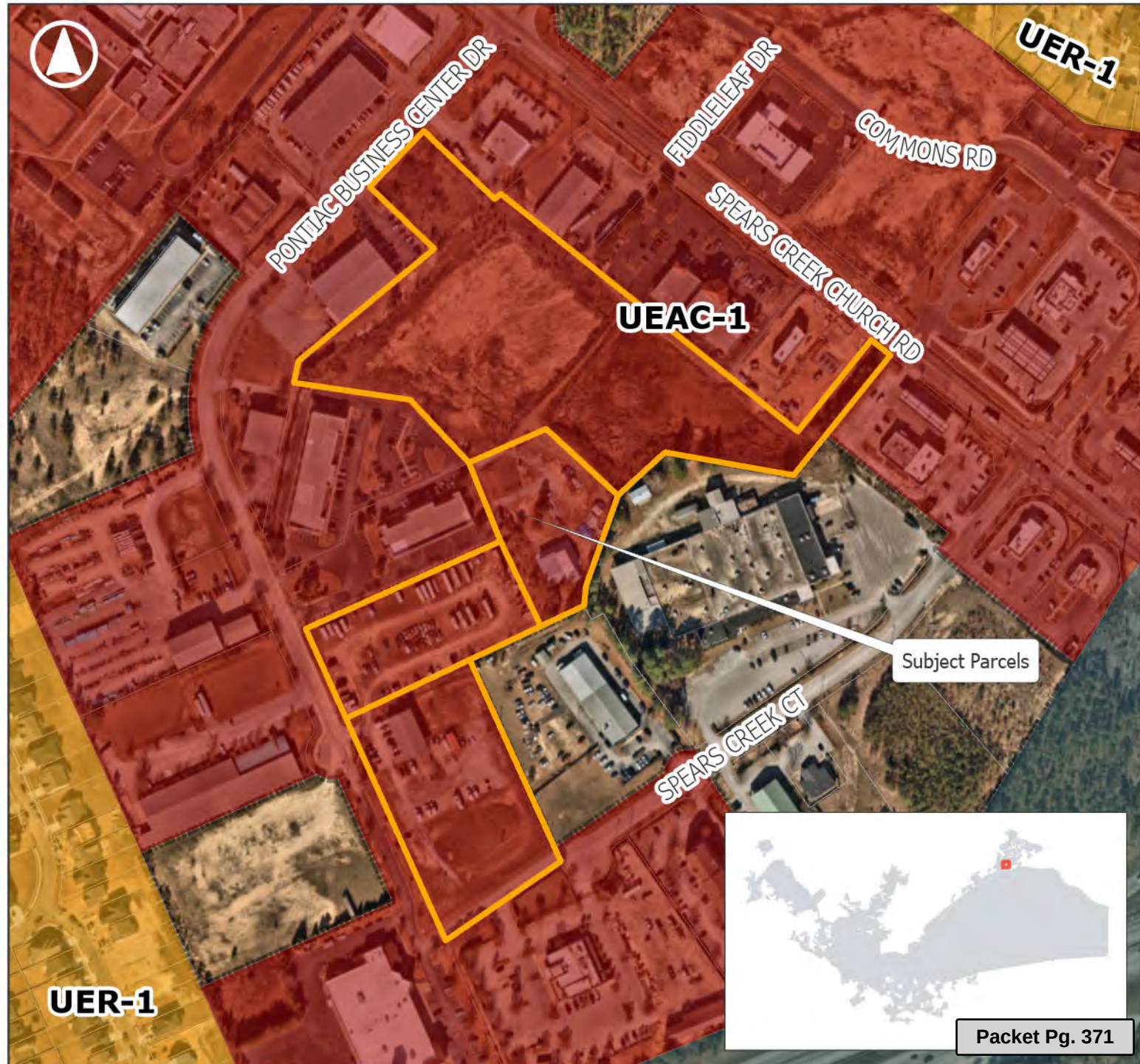
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Planning & Development
Services Department

Created by: swudson Date: 3/21/2025

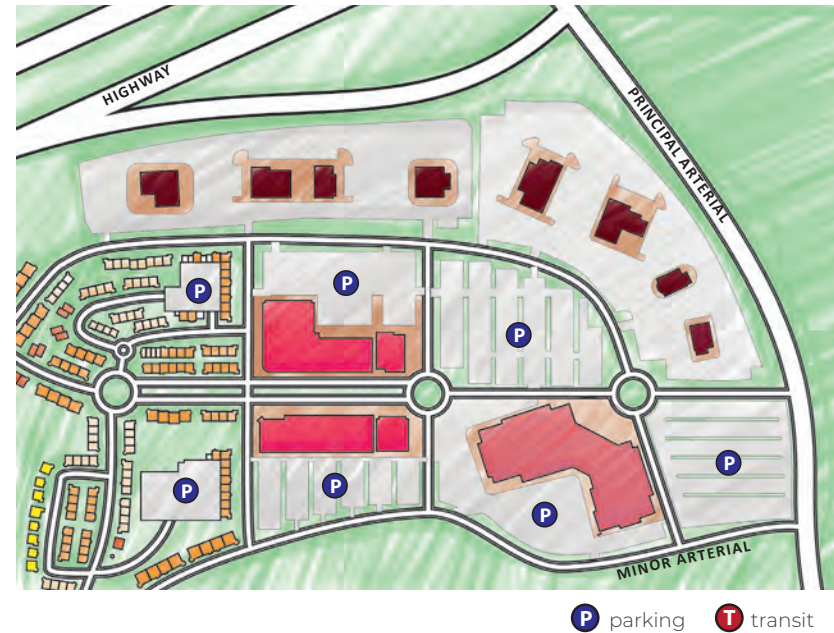
This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia



Development Types

URBAN EDGE COMMUNITY ACTIVITY CENTER (UEAC-1)

Urban Edge Community Activity Centers are small to medium scale, mixed-use activity centers with community-serving commercial uses and a medium to high intensity residential component, typically with a significant open space element. They provide a daily retail and service destination for a portion of the City, typically within a three-mile to five-mile radius or drive distance. These activity centers are found in the outer areas of the City, frequently near highway interchanges, and are subdivided from large, undeveloped tracts or as redevelopment of larger commercial sites. They typically are found at major intersections of major corridors and may occupy all quadrants of the intersection.



UEAC-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

SECONDARY TYPES

- Multi-family Small & Medium
- Flex Small & Medium

TERTIARY TYPES

- Single-family Attached
- Civic/Institutional Small & Large
- Commercial Large
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

UEAC-1 DEVELOPMENT PATTERN/CONTEXT

- Internal street networks may be laid out in a grid to create various block sizes and shapes, but typically do not continue the urban street grid. Connections to the primary road network are somewhat limited. Wide sidewalks on both sides of the street are common.
- Blocks vary in size based on the tenant mix; subdivision beyond blocks may be non-existent if shopping centers and multi-family buildings are owned by a single entity.
- Buildings are oriented toward internal streets of the development. Commercial/retail structures are set up to the sidewalk line, and residential buildings may also be set to the sidewalk or have small lawns or front yards.
- Buildings range from a small to medium scale footprint and are typically one to three stories.
- Design of these activity centers should fully accommodate pedestrians and cyclists as well as automobiles.
- Transit facilities should be located near or within these activity centers.
- Depending on the density of uses within a Community Activity Center, parking for businesses should be accommodated in inner block surface parking, or in parking structures and on-street parking. Parking for residential uses should be accommodated in attached parking structures, inner block surface lots, on streets, and in individual rear-loaded garages.
- Plazas, street trees and plantings, greens, neighborhood parks, and outdoor event venues can provide open spaces and outdoor recreation opportunities in Community Activity Centers.



- Open spaces for buffering from adjacent development may be used; however transitions in building scale, use, and orientation, as well as street connectivity, are all preferred methods of connecting developments of different types rather than buffering them from one another.
- Typically an architectural theme or range of styles is established at the time of planning; most Community Activity Centers are built in phases with a master plan and a single developer/builder. Neo-Traditional styles or modern architecture can be appropriate in these developments.

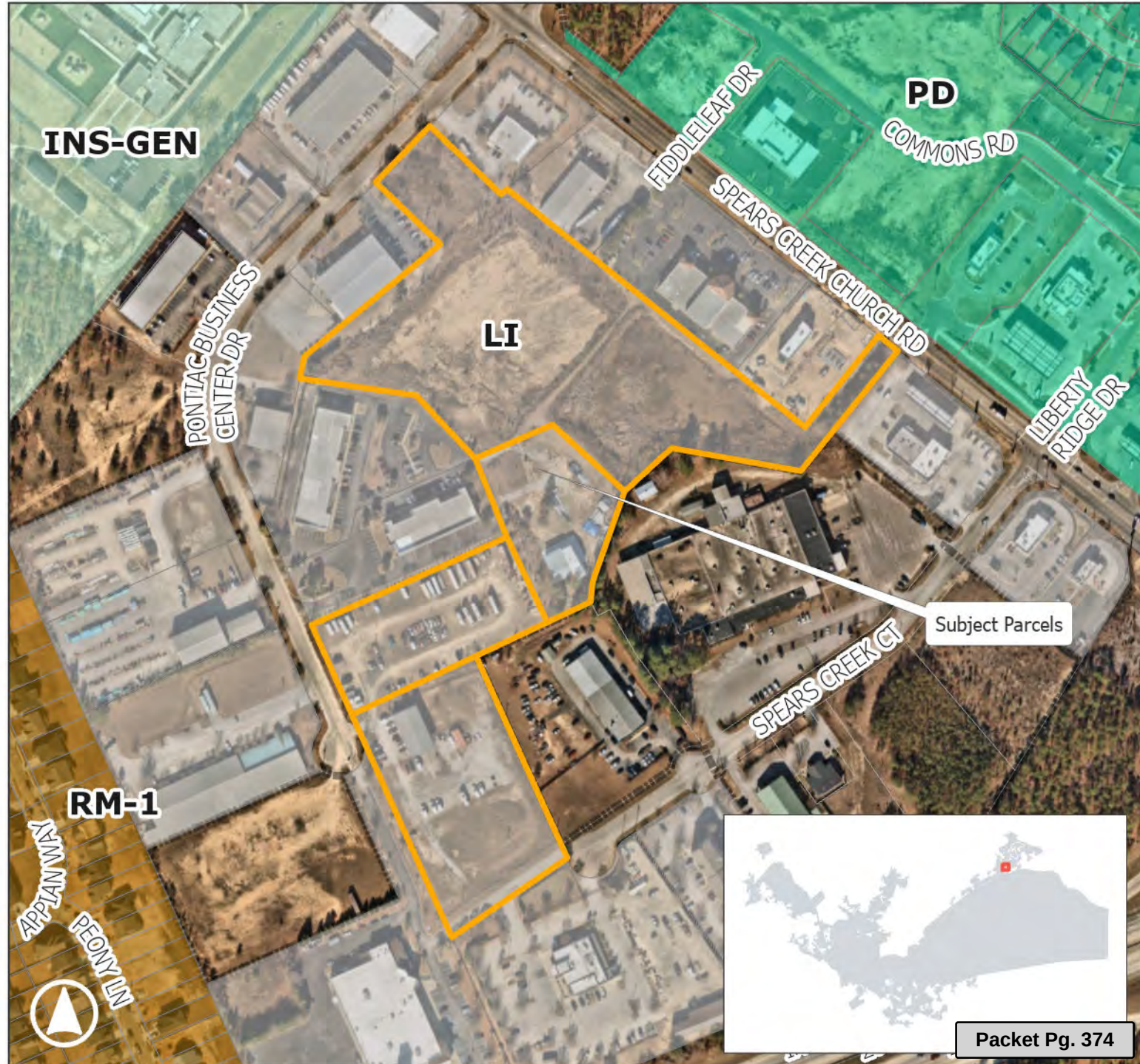
Zoning

181 Pontiac Business Center Drive; TMS# 25714-01-05, -09 -10 (portion) and -11 (portion)
 Current Zoning: Light Industrial District (LI)
 Proposed Zoning: Employment Campus District (EC)

24.b

Legend

- RM-1: Residential Mixed
- LI: Light Industrial District
- PD: Planned Development
- INS-GEN: Institutional - General District
- Parcels
- City Limits



Subject Parcels

Packet Pg. 374

Feet
 0 100 200



Planning & Development
 Services Department

Created by: swhudson Date: 3/21/2025

This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia

Future Land Use Classification

Current Zoning District



LI: Light Industrial District

Purpose

The purpose of the Light Industrial (LI) District is to provide lands that allow light industrial development. Development allowed in the LI District includes wholesaling, distribution, storage, processing, research and development, light manufacturing, and related development. The district also accommodates support uses such as office and limited commercial uses that primarily serve the principal industrial uses.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	N/A
Lot Width, min. (ft.)	N/A
Lot Coverage, max. (% of site area)	N/A
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	25
Side Yard Setback, min. (ft.)	N/A
Rear Yard Setback, min. (ft.)	N/A
Building Height, max. (ft.)	75

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED	Laboratory, medical or dental	Utility facility, major
Broadcasting studio	Medical or dental clinic/office	Utility facility, minor
Newspaper or periodical publishing establishment	Arboretum or botanical garden	Animal shelter
Correctional facility ²	Cemetery	Kennel ¹
Cultural facility ²	Park or greenway ¹	Veterinary hospital or clinic ¹
Government office	Airport	Equipment rental
Library	Park and ride	Laboratory, testing or research
Membership organization facility	Parking lot ¹	Lawn, tree, or pest control services
Place of worship ¹	Parking structure ¹	Linen or uniform supply
Public safety facility	Passenger terminal, surface transportation	Self-service storage ¹
Social services facility	Solar energy conversion system (large scale) ¹	Sign fabricating establishment
School, business or trade		Eating establishment only ¹

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

LI: LIGHT INDUSTRIAL

Eating and drinking establishment, Type 1 ¹	Commercial vehicle sales and rentals ¹
Eating and drinking establishment, Type 2 ²	Gasoline sales and service station ¹
Crematory	Personal vehicle repair and maintenance ¹
Business/Professional office	Personal vehicle sales and rentals ¹
Contractor's office	Vehicle equipment supplies sales and rentals
Body piercing or tattoo establishment ¹	Vehicle paint and finishing shop
Dry cleaning pick-up ¹	Vehicle towing and wrecker service ¹
Laundry, coin-operated	
Non-depository personal credit institution ¹	Agriculture and forestry uses, not elsewhere listed
Repair of personal goods	Community garden ¹
Car wash	Crop production and processing
Amusement park	Contractor's yard
Arena, stadium, or outdoor theater	Motor freight facility
Recreation facility, indoor, not elsewhere listed	Warehouse distribution and storage
Sexually-oriented business ²	Wholesale sales, not elsewhere listed
Building supplies and equipment store	Manufacturing, assembly, or fabrication, light
Consumer goods store	Manufacturing, assembly, or fabrication, medium
Convenience store ²	
Farmers' market	Composting facility ²
Liquor store ²	Junk, salvage, scrap, or wrecking yard ²
Fuel sales (bulk)	Recycling center ²
Commercial fuel depot	
Commercial vehicle repair and maintenance	Refuse processing facility ²

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

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 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: June 10, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **ZONING MAP AMENDMENT for 1319 Caroline Road,
TMS# 16414-09-07**

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-035 - Amending the Official Zoning Map to modify the zoning for 1319 Caroline Road, Richland County TMS # 16414-09-07

Proposal: Request to rezone the property from Residential Single Family Large Lot District (RSF-1) to Office and Institutional District (O-I).

Council District: 4

Applicant: Raheem Majeed, Majeed Goddess Investments, LLC

Staff Recommendation: Denial

PC Recommendation: 04/10/2025; Approval (6-0)

First reading approval was given on May 20, 2025.

ATTACHMENTS:

- **#a:** 2025-035 - Zoning Map Amendment of 1319 Caroline Rd (PDF)
- **#b:** ZMA-2025-0009_Caroline1319_ZPH Packet (PDF)

HISTORY:

05/20/25

Columbia City Council APPROVED ON FIRST READING.

Mr. Raheem Majeed

ORDINANCE NO.: 2025-035

*Amending the Official Zoning Map to modify the zoning for 1319 Caroline Road,
Richland County TMS # 16414-09-07*

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 1319 Caroline Road, Richland County TMS # 16414-09-07; and,

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

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

WHEREAS, the City of Columbia Planning Commission has reviewed the application and made a recommendation to City Council regarding the application in accordance with §17-2.5(c)(3)(f) of the UDO; and

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

WHEREAS, the Columbia City Council has determined that the proposed rezoning meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

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

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 1319 Caroline Road, Richland County, Richland County TMS# 16414-09-07 as shown in Attachment A, is hereby rezoned from Residential Single Family Large Lot District (RSF-1) to Office and Institutional District (O-I). 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

May 20, 2025 at 4:00 P.M.

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

ZONING MAP AMENDMENT CASE SUMMARY

1319 Caroline Road, TMS# 16414-09-07

Council District: 4

Proposal: Request to rezone the property from Residential Single Family Large Lot District (RSF-1) to Office and Institutional District (O-I).

Applicant: Raheem Majeed, Majeed Goddess Investments, LLC

Staff Recommendation: Denial

PC Recommendation: 04/10/2025; Approval (6-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.64 acres

Current Use: Residential

Proposed Use: Residential - Townhomes

Future Land Use Classification: Urban Edge Residential Large Lot (UER-2)

Current Zoning: Residential Single Family Large Lot District (RSF-1)

Proposed Zoning: Office and Institutional District (O-I)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is designated as Urban Edge Residential Large Lot (UER-2) in the *Columbia Compass: Envision 2036* Future Land Use Map

Refer to the attached land use classification description.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of an existing neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

ZONING

The subject property is currently zoned Residential Single Family Large Lot District (RSF-1). The abutting properties within the City of Columbia are zoned Residential Single Family Large Lot District (RSF-1) to the east and Office and Institutional District (O-I) to the north, west, and south.

The proposed City of Columbia zoning is Office and Institutional District (O-I).

Refer to the attached zoning district descriptions for more information on the existing and proposed City of Columbia zoning.

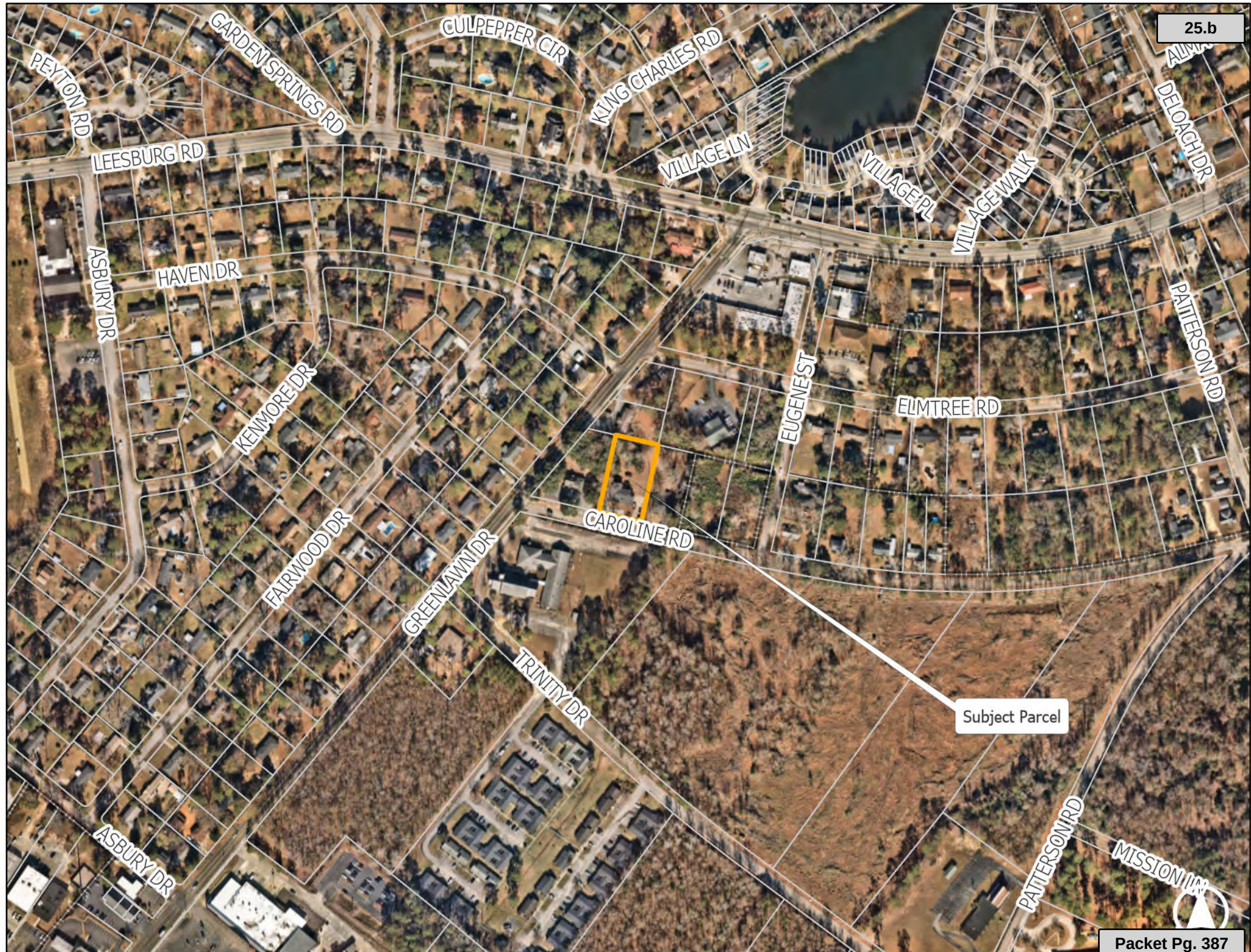
STAFF RECOMMENDATION

Staff finds that the proposed zoning is not consistent with the future land use classification in the *Columbia Compass* comprehensive plan, Urban Edge Residential Large Lot (UER-2).

While nearby parcels are zoned O-I, this parcel is the first parcel on the north side of Caroline Road that establishes a pattern of single-family residential stretching to the east, and further encroachment of commercial zoning into residential districts is generally discouraged.

Notably, a May 4, 2015 request to rezone this property (1319 Caroline Road) from Urban Transitional District (UTD) to Office and Institutional District (C-1) appeared before the Planning Commission and was recommended for denial.

Also, during a recent annexation on the south side of Caroline Road (of an unincorporated portion of a larger development), community members from Caroline Road expressed concern with the development until the entrance to the development was moved to Trinity Drive.



Future Land Use

1319 Caroline Road, TMS# 16414-09-07
Future Land Use: Urban Edge Residential Large Lot (UER-2)

25.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

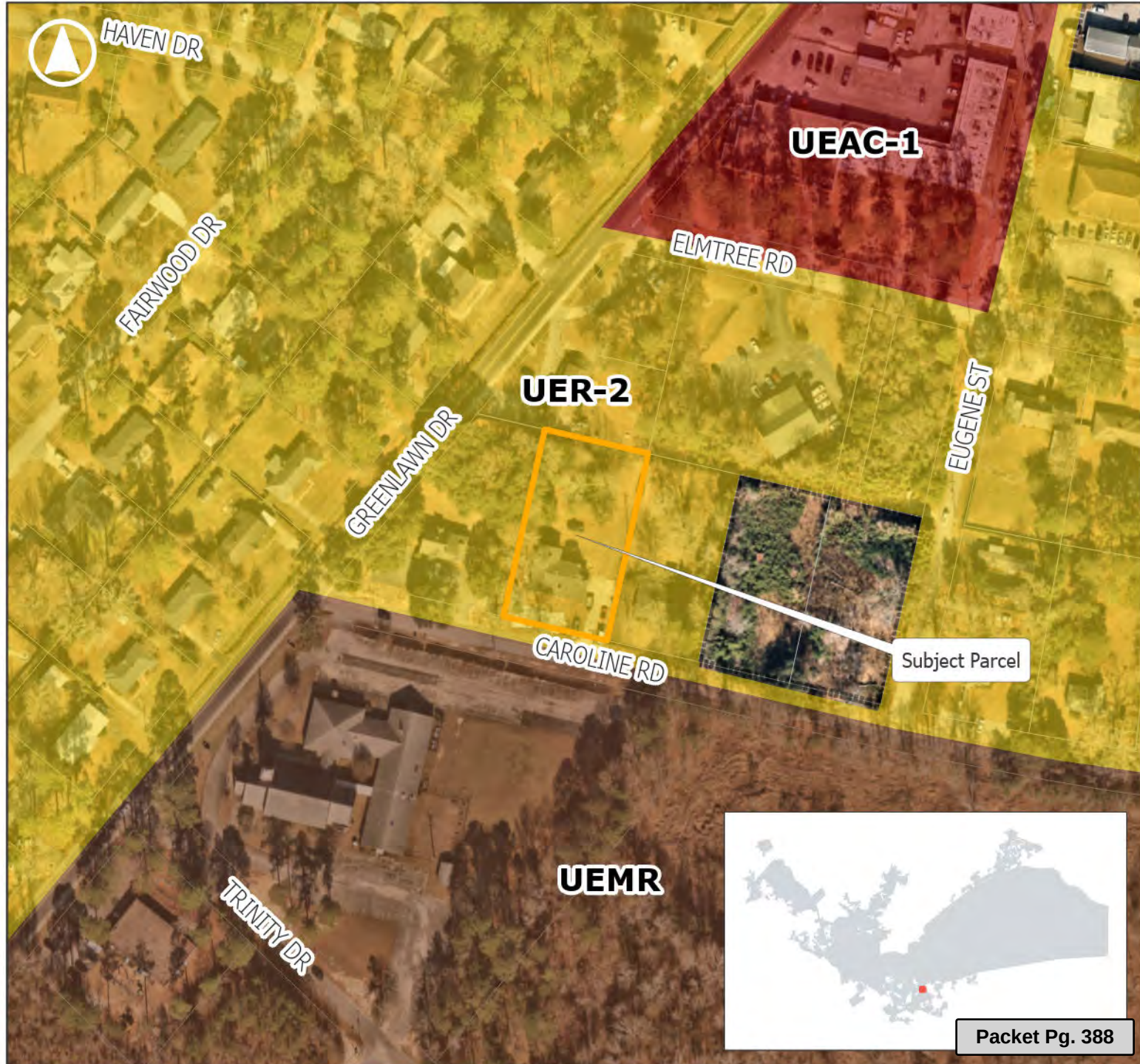
0 100 200 Feet



Planning & Development
Services Department

Created by: swudson Date: 3/21/2025

This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia



Zoning

1319 Caroline Road, TMS# 16414-09-07

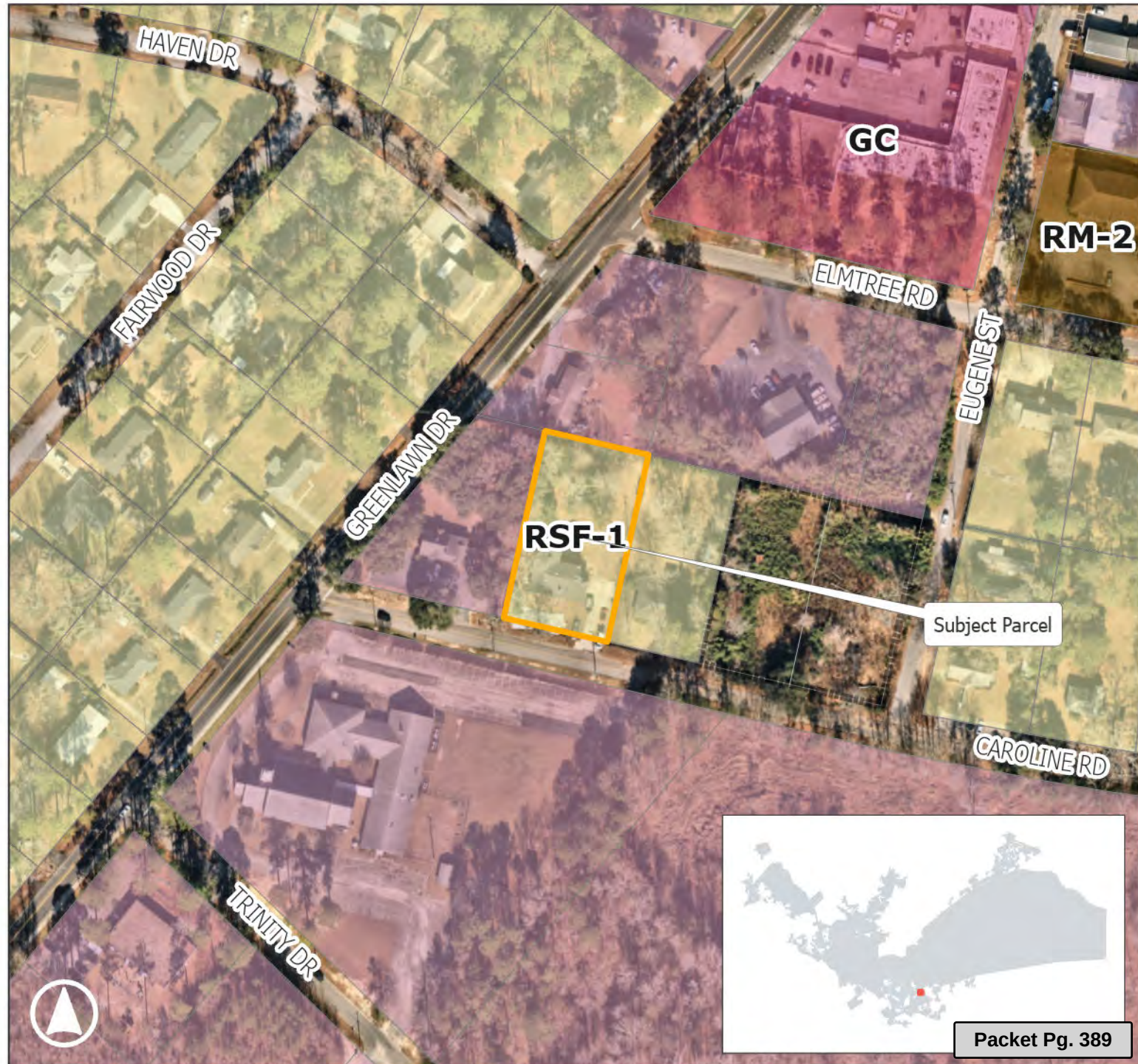
Current Zoning: Residential Single Family Large Lot District (RSF-1)

Proposed Zoning: Office and Institutional District (O-I)

25.b

Legend

- O-I: Office and Institutional District
- GC: General Commercial District
- RSF-1: Residential Single Family - Large Lot District
- RM-2: Residential Mixed
- Parcels
- City Limits



0 100 200 Feet



Planning & Development
Services Department

Created by: sw Hudson Date: 3/21/2025

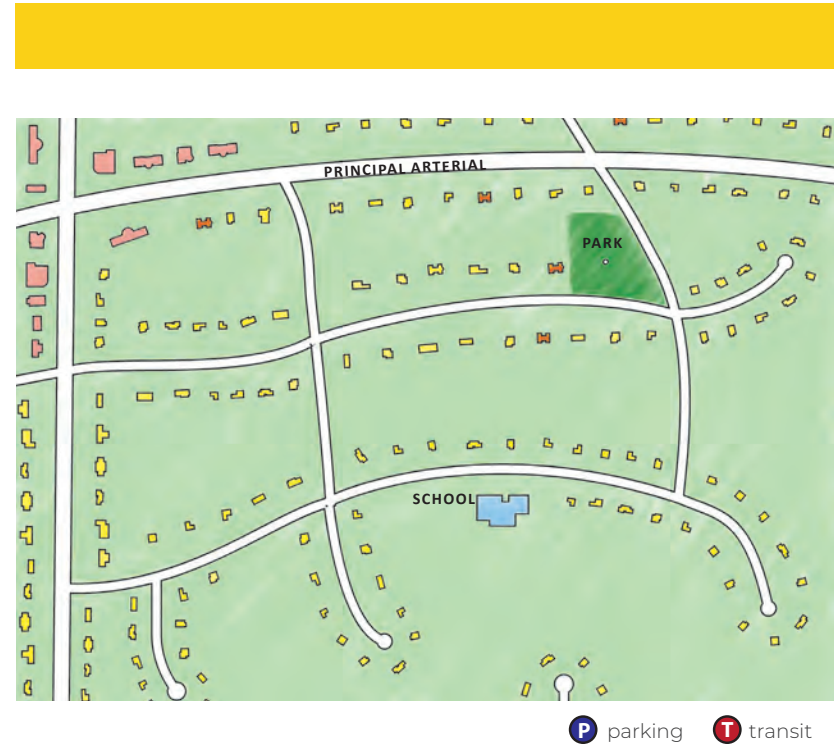
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Future Land Use Classification

Development Types

URBAN EDGE RESIDENTIAL LARGE LOT (UER-2)

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.



UER-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached
- *Accessory dwelling units

TERTIARY TYPES

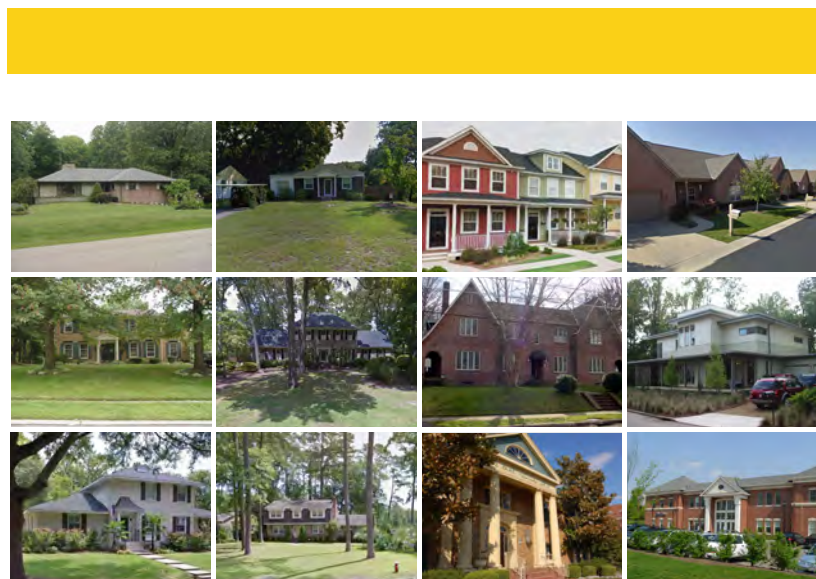
- Single-family Attached
- Two-family
- Three-family
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UER-2 DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure and limited points of connection to the main road network. Street widths may be narrow or wide. Sidewalks may or may not be present in existing neighborhoods but should be provided in new developments. On-street parking is uncommon in these neighborhoods when street widths are narrow.
- Blocks are slightly irregular and may display a range of sizes and shapes determined by the parent lot shape and the internal street network.
- Blocks are subdivided into regular sized lots over 10,000 square feet.
- Buildings are typically set back from the street with deep front yards; buildings sit parallel to the street.
- Building sizes vary slightly within a block, but most are one to two stories in height with more than 2,000 square feet of livable space. Exceptions in the number of stories would be for neighborhoods with many split-level homes.
- Most homes have dedicated parking areas in front or side yards. Attached garages or carports are common.
- Open or green spaces are included in individual properties, retention or detention areas, or neighborhood parks. Passive green spaces should be included in new developments.
- Within a single development, building architecture, density, scale, and design will typically be fairly consistent along with front yard setbacks and driveway and garage arrangements. Side loading garages may be more common in a large lot neighborhood than in small lot neighborhoods.



Current Zoning District



RSF-1: Residential Single Family – Large Lot District

Purpose

The purpose of the Residential Single-Family - Large Lot (RSF-1) District is to provide lands that accommodate primarily single-family detached dwellings at very low densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	15,000
Lot Width, min. (ft.)	90
Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	40
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	25
Side Yard Setback, min. (ft.)	8
Rear Yard Setback, min. (ft.)	15
Building Height, max. (ft.)	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED	Cemetery ²
Dwelling, single-family detached	Park or greenway ¹
Community recreation center	Utility facility, major ²
Cultural facility ²	Utility facility, minor
Day care facility ²	Community garden ¹
Library	Crop production and processing ²
Place of worship ²	
Public safety facility	
Elementary, middle, or high school ²	
Arboretum or botanical garden ²	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

Proposed Zoning District



O-I: Office and Institutional District

Purpose

The purpose of the Office and Institutional (O-I) District is to provide lands that accommodate a broad range of civic and commercial development, as well as limited residential, typically in locations where visibility and good access are important. Development is encouraged to be configured with multiple uses, shared parking, and coordinated signage and landscaping. Higher-density residential development is encouraged on the upper floors of nonresidential establishments.

Allowed uses include multi-family, mixed-use, hospitals, government offices, medical or dental offices, professional offices, and restaurants.

Intensity and Dimensional Standards

Standard	Multi-Family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)	7,500	5,000
Lot Width, min. (ft.)	75	50
Lot Coverage, max. (% of site area)	N/A	
Density, max. (du/acre)	16.4	
Front Yard Setback, min. (ft.)	10	
Side Yard Setback, min. (ft.)	N/A	
Rear Yard Setback, min. (ft.)	10	
Building Height, max. (ft.)	50	

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 ¹	Cultural facility	School, business or trade
Dwelling, mixed-use ²	Day care facility ¹	Hospital
Dwelling, multifamily ²	Government office	Laboratory, medical or dental
Dwelling, single-family detached	Library	Medical or dental clinic/office
Dwelling, townhouse ²	Membership organization facility	Nursing care facility
Dwelling, two-family	Place of worship ¹	Arboretum or botanical garden
Dormitory, public ²	Public safety facility	Cemetery
Residential care facility ²	Social services facility	Park or greenway ¹
Rooming house or boardinghouse ²	College or university	Park and ride

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

O-I: OFFICE AND INSTITUTIONAL

Parking lot¹

Parking structure²

Passenger terminal, surface
transportation²

Utility facility, major²

Utility facility, minor

Kennel¹

Veterinary hospital or clinic¹

Eating establishment only¹

Eating and drinking establishment,
Type 1¹

Eating and drinking establishment,
Type 2²

Funeral home or mortuary

Business/Professional office

Contractor's office

Bank, retail

Beauty salon or barbershop

Performing arts center²

Farmers' market

Bed and breakfast¹

Hotel or motel

Community garden²

Crop production and processing

Manufacturing, assembly, or
fabrication, light

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.



MEETING DATE: June 10, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE to Amend standards and definitions for Private Dormitories**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-039 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Article 4: Use Regulations Sec. 17-4.2 and Article 9: Definitions and Rules of Measurement Sec. 17-9.3

Proposal: Amend the Unified Development Ordinance, Chapter 17, Article 4: Use Regulations Sec. 17-4.2. Principal Uses (b) Principal Use Table and (c) Standards for Specific Principal Uses (1) Residential Uses (b) Group Living Uses, 2. Private Dormitory; Article 9: Definitions and Rules of Measurement Sec. 17-9.3. Use Classification and Interpretation (a) Principal Use Classification System to limit permitted bedrooms in dwelling or living units located in private dormitories to four and clarify related definitions.

Applicant: Columbia City Council

Staff Recommendation: Council Member Sponsored

PC Recommendation: 4/10/2025; Approval (6-0)

First reading approval was given on May 20, 2025.

ATTACHMENTS:

- **#a:** 2025-039 - Amending Chapter 17 Article 4 and 9 (PDF)
- **#b:** TA-2025-0005_PrivateDormitory4Beds_ZPH (PDF)

Action Item (ID # 10091)

Meeting of June 10, 2025

HISTORY:

05/20/25

Columbia City Council APPROVED ON FIRST READING.

ORDINANCE NO.: 2025-039

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Article 4: Use Regulations Sec. 17-4.2 and Article 9: Definitions and Rules of Measurement Sec. 17-9.3

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2025, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Article 4: Use Regulations, Sec. 17-4.2 and Article 9: Definitions and Rules of Measurement, Sec. 17-9.3 is amended to read as follows:

Sec. 17-4.2 Principal Uses (b) Principal Use Table and (c) Standards for Specific Principal Uses (1) Residential Uses (b) Group Living Uses

2. Private Dormitory

(i) Private dormitories shall comply with the following standards:

(a) Not be located within 600 feet of:

(a) A RSF-1, RSF-2, RSF-3, RD, RD-MV, MU-1, RM-2, or MU-2 district;
or

(b) A Planned Development district where the majority of the dwelling units are detached single- or two-family dwellings.

(b) Have a maximum density of 150 bedrooms per acre; however the Board of Zoning Appeals may grant a Special Exception Permit in accordance with Sec. 17-2.5(e), Special Exception Permit, to exceed this density. The Board of Zoning Appeals shall not grant such a Special Exception Permit if the application does not include an operation and management plan that describes, at a minimum, the following:

(a) Uses and activities that will occur in conjunction with the dormitory use;

(b) Hours and operation of non-residential services;

(c) Security plan including provisions for common and parking areas;

(d) Noise control;

(e) Provisions for transportation including location for loading/unloading of shuttles or buses, if applicable;

(f) Location of entrances and exits;

(g) Location and management of parking for residents and visitors;

(h) Location of amenities and their relationship and compatibility with adjacent uses.

(c) There shall not be more than four bedrooms per living or dwelling unit and there shall not be more than one person occupying a bedroom.

LEGAL DEPARTMENT DRAFT

- (d) A minimum of 75 percent of required bicycle parking in all districts shall be located in an enclosed and secured area.
 - (e) Sidewalks that are a minimum of five feet in width shall be provided along all streets;
 - (f) An on-site manager shall be on the premises 24 hours a day, seven days a week.
 - (g) Comply with any designated historic or design overlay district design guidelines.
 - (h) A private dormitory within the DAC or MC district shall not have more than 60 percent of the total number of dwelling units designed for occupancy by more than three unrelated adults.
- (ii) A variance from any of the provisions of this section is prohibited;
 - (iii) Private dormitories are not allowed within Planned Development (PD) districts, except for parcels located within the Bull Street Planned Unit Development, which are subject only to sections (i)(a)(a), (i)(c), and (i)(f) above.

Sec. 17-9.3 Use Classification and Interpretation

(a) Principal Use Classification System

a. Group Living Uses

The Group Living Uses category includes use types providing for the residential occupancy of a group of living units by persons who typically do not constitute a single family (but not always) and may receive some level of personal care. Individual living units often consist of a single room or group of rooms without cooking and eating facilities (even though some do have such facilities), but unlike a hotel or motel, are generally occupied on a monthly or longer basis. Use types include: continuing care retirement community, private dormitory, public dormitory, fraternity or sorority house, residential care facility, and rooming house or boardinghouse. Although continuing care retirement communities include household living uses (e.g., dwellings) and health care uses (e.g., nursing homes), they are categorized as a group living use because of their focus on the present or future provision of personal care to senior citizens and their integration of various uses as a single cohesive development. This use category does not include use types where persons generally occupy living units for periods of less than 30 days (e.g., hotel or motel), which are categorized in the Visitor Accommodations Uses category. It also does not include use types where residents or inpatients are routinely provided more than modest health care services (e.g., nursing care facility), which are categorized in the Health Care Uses category. Accessory uses common to group living uses include recreational facilities, administrative offices, and food preparation and dining facilities.

1. Continuing care retirement community (CCRC)

An age-restricted development that provides a continuum of accommodations and care, from independent living to convalescence care and long-term skilled nursing care, and enters into contracts to provide lifelong care. A CCRC typically includes a full range of living arrangements from independent living, congregate housing, residential care and skilled nursing and sometimes hospice care. CCRCs provide a range of ancillary facilities and services such as health care, meals with common dining facilities, physical therapy, education, recreation, and other social and cultural activities.

2. Dormitory, private

A building not owned or operated by a college or university with one or more dwelling or living units that contains bedrooms for students attending a college or university where the occupancy of each unit does not constitute a family. ~~Each bedroom shall have an individual private bathroom with a bath or shower.~~

Bedrooms may be arranged around a common area with a kitchen which is shared by students renting the bedrooms, or along a hall which provides access to a common kitchen space. Bedrooms ~~shall~~ may be rented to the student on an annual basis or for an academic semester or summer term. Accessory uses may include fitness facilities, pools, parking areas, and similar facilities.

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:



CITY COUNCIL

May 20, 2025 at 4:00 P.M.

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

AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE Amend standards and definitions for Private Dormitories

Proposal: Amend the Unified Development Ordinance, Chapter 17, Article 4: Use Regulations Sec. 17-4.2. Principal Uses (b) Principal Use Table and (c) Standards for Specific Principal Uses (1) Residential Uses (b) Group Living Uses, 2. Private Dormitory; Article 9: Definitions and Rules of Measurement Sec. 17-9.3. Use Classification and Interpretation (a) Principal Use Classification System to limit permitted bedrooms in dwelling or living units located in private dormitories to four and clarify related definitions.

Applicant: Columbia City Council

Staff Recommendation: Council Member Sponsored

PC Recommendation: 4/10/2025; Approval (6-0)

DETAILS

City of Columbia has prioritized the development of housing, to include private student housing, to stimulate economic growth and urban revitalization in the downtown area. This policy initiative successfully attracted various housing developments, including student housing, which has aligned with the City's objectives of supporting downtown vibrancy and development

There have been several private student housing developments constructed in the central business district recently. City Council wants to encourage a balanced mix of housing to support sustainable urban development, and meet the housing needs of all community members, including families, professionals, and long-term residents and ensure that investments made in student housing are sustainable for future conditions.

Limiting the number of bedrooms in private student dormitories to four will position these developments for a smoother transition to conventional or market housing should the demand for student housing shift in the future, which will better serve the long-term interests of the community.

Article 4: Use Regulations, Sec. 17-4.2. Principal Uses, (c) Standards for Specific Principal Uses
(1) Residential Uses (b) Group Living Uses

2. Private Dormitory

- (i) Private dormitories shall comply with the following standards:
 - (a) Not be located within 600 feet of:
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 - (b) A Planned Development district where the majority of the dwelling units are detached single- or two-family dwellings.
 - (b) Have a maximum density of 150 bedrooms per acre; however the Board of Zoning Appeals may grant a Special Exception Permit in accordance with Sec. 17-2.5(e), Special Exception Permit, to exceed this density. The Board of Zoning Appeals shall not grant such a Special Exception Permit if the application does not include an operation and management plan that describes, at a minimum, the following:
 - (a) Uses and activities that will occur in conjunction with the dormitory use;
 - (b) Hours and operation of non-residential services;
 - (c) Security plan including provisions for common and parking areas;
 - (d) Noise control;
 - (e) Provisions for transportation including location for loading/unloading of shuttles or buses, if applicable;
 - (f) Location of entrances and exits;
 - (g) Location and management of parking for residents and visitors;
 - (h) Location of amenities and their relationship and compatibility with adjacent uses.
 - (c) There shall not be more than four bedrooms per living or dwelling unit and there shall not be more than one person occupying a bedroom.
 - (d) A minimum of 75 percent of required bicycle parking in all districts shall be located in an enclosed and secured area.
 - (e) Sidewalks that are a minimum of five feet in width shall be provided along all streets;
 - (f) An on-site manager shall be on the premises 24 hours a day, seven days a week.

Article 4: Use Regulations, Sec. 17-4.2. Principal Uses, (c) Standards for Specific Principal Uses
(1) Residential Uses (b) Group Living Uses

- (g)** Comply with any designated historic or design overlay district design guidelines.
- (h)** A private dormitory within the DAC or MC district shall not have more than 60 percent of the total number of dwelling units designed for occupancy by more than three unrelated adults.
- (i)**
- (ii)** A variance from any of the provisions of this section is prohibited;
- (iii)** Private dormitories are not allowed within Planned Development (PD) districts, except for parcels located within the Bull Street Planned Unit Development, which are subject only to sections (i)(a)(a), (i)(c), and (i)(f) above.

Article 9: Definitions and Rules of Measurement Sec. 17-9.3. Use Classification and Interpretation
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MEETING DATE: June 10, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-041 - Approving certification of site under S.C. Code Ann. § 12-65-50 of the South Carolina Textiles Communities Revitalization Act for 602 Huger Street, Richland County TMS Nos. R08914-01-06; R08914-01-07; R08914-01-08; R08914-01-09; and R08914-01-10

REQUISITION NO.: 2025-041

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Endorsed by the Economic Development and Infrastructure Committee on April 29, 2025.

First reading approval was given on May 20, 2025.

ATTACHMENTS:

- **#a:** 2025-041 - Textile Mill Notice Ordinance - PMC - 602 Huger (PDF)

HISTORY:

05/20/25

Columbia City Council APPROVED ON FIRST READING.

ORDINANCE NO.: 2025-041

Approving certification of site under S.C. Code Ann. § 12-65-50 of the South Carolina Textiles Communities Revitalization Act for 602 Huger Street, Richland County TMS Nos. R08914-01-06; R08914-01-07; R08914-01-08; R08914-01-09; and R08914-01-10.

WHEREAS, pursuant to the authority of the South Carolina Textile Communities Revitalization Act, Title 12, Chapter 65 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), upon the satisfaction of certain statutory requirements set forth in the Act, a taxpayer is eligible for tax credits in connection with the rehabilitation of a textile mill site; and,

WHEREAS, the Act permits qualifying taxpayers to elect to receive the tax credits in the form of state income tax credits, or upon approval of the applicable county or municipality, local property tax credits; and,

WHEREAS, 604 Huger LLC (the "Company") has elected to receive income tax credits and intends to file with the South Carolina Department of Revenue a Notice of Intent to Rehabilitate as required by the Act; and,

WHEREAS, pursuant to Section 12-65-60 of the Act, the Company has requested that the City certify the eligibility of the textile mill site in connection with the Company's rehabilitation of the textile mill site at 602 Huger Street in the City (the "Project"); and,

WHEREAS, the Company has received certification that the Project site is located in a "distressed area" by the applicable council of government, as described in Section 12-65-20(4)(b); and,

WHEREAS, the Company has estimated total rehabilitation expenses of \$49,800,000; and,

WHEREAS, such expenses do not include any costs of acquiring the Project site, the costs of any personal property located at the site, or any other costs that are not eligible under Section 12-65-20 of the Act; and,

WHEREAS, pursuant to the Act, the certification by the City may be made by Ordinance or binding Resolution; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2025, as follows :

The City Council, based upon the information provided to it by the Company, hereby certifies pursuant to the Act that:

1. The Project site was part of the textile mill site and the textile mill site was a textile mill as defined in Section 12-65-20(3) of the Act.

2. The textile mill site has been abandoned as defined in Section 12-65-20(1).
3. The Project site satisfies the definition of "ancillary uses" as defined in Section 12-65-20(2) of the Act, therefore the geographic area of the textile mill site and thus the Project site is consistent with Section 12-65-20(4)(b) of the Act.
4. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.
5. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and this Ordinance shall take effect and in full force from and after its passage and approval.

This Ordinance is effective as of second reading.

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT



MEETING DATE: June 10, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Construction Contract for Project SS7463; Crane Creek 01 Basin Sanitary Sewer Evaluation Surveys (SSES) and Gravity Sewer, as requested by Columbia Water on October 9, 2024. Award to North American Pipeline Management, LLC, in an amount not to exceed \$19,666,678.90, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date three hundred ninety-five (395) days from commencement. This firm is located in Columbia, SC.

REQUISITION NO.: R231010

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - Crane Creek 01 SSES - Capital Project Costs (5529999-SS746301-658650). The original budget amount is \$19,666,678.90.

CLEAN WATER 2020?: No

PURPOSE:

North American Pipeline Management, LLC, is the prime contractor and will provide pipelining services at 85.04% (\$15,204,236.00) of the total contract amount.

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

Insituform Technologies, LLC, located in Indian Trail, NC, will provide cured-in-place pipe lining of sanitary sewer lines at 7.97% (\$1,424,707.00) of the total contract amount.

Culy Contracting, LLC, located in Winchester, IN, will provide lining of structures with Mainstay ML-72 at 1" thickness at 3.50% (\$624,882.00) of the total contract amount.

Pipe Pros, located in Fort Mill, SC, will provide pipe cleaning, closed circuit TV of piping, and smoke testing of 8" and 10" sanitary sewer at 0.71% (\$126,510.00) of the total contract amount.

Brad Pace Construction Asphalt Paving Company, located in Lyman, SC, will provide milling of existing asphalt and paving area at 1.5 inches thick at 2.56% (\$458,000.00) of the total contract amount.

R & G Construction, LLC, a Minority Business Enterprise, located in Columbia, SC, will provide concrete for driveways and sidewalks at 0.13% (\$23,814.00) of the total contract amount.

Bowman, located in Columbia, SC, will provide surveying at 0.09% (\$16,650.00) of the total contract amount.

There were three (3) responsive and responsible bids received for this project under BID023-24-25-LB.

Base Bid	\$17,878,799.00
Contingency	\$ 1,787,879.90
Total	\$19,666,678.90

ATTACHMENTS:

- **#a:** PM MT Memo SS7463 - Rev (PDF)
- **#b:** SS7463 Project Tear Sheet (003) (PDF)
- **#c:** MT Memo Item Crane Creek 01 Basin SSES Gravity Sewer (SS7463) (PDF)
- **#d:** Recommendation Memo (PDF)
- **#e:** Official Bid Tabulation (PDF)
- **#f:** Contract for Bid023-24-25-LB (PDF)
- **#g:** BIR Form (PDF)
- **#h:** Revised-Creek SS7463 Crane Creek 01 Basin Sewer Evaluation Survey and G... (PDF)



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

FROM: Mr. Clint Shealy, Assistant City Manager, Columbia Water
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: June 10, 2025

Subject: Recommendation for Approval
North American Pipeline Management, Inc.
SS7463 – Crane Creek 01 SSES

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the Construction Contract with North American Pipeline Management, Inc (NAPM). to provide funding for the Crane Creek 01 SSES (CDBE). The amount of this contract is \$19,666,678.90 (\$18,166,678.90 in CIP funds and \$1,500,000.00 in SCRIA funding). SCRIA funds are contingent on RIA's final review and approval.

This project includes a sanitary sewer evaluation study and design and bid documents for a gravity sewer rehabilitation in the Crane Creek 01 sewer sub basin. The aging sewer system, increased number of work orders, I&I, and SSOs have made this basin a priority for rehabilitation. This project provides the necessary sewer rehabilitation efforts to identify and correct the problems that may lead to SSOs through structural, operations and maintenance, and I&I related defects in the Crane Creek 01 sub basin.

This is an overall Citywide DBE project, with a 15% goal. This project however did not bid with a compliance program (MPP or CDBE due to state funding requirements). This contract has received OBO approval.

SS7463 – Crane Creek 01 SSES and Sewer Rehabilitation

Project Description:

Project SS7463, Crane Creek 01 SSES and Sewer Rehabilitation, includes a sanitary sewer evaluation study and design and bid documents for a gravity sewer rehabilitation in the Crane Creek 01 sewer subbasin. The aging sewer system, increased number of work orders, I&I, and SSOs have made this basin a priority for rehabilitation. The project will protect the environment and improve the quality of life for our community by reducing SSOs, increasing sewer line capacity, and rehabilitating aging gravity sewer lines. Crews and contractors are using several rehabilitation methods, including Cured-In-Place pipe lining, pipe bursting, point repairs, and manhole lining to rehabilitate defective sewer pipes and manholes. The project was competitively bid.

Objectives:

This project provides the necessary sewer rehabilitation efforts to identify and correct problems that may lead to SSOs through structural, operations and maintenance, and I&I related defects in the Crane Creek 01 subbasin.

Project Type:

Wastewater Gravity Sewer Rehabilitation

Council District:

District 1 and outside

Project Funding:

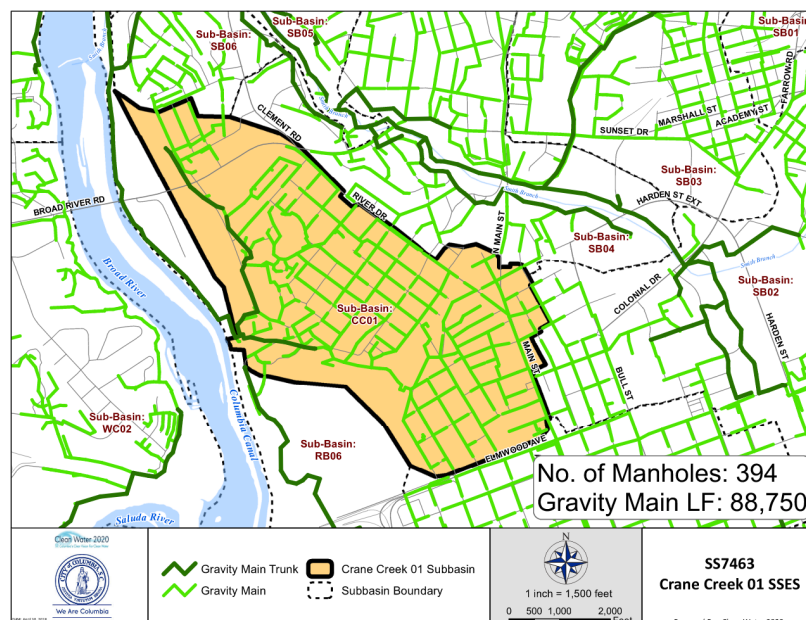
This project is being funded through the City's Wastewater CIP at a construction cost of \$18.2M, including project contingency and a 1.5M SCRIA Grant.

Current Project Status:

Project design was completed, and all necessary permits and easements were obtained, in September 2024. The Project was bid in March 2025 and should be awarded in July 2025. Construction should begin in Fall 2025 and be completed within 13 months.

Project Contact:

John Riggs, PE
Deputy Director of Major Capital Projects
803.528.4238 | john.riggs@columbiasc.gov





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: May 22, 2025

Subject: Crane Creek 01 Basin SSES & Gravity Sewer (SS7463)

There were no OBO Compliance programs assigned to this project due to the project funding associated with the RIA Grant #S-25-1390. Grant rules indicate there may be no geographical preference assigned to projects receiving federal funds. The 15% Disadvantaged Business Enterprise (DBE) citywide aspirational goal was included in the solicitation to encourage DBE participation on the project. The selected vendor has agreed to award 0.13% (\$23,814.00) to a DBE.

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



Utilities and Engineering
PO Box 147 | Columbia, SC 29217 | (803) 545-3300

Memorandum

To: LaTrelle Bowdry,
Procurement Specialist I

From: Dillon Hodge
Wastewater Project Manager

Date: May 14, 2025

Subject: SS7463 – Crane Creek 01 Basin SSES and Gravity Sewer Rehabilitation
Recommendation of Award

As you are aware, the City of Columbia received competitive bids for SS7463 – Crane Creek 01 Basin SSES and Gravity Sewer Rehabilitation Project on April 15, 2025. The previous award recommendation memo did not include mobilization in the base bid amount thus, the three updated received base bids are listed below:

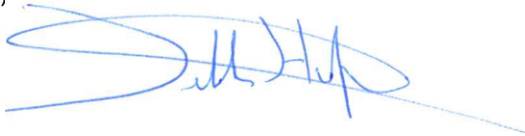
Responsive Bidders

Contractor	Base Bid	10% Contingency on Base Bid	Base Bid + 10% Contingency
North American Pipeline Management	\$17,878,799.00	\$1,787,879.90	\$19,666,678.90
McClam & Associates Inc	\$23,782,545.75	\$2,378,254.50	\$26,160,800.25
Williams Infrastructure	\$27,033,971.00	\$2,858,095.70	\$29,892,066.70

The responsive bid tabulations have been reviewed and we find no issues with the three responsive bids provided. The responsive low bidder is North American Pipeline Management (NAPM). We find all the prices fair and reasonable within their respective bid form. We recommend awarding this contract to NAPM for the total amount of the base bid. This contains a 10% owner's contingency allowance totaling \$19,666,678.90. The distributed funds can be seen above and noted herein:

NAPM had a bid of \$17,878,799.00 with an added 10% Client Controlled Contingency of \$1,787,879.90. The total contract value will be \$19,666,678.90. This recommendation is contingent on the approval from the SCRIA.

Sincerely,



Dillon Hodge,
Project Manager

Attachments:

- SS7565 – Engineer's Award Recommendation Letter (Stantec)

Event Number	Bid023-24-25-LB Addendum 1	Organization	City of Columbia, SC
Event Title	Crane Creek 01 Basin Sanitary Sewer Evaluation	Workgroup	Purchasing
Event Description	The Pre-Bid Meeting will be held on March 11, 2025 at 10:00 AM in the City of Columbia Conference Room.	Event Owner	LaTrelle Bowdry
Event Type	IFBs	Email	vasthi.bowdry@columbiasc.gov
Issue Date	3/4/2025 03:45:01 PM (ET)	Phone	
Close Date	4/15/2025 02:00:00 PM (ET)	Fax	OFFICIAL BID TABULATION

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
North American Pipeline Management	Marietta	GA	4/15/2025 12:11:58 PM (ET)	1	\$17,878,799.00
mcclam & associates inc	little mountain	SC	4/15/2025 01:36:50 PM (ET)	1	\$23,782,545.75
Williams Infrastructure, LLC	Columbia	SC	4/15/2025 01:30:26 PM (ET)	1	\$27,033,971.00

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

An error in bidders calculation. This amount reflects the correct number based on the bidders unit price.

Contract

City of Columbia, South Carolina

Crane Creek 01 Basin SSES & Gravity Sewer (SS7463)

BID023-24-25-LB

This Contract is made by and between the City of Columbia, South Carolina, hereinafter called Owner, and **North American Pipeline Management, LLC** with legal address and principal place of business at **90 Louis Lynn Court Columbia, SC 29203**, 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 **Stantec Consulting Services**.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **three hundred sixty-five (365)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional **thirty (30)** consecutive calendar days to final completion for a total construction time of **three hundred ninety five (395)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP). There will be additional **one hundred eighty (180)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Seventeen Million Eight Hundred Seventy Eight Thousand Seven Hundred Ninety Nine Dollars and Zero Cents (17,878,799.00)**. This Contract also provides for an additional contingency in the amount of **One Million Seven Hundred Eighty-Seven Thousand Eight Hundred Seventy-Nine Dollars and Ninety Cents (\$1,787,879.90)**, to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT.

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

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

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

ARTICLE 7. LIQUIDATED DAMAGES.

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Five Hundred Dollars and Zero Cents (\$500.00)** per day for each calendar day of delay beyond the date set for substantial completion and **Five Hundred Dollars and Zero Cents (\$500.00)** per day for each calendar day of delay beyond the date set for final completion until the Work is complete.

7.2 Liquidated damages will be assessed for the above listed amounts for each and every day the Work remains incomplete beyond the date of Substantial Completion and the date of Final Completion, either date being independent of the other.

7.3 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 Part 15 "General Specifications", Part 17 "Specifications for Sanitary Sewer" and Part 20 "Specifications for Sodding, Fertilizing and Seeding" all of the City of Columbia's Engineering Regulations.

9.2.7 Special Provisions.

9.2.8 Specifications.

9.2.9 Drawings dated 9/18/24.

9.2.10 Addenda numbers 1 to 1, inclusive.

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

ARTICLE 10. TERMINATION.

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

ARTICLE 11. MISCELLANEOUS.

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

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

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

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

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

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

APPROVED AS TO FORM

 Legal Department City of Columbia, SC

5/19/2025

Attest

Address for giving notices:

Department of Procurement and Contracts1800 Main Street, 2nd FloorColumbia, SC 29201

Date: _____

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

APPENDIX - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/SUBCONTRACTORS

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

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

Business Name (as shown on W9 or SAM.gov) / SAM.gov Unique Entity ID & CAGE # (Required)	City of Columbia Vendor number (Required)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code - See Key Below)
Insituform Technologies, LLC. 039406616TIN9	V018044	CIPP lining of sanitary sewer lines.	\$1,424,707	7.97 %		
Culy Contracting LLC. GDDEMPRLMYL1	V017961	Line structures with Mainstay ML-72 at 1" thickness.	\$624,882	3.50 %		
Pipe Pros X4QUBCZ9LG53	V018074	Clean, CCTV, Smoke Test 8" & 10" Sanitary Sewer	\$126,510	0.71 %		
Brad Pace Construction Asphalt Paving Company	V018665	Milling existing asphalt Paving area at 1-1/2 inches thick	\$458,000	2.56 %		
R&G Construction	V01880	Driveway Sidewalk Concrete	\$23,814	0.13 %	CDBE	HM
Bowman P98HKXYNA6M9	V018253	Survey	\$16,650	0.09 %		

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)

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female

BM – African American Male

HM – Hispanic American Male

AM – Asian American Male

FB – Non-Minority Female Owned

NF – Native American Female

BF – African American Female

HF – Hispanic American Female

NM – Native American Male

COMBINED TOTAL SUB AMOUNT \$ \$2,674,563.00

TOTAL CONTRACT AMOUNT: \$ \$17,878,799.00

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

Business Name: North American Pipeline Management, LLC

Representative Name/Title: Brandon J Leipprandt/Operations Manager

Date: April 8, 2024



City of Columbia
Inter-Office Memorandum

To: Procurement

Date: February 19, 2025

From: Office of Business Opportunities - Compliance Office

Project #: SS7463 Crane Creek 01 Basin Sanitary Sewer Evaluation Survey (SSES) and Gravity Sewer Rehabilitation

Project Type: Construction Total Project Estimate Per Project Manager \$16,609,066.95

Project Description (Per Project Manager): Correct structural and maintenance related defects and correct sources of I/I to address high priority problems that may lead to SSOs.

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

Goals for Program(s) that are Associated with this Project: City Wide 15% and RIA MBE Requirement due to the grant funding.

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 OBO programs assigned to this project due to the project funding associated with the RIA Grant #S-25-1390.

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Businesses 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.

Offerors are expected to take steps to ensure all willing and available businesses, including Business Enterprises (DBEs) and other certified socially and economically disadvantaged minority business enterprises, have an equal opportunity to compete for and participate in all City of Columbia contracts.

Reviewed & Approved by: *LaTonya B Germany* Date: 02/19/2025
(OBO – Compliance Department)



MEETING DATE: June 10, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-044 - Authorizing the Conveyance of 0.24 Acre (10,475.22 SF) being a portion of the 2400 Block of Gordon Street f/k/a Stroyer Road Located Between Barhamville Road and Waverly Street; Richland County TMS#11506-04 & TMS#11510-01; CF#250-653 to the Progressive Church of Our Lord Jesus Christ, Inc.

REQUISITION NO.: 2025-044

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** Memo Conveyance of Gordon St (PDF)
- **#b:** 2025-044 - Conveyance of 2400 Blk Gordon Street (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 – Ordinance No. 2025-044**
Authorizing Conveyance of a Portion of Gordon Street;
Richland County TMS#11506-04 & TMS#11510-01; CF#250-653

DATE: May 14, 2025 INITIALS: *gn*

A request was received for closing and conveying the portion of Gordon Street from Barhamville Road to Waverly Street, which dissects property owned by the Progressive Church of our Lord and Savior Jesus Christ, Inc.. The Church plans to make additional improvements to their property and close the road to through traffic.

Thank you for your assistance with this matter.

GN

cc: Ms. Dana Thye, Deputy City Attorney
cc: Ms. Elizabeth Williams, Office Manager, City Attorney's Office

ORDINANCE NO.: 2025-044

Authorizing the Conveyance of 0.24 Acre (10,475.22 SF) being a portion of the 2400 Block of Gordon Street f/k/a Stroyer Road Located Between Barhamville Road and Waverly Street; Richland County TMS#11506-04 & TMS#11510-01; CF#250-653

WHEREAS, the 2400 block of Gordon Street has been requested to be closed and conveyed to the Progressive Church of Our Lord Jesus Christ, Inc. to assemble properties owned by the church and close it to through traffic; and

WHEREAS, the conveyance of the 2400 block of Gordon Street upon approval will be made subject to reservation of an easement over all existing utilities; and

WHEREAS, a public hearing granting approval of the road closing was held on March 19, 2024 under Resolution R-2024-018; 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 Five and No/100s (\$5.00) Dollars to be paid to the City of Columbia by PROGRESSIVE CHURCH OF OUR LORD JESUS CHRIST, INC. The City Manager is hereby authorized to execute all closing documents necessary for the conveyance of 0.24 acres (10,475.22 SF), more or less, being a portion of the 2400 Block of Gordon Street right-of-way located on the southeastern side of Barhamville Road.

The referenced property is shown on a plat prepared for the City of Columbia, prepared by the Department of Engineering, City of Columbia, David S. Sharpe, S.C. P.L.S. No. 10509, dated March 12, 2025 and is incorporated herein and made a part hereof as Exhibit "A". Said survey also being on file in the office of the Department of Engineering under City File #250-653.

Requested by:

Dana Thye
City Attorney's Office

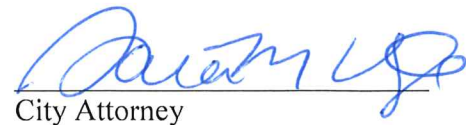
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

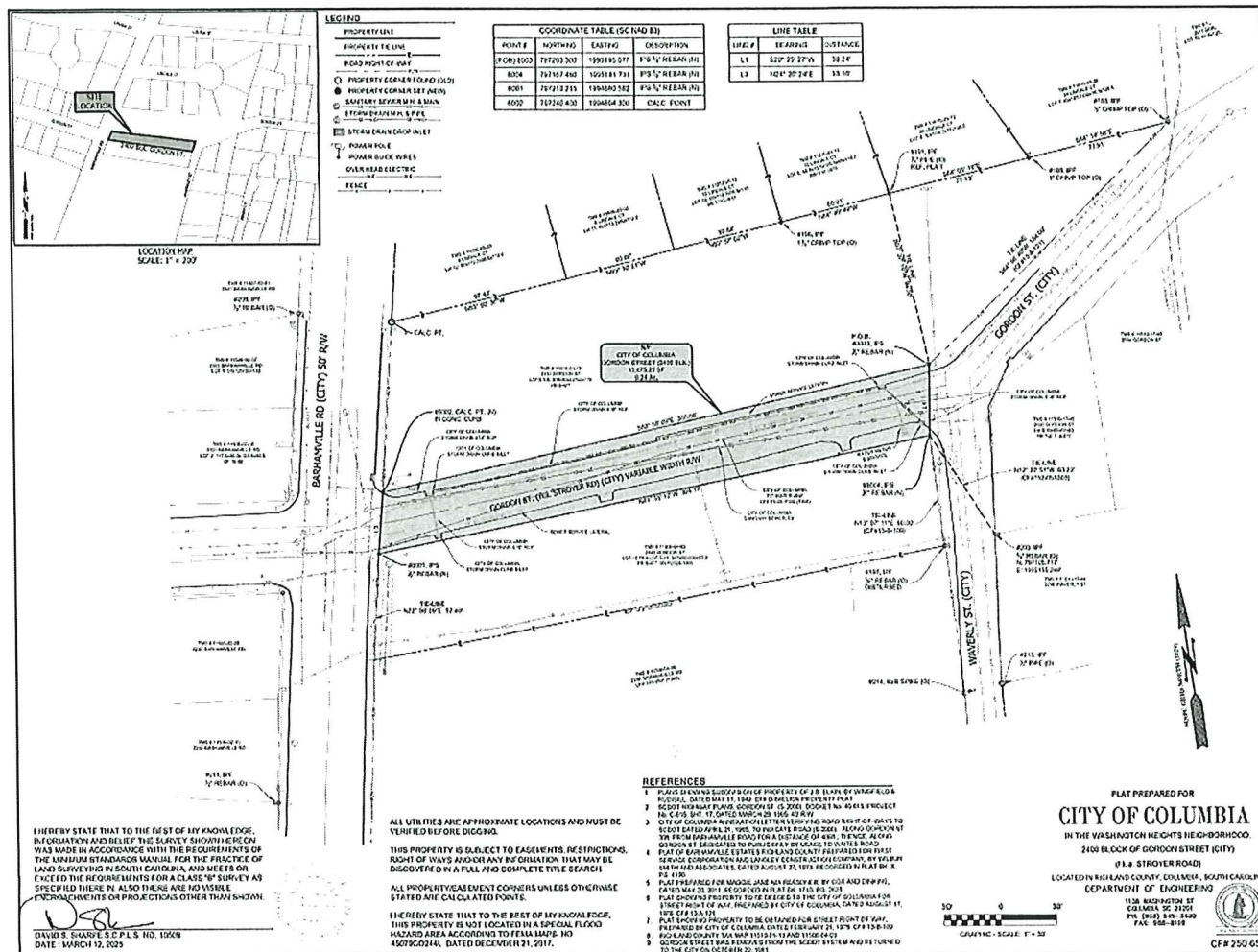

City Attorney

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

EXHIBIT "A"



LEGAL DEPARTMENT DRAFT



MEETING DATE: June 10, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-046 - Authorizing Conveyance of Tract 45 (portion of Parkridge Drive at Harbison Boulevard), Tract 50 (portion of Woodcross Drive at Harbison Boulevard), Tract 63 (portion of Fernandina Court at Fernandina Road), Tract 69 (portion of Harbison Way) and Tract 105 (portion of City property identified as Lexington County TMS#002898-04-006, St. Andrews Water Tank Site to relocate a portion of Steward Road) to the SC Department of Transportation for Road Improvements related to the Carolina Crossroads Project for Interstate 26 Widening; CF#250-631

REQUISITION NO.: 2025-046

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** 2025-046 - SCDOT__ Tr 45, 50, 63, 69, 105 Carolina Crossroads Project (PDF)

ORDINANCE NO.: 2025-046

Approval for Conveyance of Tract 45 (Portion of Parkridge Dr at Harbison Boulevard), Tract 50 (Portion of Woodcross Dr at Harbison Boulevard), Tract 63 (Portion of Fernandina Ct at Fernandina Rd), Tract 69 (Portion of Harbison Way) and Tract 105 (Portion of City Property Identified as Lexington County TMS#002898-04-006, St. Andrews Water Tank Site to relocate a portion of Steward Road) to the SC Department of Transportation for Road Improvements Related to the Carolina Crossroads Project for Interstate 26 Widening; CF#250-631

WHEREAS, the South Carolina Department of Transportation has made a request for acquisition of portions City-owned streets and a portion of City-owned property for road intersection improvements related to the Carolina Crossroads Project for Interstate 26 widening; and

WHEREAS, the plans for the proposed road intersection improvements have been reviewed by staff in the Public Works Department, Utilities Department, and Engineering Department, who have determined that the proposed intersection improvements will not negatively impact the City's maintenance of these roadways and there are no conflicts with existing or planned City utilities and; 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/100s (\$1.00) Dollar, the City Manager is hereby authorized to sign all documents necessary and execute the deeds on behalf of the City of Columbia to the South Carolina Department of Transportation for the conveyance of Tract 45 (Portion of Parkridge Dr at Harbison Boulevard), Tract 50 (Portion of Woodcross Dr at Harbison Boulevard), Tract 63 (Portion of Fernandina Ct at Fernandina Rd), Tract 69 (Portion of Harbison Way) and Tract 105 (Portion of City Property Identified as Lexington County TMS#002898-04-006, St. Andrews Water Tank Site to relocate a portion of Steward Road) for Road Improvements Related to the Carolina Crossroads Project for Interstate 26 Widening.

The referenced sites are identified as Tracts 45, 50, 63, 69 and 105 as shown on drawings prepared for the South Carolina Department of Transportation for Project ID P027662 for the Carolina Crossroads Project, and being on file in the office of the Department of Engineering under file reference #250-631. Copies of said drawings 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

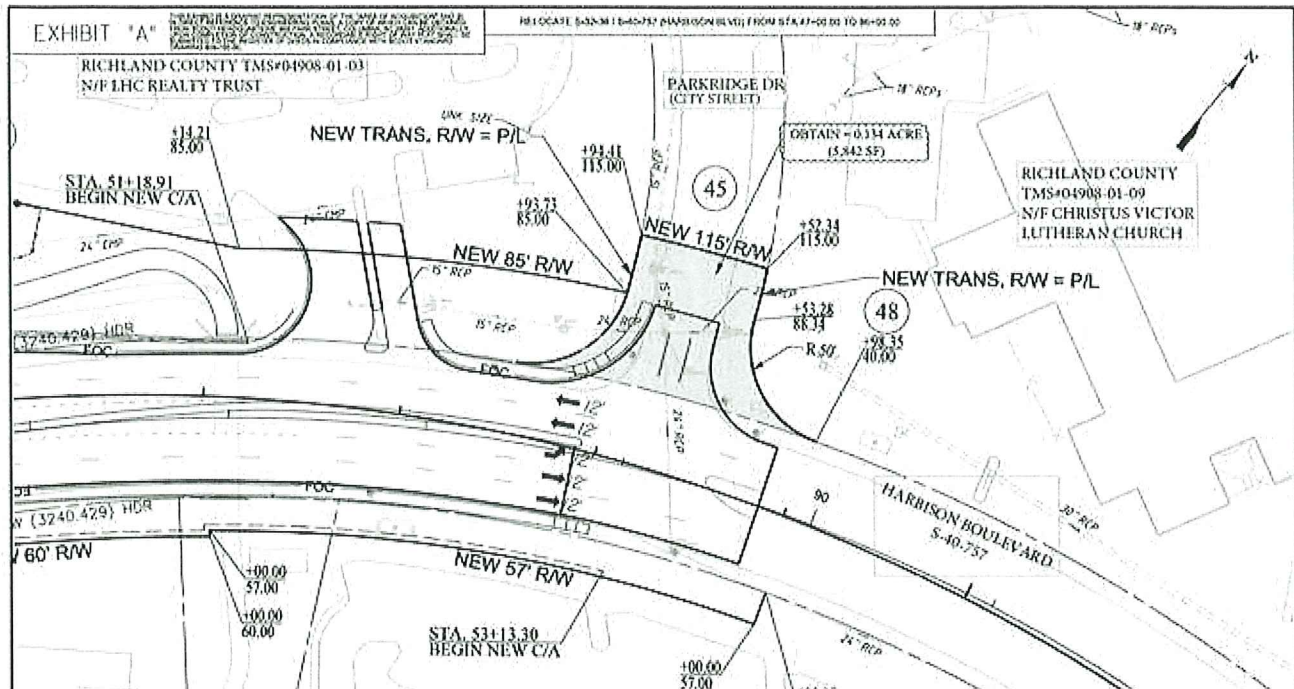
City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

1) Tract 45 Parkridge Drive at Harbison Boulevard; 0.134 Acre; 5,842 SF



2) Tract 50 Woodcross Drive at Harbison Blvd; 0.772 Acre; 33,612 SF

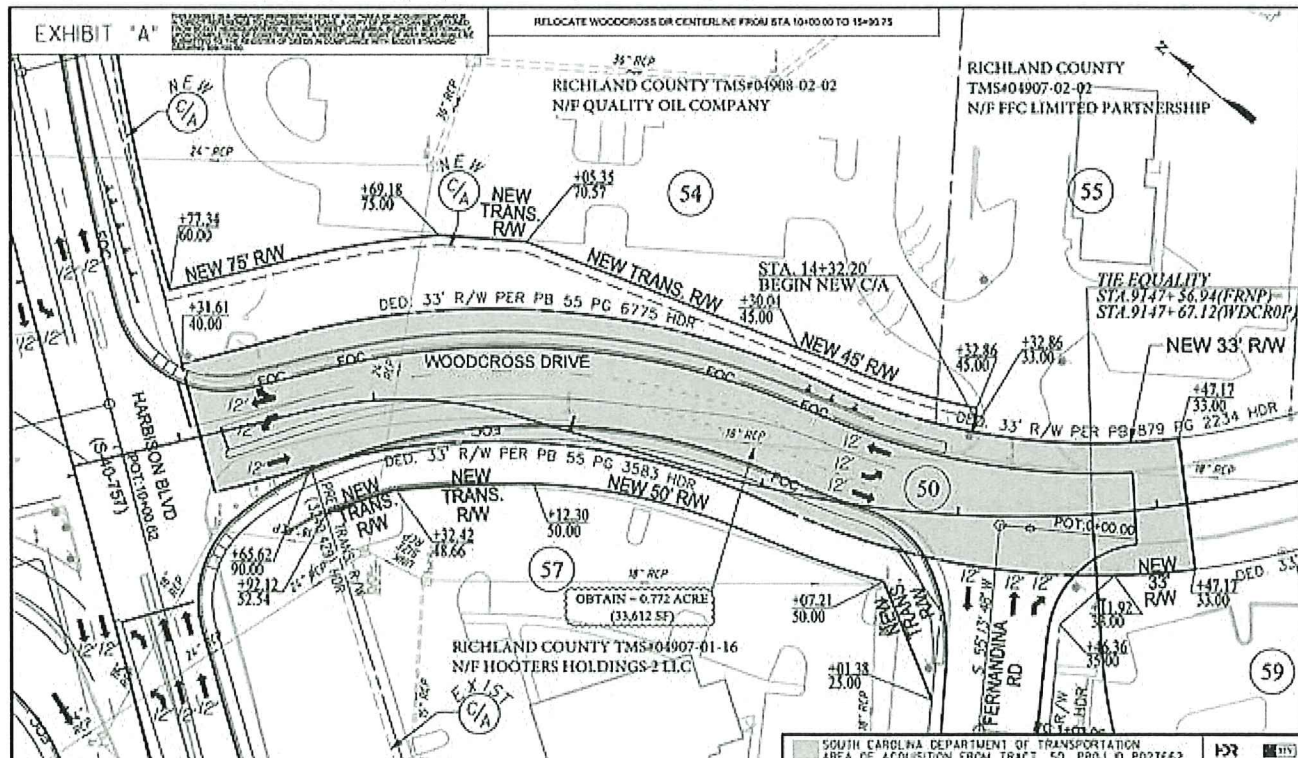
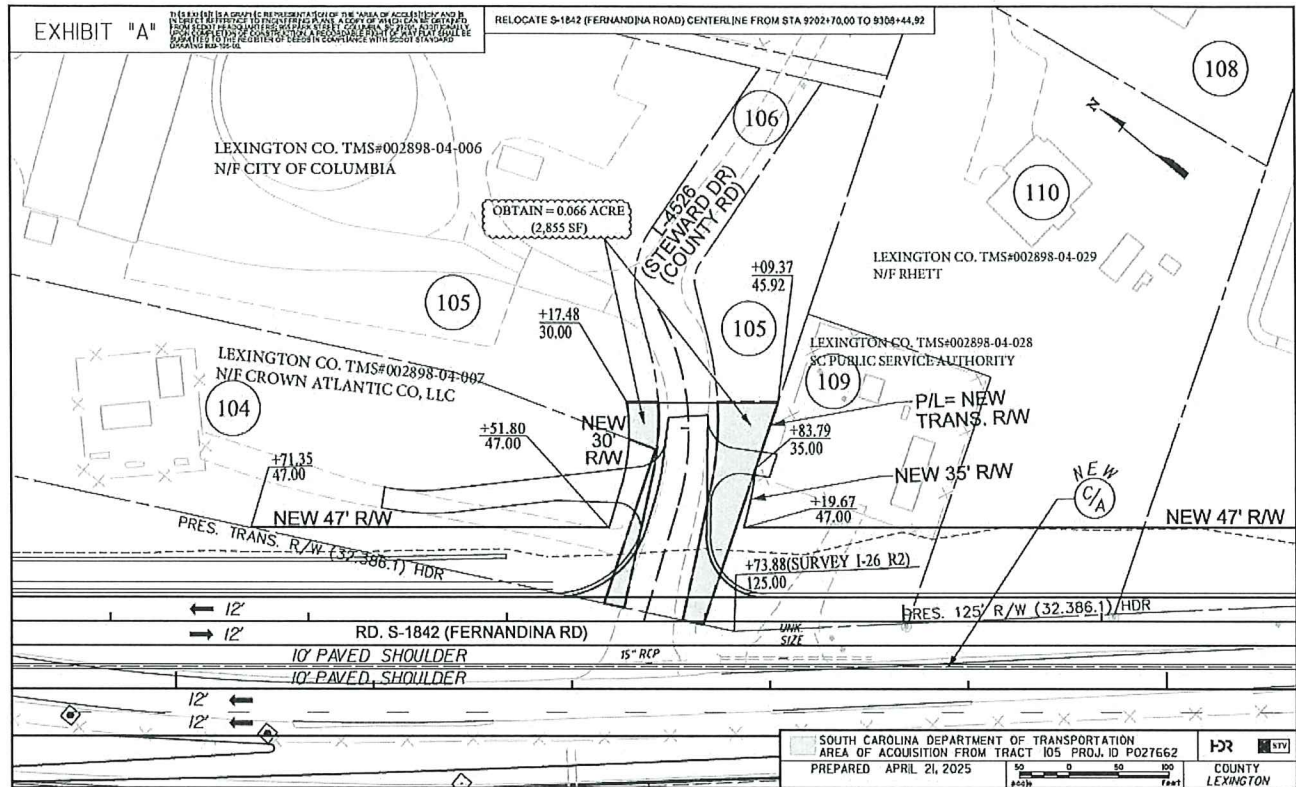


EXHIBIT "A"

5) Portion of City-owned property identified as Lexington County TMS#002898-04-006 for realignment of Steward Road; 0.066 Acre; 2,855 SF



LEGAL DEPARTMENT DRAFT



MEETING DATE: June 10, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-052 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Project Catalyst, Richland County TMS# R09013-04-04, R09013-04-05, R09013-04-10, R09013-04-19, R09013-04-21)

REQUISITION NO.: 2025-052

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:
Endorsed by the Economic Development & Infrastructure Committee on April 29, 2025.

ATTACHMENTS:

- **#a:** 2025-052 - Consent to Infrastructure Credit Ordinance - City of Columbia (Project Catalyst)(202214101.3) (PDF)

ORDINANCE NO.: 2025-052

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(Project Catalyst, Richland County TMS #s R09013-04-04, R09013-04-05, R09013-04-10,
R09013-04-19, R09013-04-21)*

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, a company identified for the time being as Project Catalyst (the "Developer"), has invested in, or proposes to invest in, or cause others to invest in, and develop a mixed-use commercial development project, including retail, market rate housing, and student housing components, as well as supportive structured parking improvements (collectively, the "Project"), to be located on and, in part, comprised of, parcels located in the City, as more particularly described on Exhibit A attached hereto (the "Project Site"), and should the Developer's plans proceed as presently contemplated, total taxable investments by, or at the direction of, the Developer in real and personal property in the Project are anticipated to be not less than \$225,000,000; and,

WHEREAS, the County has agreed to offer an 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 infrastructure credit agreement between the County and the Developer with respect to the Project ("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 infrastructure and for improved and unimproved real estate and personal property, including, but not limited to, machinery and equipment, used in the operation of the Project (collectively, "Infrastructure"); and,

WHEREAS, to grant the Developer the full value of the Credit with respect to the Project, the County now desires to also locate the Project Site 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 the Project is located within the City's geographical borders, the City must consent to the inclusion of the Project Site within the boundaries of the Park; and,

WHEREAS, based upon the foregoing, the City now desires to consent to the inclusion of the Project Site 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 the Project Site in the Park, which consent is conditioned upon the following:

1. The County's adoption, by resolution or ordinance, authorizing the inclusion of the Project Site in the Park and delivery of written notice to Fairfield County, pursuant to Section 1.02 of the Park Agreement; provided, the Project 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 Credit Agreement related to the Project.
3. The Credit Agreement will provide that (a) the Developer will make payments in lieu of taxes related to the Project ("PILOT") during the term of the Credit Agreement, which PILOT shall be in the total amount equivalent to the *ad valorem* taxes or other fee in lieu of tax payments that would have been due and payable with respect to the Project but for the location of the Project in the Park; (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 Infrastructure costs; (c) the term of the Credit shall not exceed thirty years (unless consented to in writing by the City), as shall be set forth in the 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 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:

LEGAL DEPARTMENT DRAFT

EXHIBIT A PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land containing 109,404 square feet (2.512 acres) situated in the City of Columbia, County of Richland, South Carolina as shown on a plat prepared for Columbia Center, L.P. by B. P. Barber & Associates, Inc., dated November 14, 1990, and recorded in Plat Book 53, at page 2997, and being more particularly shown on said plat as having the following metes and bounds: Beginning at the point of intersection of the northwestern right-of-way line of Washington Street with the northeastern right-of-way line of Assembly Street, thence along the northeast right-of-way line of Assembly Street the following courses and distances: N19°51'03"W for a distance of 274.12 feet to a point; and N19°54'31"W for a distance of 144.96 feet to the point of intersection of said right-of-way line of Assembly Street with the southeastern right-of-way line of Hampton Street; thence cornering and running along said right-of-way line of Hampton Street N70°06'32"E for a distance of 214.31 feet to a point; thence turning and running along property of NYL-1444 Main Joint Venture S19°41'00"E for a distance of 178.90 feet to a point; thence cornering and continuing along property of NYL-1444 Main Joint Venture N69°39'19"E for a distance of 204.71 feet to a point located on the southwestern right-of-way line of Main Street the following courses and distances S19°41'00"E for a distance of 9.35 feet to a point and S19°58'40"E for a distance of 126.71 feet to a point; thence turning and running along a twelve story office building owned by MS Joint Venture S70°08'34"W for a distance of 156.85 feet to a point; thence continuing S70°08'34"W for a distance of 10 feet along property owned by The Most Worshipful Prince Hall Grand Lodge of Free and Accepted Masons; thence turning and running N19°38'57"W for a distance of 4.40 feet to a point; thence turning and running S69°18'34"W for a distance of 41.55 feet to a point; thence turning and running S19°38'57"E for a distance of 4.40 feet to a point; thence turning and running S68°46'44"W for a distance of 70.44 feet to a point located at the northwesternmost corner of property now of Elizabeth A. Fuller; thence turning and running S19°53'19"E for a distance of 103.77 feet to a point located on the northwestern right-of-way line of Washington Street; thence turning and running along said right-of-way line S70°09'55"W for a distance of 139.86 feet to the point of beginning. TOGETHER WITH all of Seller's right, title, and interest, if any, in and to any adjoining strips, gores, rights-of-way, streets, alleys or ways, as well as Seller's rights and interests established by that certain Agreement recorded in the Office of the Register of Deeds for Richland County in Book 322 at Page 30. TMS Numbers: 09013-04-04, 09013-04-05, 09013-04-10, 09013-04-19 and 09013-04-21.

TMS #s: R09013-04-04, R09013-04-05, R09013-04-10, R09013-04-19, R09013-04-21

LEGAL DEPARTMENT DRAFT



MEETING DATE: June 10, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-054 - Establishing a Moratorium on the Issuance of New Permits Pursuant to Columbia's Short-Term Rental Ordinance at Columbia Code Section 5-400 et seq., as amended

REQUISITION NO.: 2025-054

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** 2025-054 - Ordinance Moratorium on Short-term rentals (PDF)

ORDINANCE NO.: 2025-054

*Establishing a Moratorium on the Issuance of New Permits
Pursuant to Columbia's Short-Term Rental Ordinance at
Columbia Code Section 5-400 et seq., as amended*

WHEREAS, the City of Columbia enacted Ordinance Nos. 2023-037 and 2023-111, which provided a process by which short-term accommodations in traditional neighborhood settings were permitted if potential negative impacts were managed; and,

WHEREAS, while the City of Columbia recognizes that the use of residential property through a short-term rental permitting process can create more opportunities for owners and to bolster tourism, such use may also pose significant public safety challenges in the surrounding neighborhood, along with additional considerations of managing the secondary effects of increased traffic, crime, and adapting regulations to evolving business models; and,

WHEREAS, the oversaturation of short-term rental properties has created hazardous and potentially dangerous conflicts within residential neighborhoods which has resulted in the need to consider greater density regulations as well as other public-safety related regulations; and,

WHEREAS, the City of Columbia seeks to create a balance between the benefits of short-term rental opportunities and the inherent risks of additional permittees without further planning; and,

WHEREAS, in order to continue to support existing permittees and the neighborhoods in which they are located, the City of Columbia proposes a three hundred and sixty-five (365) day moratorium on the issuance of new permits, excluding renewals, for the benefit of the public's safety, which will allow the City to explore greater density restrictions, and other public-safety related regulations as well as offer opportunities for effective and meaningful collaboration with neighborhoods and permittees; and,

WHEREAS, an emergency exists in that it is necessary for the immediate preservation of the public peace, property, health, and safety that this ordinance take effect immediately upon its passage; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ____ day of _____, 2025 as follows:

Section 1. There is hereby enacted a three hundred and sixty-five (365) day moratorium upon the issuance of any new permits under Columbia's Short-Term Rental Ordinance Section 5-400 et seq., as amended, not to include renewals of already permitted rentals, for the purpose of allowing the City to explore additional restrictions related to density and public-safety.

Section 2. An emergency is declared to exist in that it is necessary for immediate preservation of the public peace, property, health, and safety that this ordinance take effect immediately upon its passage.

Section 3. In the event that any portion of this ordinance shall be declared by any competent court to be invalid for any reason, such decision shall not be deemed to affect the validity of any other portion of this ordinance.

This ordinance is effective upon final reading.

Requested by:

Mayor and City Council _____

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk



MEETING DATE: June 10, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-028 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Palmetto Citizens Federal Credit Union, Richland County TMS # R11402-16-01, R11401-01-14, R11401-01-08, R11401-01-09, R11401-01-10)

REQUISITION NO.: 2025-028

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Endorsed by the Economic Development and Infrastructure Committee on April 29, 2025.

First reading approval was given on May 20, 2025.

ATTACHMENTS:

- **#a:** 2025-028 - Ordinance Consenting to MCP Inclusion (PROJECT SPARROW) 11072880.1 (PDF)

HISTORY:

05/20/25 Columbia City Council APPROVED ON FIRST READING.

ORDINANCE NO.: 2025-028

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(Palmetto Citizens Federal Credit Union, Richland County TMS # R11402-16-01, R11401-01-14,
R11401-01-08, R11401-01-09, R11401-01-10)*

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, Project Sparrow (the "Developer") has committed to establish a corporate headquarters facility, to be located on parcels located in the City, as more particularly described on Exhibit A (the "Property," together with the development, "Project"), consisting of total taxable investments by the Developer in real and personal property of not less than \$65,181,452, and the creation of approximately 138 new, full-time jobs; and,

WHEREAS, the County has agreed to offer infrastructure credits to reduce the property taxes due on the Project (as more particularly defined herein, "Credit") pursuant to the terms of Section 41-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act"), and an infrastructure credit agreement between the County and the Developer for the Property ("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 certain infrastructure costs as defined in Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (collectively, "Infrastructure"); and,

WHEREAS, to grant the Developer the full value of the Credit, the County desires to locate the Project 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 the Project is located within the City's geographical borders, the City must consent to the inclusion of the Project within the boundaries of the Park; and,

WHEREAS, the Project is anticipated to meet the criteria set forth in Resolution No.: R-2019-059 and any amendments thereto, and it is appropriate to consent to including the Project 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 the Property in the Park, which consent is conditioned upon the following:

1. The County's adoption, by resolution or ordinance, authorizing the inclusion of the Property in the Park and delivery of written notice to Fairfield County, pursuant to Section 1.02 of the Park Agreement; provided, the Property 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 Credit Agreement related to the Property.

3. The 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 Credit Agreement as a result of the inclusion of the Property in the Park; (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"); (c) the term of the Credit shall be ten (10) years; (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 Credit Agreement.

4. Notwithstanding the foregoing, if the Project proceeds in a phased approach, (a) the first phase must meet the criteria established in Resolution No.: R-2019-059 to be eligible for the Credit, (b) 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.

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

Approved by:

City Manager

Approved as to form:



Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

**EXHIBIT A
PROPERTY DESCRIPTION**

Richland County Tax Map Numbers and Legal Descriptions:

Parcel 1: R11402-16-01

All that certain piece, parcel or lot of land with improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, at the southwestern corner of the intersection of Washington and Marion Streets, as shown on a plat prepared for First Carolina Savings and Loan Association by William Wingfield, Registered Surveyor, dated November 30, 1977, and recorded in Plat Book Y, page 485 in the office of the Register of Deeds for Richland County being more recently shown and described on that certain Nat prepared for Palmetto Citizens Federal Credit Union by Cox and Dinkins, Inc., dated March 6, 2002, revised April 23, 2002, recorded in Book 662, page 1268, in the office of the Register of Deeds for Richland County, having the following metes and bounds, to wit:

Beginning at a 1" Pinch Top (o) at the intersection of the southern right-of-way of Washington Street and the western right-of-way of Marion Street, said point being the POINT OF BEGINNING (POB); thence turning and running along the western right-of-way of Marion Street S19°55'07"E, a distance of 209.11 feet to a 1" Pinch Top (o); thence turning and running along property now or formerly CBP, LLC S69°59'55"W, a distance of 209.95 feet to a 3/4" Pinch Top (o); thence turning and running along property now or formerly Jessamine Properties, Inc. S69°57'08"W, a distance of 208.80 feet to a 5/8" Rod (o); thence turning and running along the eastern right-of-way of Sumter Street N20°02'52"W, a distance of 52.60 feet to a R/R Spike (n); thence turning and running along property now or formerly PPC, Inc. N69°53'118"E, a distance of 168.80 feet to a 3/4" Pipe (o); thence turning and running along property now or formerly PPC, Inc. N19°55'12"W, a distance of 156.36 feet to a 1" Pinch Top (o); thence turning and running along the southern right-of-way of Washington Street N70°00'00"E, a distance of 250.06 feet to a 1" Pinch Top (o); the POINT OF BEGINNING. (POB) Containing 61,185 square feet or 1.40 acres, more or less.

This being the same property conveyed to Palmetto Citizens Federal Credit Union by deed of Finger Lake Properties, Inc., dated May 22, 2002 and recorded on May 23, 2002, in the Office of the Register of Deeds for Richland County Book R0665, Page 1164, and in Book R0665, Page 1168.

Parcel 2: R11401-01-14

All that certain piece, parcel or lot of land, together with all improvements thereon, situate, lying and being on the northwest side of Sumter Street, in the City of Columbia, in the County of Richland, State of South Carolina, containing 0.28 acre, all as more particularly shown and designated on that certain Plat prepared by Cox and Dinkins, Inc., for Palmetto Citizens Federal Credit Union, dated October 4, 2023, and recorded November 15, 2023, in Book 2819, page 2935 in the ROD Office for Richland County.

LEGAL DEPARTMENT DRAFT

This being the same property conveyed to Palmetto Citizens Federal Credit Union by deed of Nicholas J. Pournaras and Kalliope K. Pournaras dated November 16, 2023, recorded on November 20, 2023, in the Office of the Register of Deeds in Book 2880 at Page 2452, and in Book 2880, Page 2458.

Parcel 3: R11401-01-08

ALL THAT CERTAIN PIECE, PARCEL OR LOT of land, together with improvements thereon, if any, situate, lying and being located in the City of Columbia, County of Richland, State of South Carolina, consisting of approximately 24,733 Sq. Ft., and designated as Parcel "C" as shown on that ALTA/ACSM Land Title Survey prepared for Palmetto Citizens Federal Credit Union, by Chao & Associates, Inc., dated August 30, 2016, and recorded in the office of the Richland County ROD in Book 2153, page 3851 (the "Survey"), reference being craved thereto for a complete description of the metes, bounds, courses, and distances of said parcel; be all measurements a little more or less. The above-referenced Survey is hereby incorporated herein by reference.

Parcel 4: R11401-01-09

ALL THAT CERTAIN PIECE, PARCEL OR LOT of land, together with improvements thereon, if any, situate, lying and being located in the City of Columbia, County of Richland, State of South Carolina, consisting of approximately 11,195 Sq. ft., and designated as Parcel "B" as shown on that ALTA/ACSM Land Title Survey prepared for Palmetto Citizens Federal Credit Union, by Chao & Associates, Inc., dated August 30, 2016, and recorded in the office of the Richland County ROD in Book 2153, page 3851 (the "Survey"), reference being craved thereto for a complete description of the metes, bounds, courses, and distances of said parcel; be all measurements a little more or less. The above-referenced Survey is hereby incorporated herein by reference.

Parcel 5: R11401-01-10

ALL THAT CERTAIN PIECE, PARCEL OR LOT of land, together with improvements thereon, if any, situate, lying and being located in the City of Columbia, County of Richland, State of South Carolina, consisting of approximately 8,165 Sq. ft., and designated as Parcel "A" as shown on that ALTA/ACSM Land Title Survey prepared for Palmetto Citizens Federal Credit Union, by Chao & Associates, Inc., dated August 30, 2016, and recorded in the office of the Richland County ROD in Book 2153, page 3851 (the "Survey"), reference being craved thereto for a complete description of the metes, bounds, courses, and distances of said parcel; be all measurements a little more or less. The above-referenced Survey is hereby incorporated herein by reference.

(Parcels 3, 4, 5) These being the same properties conveyed to Palmetto Citizens Federal Credit Union by Jessamine Properties, Inc., dated October 11, 2016, recorded October 16, 2016 in the Office of the Register of Deeds for Richland County in Book 2154, Page 3566, and in Book 2154, Page 3572.



MEETING DATE: June 10, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Resolution No.: R-2025-020 - Annexing 0.05 acre
E/S Bluff Road, Richland County TMS# 13605-01-03

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** City Council Memo - Bluff Annex Resolution (PDF)
- **#b:** R-2025-020 - Annex 0.05 acre ES Bluff Road (PDF)



TO: Members of Columbia City Council
FROM: Krista Hampton, Director of Planning and Development Services
CC: Teresa Wilson, City Manager
Jeff Palen, ACM - Financial Services, Planning, Community & Economic Development/CFO
DATE: June 3, 2025
RE: Resolution R-2025-020 - Annexing 0.05 acre E/S Bluff Road, Richland County TMS# 13605-01-03

For your consideration is resolution consenting to the annexation of 0.05 acre on Bluff Road. This item is related to the actual annexation petition on this agenda. It is a small, City-owned parcel that houses a minor Columbia Water facility. It provides contiguity to a 2.16-acre portion of a parcel a private developer wishes to annex into the City limits at 2010 Bluff Road. This is near S Beltline Boulevard, across the street from the Love's Truck Stop and the City of Cayce. State law requires that annexation of City-owned property include an adoption of a resolution in addition to the petition.

RESOLUTION NO.: R-2025-020*Annexing 0.05 acre E/S Bluff Road, Richland County TMS # 13605-01-03*

WHEREAS, the City of Columbia is the owner in fee simple of a parcel of land known as 0.05 acre E/S Bluff Road, Richland County TMS # 13605-01-03; and,

WHEREAS, the best interests of the City of Columbia would be served by the annexation of the said 0.05 acre E/S Bluff Road, Richland County TMS # 13605-01-03; NOW, THEREFORE,

BE IT RESOLVED this _____ day of _____, 2025, by the Mayor and City Council of the City of Columbia that 0.05 acre E/S Bluff Road, Richland County TMS # 13605-01-03, be annexed into and made a part of the City of Columbia by ordinance as provided by S.C. Code Ann. §5-3-100, 1976, as amended.

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:



MEETING DATE: June 10, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: 2025-034 - Providing funds to CEZ, Inc. for support of The Station at Congaree Pointe

REQUISITION NO.: R-2025-034

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** R-2025-034 - The Station at Congaree Pointe v4 (PDF)

RESOLUTION NO.: R-2025-034*Providing funds to CEZ, Inc. for support of The Station at
Congaree Pointe*

WHEREAS, the State of South Carolina allocated Four Million Four Hundred Thousand Eight Hundred Ninety and 00/100 (\$4,400,890) Dollars, and may allocate future funds, to the City of Columbia to improve Bluff Rd/Atlas Rd area, and;

WHEREAS, the funds are to be used to help develop a Quality of Life and Quality of Place Project that provides access to fresh food, healthcare, entrepreneurship development, socialization, public safety, and;

WHEREAS, the CEZ, Inc. was established in 2008 and has assisted in the removal of blight, development of programs and projects in workforce development, small business development, business retention and expansion and affordable housing in all areas of Columbia, and;

WHEREAS, CEZ, Inc. supports the City's Compass Plan that envisions "basic commercial amenities that promote community livability and target areas lacking these amenities with City programs," and;

WHEREAS, the City of Columbia and Columbia Empowerment Zone, Inc. (CEZ, Inc.) recognize that "gateway and corridor improvement projects present an opportunity to provide amenities that support multimodal transportation and livability, thereby having a tremendous impact on the economic viability of the corridors and surrounding neighborhoods", and;

WHEREAS, CEZ, Inc. has identified a 23-acre parcel of land located along the Bluff Road Corridor and CEZ, Inc. has determined the property is suitable for The Station at Congaree Pointe, and;

WHEREAS, the City supports CEZ, Inc. in proceeding to develop The Station at Congaree Pointe wherein the City will allocate any future funds received from the State of South Carolina for The Station at Congaree Pointe to CEZ, Inc. for development and construction activities funded via the State allocation, NOW THEREFORE;

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, this ____ day of _____, 2025 that the City Manager is hereby authorized on a form approved by the City Attorney between the City and CEZ, Inc., to commit the City to provide CEZ, Inc. the funds allocated by the State of South Carolina for The Station at Congaree Pointe which shall be used for project development activities.

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:



MEETING DATE: June 10, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2025-014 - Authorizing consumption of beer and wine only at SC Juneteenth Freedom Fest on Sumter Street between Gervais Street and Pendleton Street on Saturday, June 21, 2025

REQUISITION NO.: R-2025-014

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** R-2025-014 - SC Juneteenth Freedom Fest (PDF)

RESOLUTION NO.: R-2025-014

Authorizing consumption of beer and wine only at SC Juneteenth Freedom Fest on Sumter Street between Gervais Street and Pendleton Street on Saturday, June 21, 2025

WHEREAS, Jamal Bradley (hereinafter “Sponsor” or “Organizer”) is hosting SC Juneteenth Freedom Fest on Sumter Street between Gervais Street and Pendleton Street on Saturday, June 21, 2025; and,

WHEREAS, the Sponsor has requested permission for the temporary closing of Sumter Street between Gervais Street and Pendleton Street from 8:00 a.m. until 10:00 p.m. for preparation and staging of the area and for crowd control and overflow at the outdoor event to be held on Saturday, June 21, 2025, between 3:00 p.m. and 9:00 p.m.; and for patrons to consume beer and wine only at the event during the hours of 4:00 p.m. and 8:00 p.m; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited on the perimeter around Sumter Street between Gervais Street and Pendleton Street, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Saturday, June 21, 2025 from 3:00 p.m.-9:00 p.m. *See* Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at Sumter Street between Gervais Street and Pendleton Street; and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating “NO CONCEALABLE WEAPONS ALLOWED” that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: “NO CONCEALABLE WEAPONS ALLOWED” to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to applicable COVID-19 health and safety guidelines, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as such guidelines are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).

9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.

10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 8:00 a.m. on June 21, 2025 until 10:00 p.m. on June 21, 2025.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2025, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 4:00 p.m. and 8:00 p.m. on Saturday, June 21, 2025; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to

the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time from 3:00 p.m. until 9:00 p.m. on Saturday, June 21, 2025, Sumter Street between Gervais Street and Pendleton Street serves as the designated event area, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of Sumter Street between Gervais Street and Pendleton Street with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply to the possession or consumption of beer or wine within the designated event area. Possession and consumption of beer and wine beverages shall be permitted only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer and wine may only be in plastic containers or cans.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that the hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT



MEETING DATE: June 10, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2025-017 - Authorizing consumption of beer, wine, and liquor at the South Carolina Pride: OUTfest at the 1100 block of Park Street between Gervais Street and Senate Street on Saturday, June 14, 2025

REQUISITION NO.: R-2025-017

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** R-2025-017 - OUTfest (PDF)

RESOLUTION NO.: R-2025-017

Authorizing consumption of beer, wine, and liquor at the South Carolina Pride: OUTfest at the 1100 block of Park Street between Gervais Street and Senate Street on Saturday, June 14, 2025

WHEREAS, South Carolina Pride Movement ("Sponsor") is hosting the South Carolina Pride: OUTfest on Saturday, June 14, 2025 at the 1100 block of Park Street between Gervais Street and Senate Street; and,

WHEREAS, the Sponsor has requested permission for the temporary closing and use of the 1100 block of Park Street between Gervais Street and Senate Street, from 7:00 a.m. until 11:59 p.m. for preparation and staging of the area for an outdoor event to be held between 12:00 p.m. until 10:00 p.m., and for patrons to consume liquor, beer, and wine beverages at the event during the hours of 12:00 p.m. until 9:00 p.m.; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited at the 1100 block of Park Street between Gervais Street and Senate Street regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Saturday, June 14, 2025, from 12:00 p.m. until 10:00 p.m. *See* Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at the 1100 block of Park Street between Gervais Street and Senate Street, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all COVID-19 safety protocols in effect at the time of the event, to include, but not be limited to, wearing of face masks, social distancing, and frequent washing of hands.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).

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9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.

10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, liquor, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 7:00 a.m. until 11:59 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2025, that the sale of liquor, beer, and wine beverages in plastic containers or cans only is authorized between the hours of 12:00 p.m. and 9:00 p.m. on Saturday, June 14, 2025; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Guild shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of liquor, beer, and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including

snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the 1100 block of Park Street between Gervais Street and Senate Street will serve as the designated event area, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of the 1100 block of Park Street between Gervais Street and Senate Street with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which liquor, beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply to the possession or consumption of liquor, beer or wine within the designated event area. Possession and consumption of liquor, beer, and wine shall be permitted only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of liquor, beer, and wine may only be in plastic containers or cans.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:



MEETING DATE: June 10, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2025-023 - Authorizing consumption of beer, wine, and liquor within Boyd Plaza adjacent to the Columbia Museum of Art for Arts and Draughts on Friday, June 20, 2025

REQUISITION NO.: R-2025-023

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** R-2025-023 - Arts and Draughts (June 20) (PDF)

RESOLUTION NO.: R-2025-023

Authorizing consumption of beer, wine, and liquor within Boyd Plaza adjacent to the Columbia Museum of Art for Arts and Draughts on Friday, June 20, 2025

WHEREAS, the Columbia Museum of Art ("CMA") is hosting Arts and Draughts on Friday, June 20, 2025 from 6:00 p.m. until 10:00 p.m.; and,

WHEREAS, the CMA has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum for Arts and Draughts from 6:00 p.m. until 11:00 p.m. for preparation and staging of the area for an outdoor event to be held between 6:00 p.m. until 10:00 p.m., and for patrons to consume beer, wine, and liquor beverages on Friday, June 20, 2025 from 6:00 p.m. until 9:30 p.m.; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the Museum for Arts and Draughts, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Friday, June 20, 2025, 6:00 p.m. until 10:00 p.m. *See* Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at the courtyard/plaza area adjacent to the Museum and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require its agents, employees, vendors, contractors, and event attendees to adhere to all COVID-19 safety protocols in effect at the time of the event, to include, but not be limited to, wearing of face coverings, social distancing, and frequent washing of hands.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing

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requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).

9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.

10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, liquor, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours 6:00 p.m. until 10:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2025, that the sale of beer, wine, and liquor beverages in plastic containers or cans only is authorized on Friday, June 20, 2025, from 6:00 p.m. until 9:30 p.m.

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than liquor, beer and/or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that Organizer is responsible or shall make arrangements for the clean-up of all trash and debris within the event area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be

determined by Organizer and the City's Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Organizer shall return the roll carts and bagged trash and debris to the collection point designated by the City in a timely manner. If the Organizer has not opted to use City services to clean up the event area, any costs incurred by the City in removing loose trash and debris within the event area, which the Organizer has failed to clean up, shall be billed to and paid by the Organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer, wine, and liquor beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the event area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, golf carts (except police golf carts or ATVs), and horse-drawn carriages, is prohibited. All pets, including cats, dogs (except police K-9s), horses, birds, lizards, and snakes, are prohibited. Coolers, glass bottles, breakable drinking glasses and/or cups, large bags, and backpacks shall be prohibited inside the event area; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of courtyard/plaza area adjacent to the Museum for Arts and Draughts that serves as the designated event area, with the exception of any parking area and/or any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of courtyard/plaza area adjacent to the Museum for Arts and Draughts, with the exception of any parking area and/or any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer, wine, and liquor beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply to the possession or consumption of beer, wine, or liquor within the designated event area. Possession and consumption of beer, wine, and liquor beverages shall be permitted only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer, wine, and liquor may only be in plastic containers or cans.

PROVIDED, FURTHER, that the Organizer shall provide the names and cell phone numbers of a least two contact persons who can receive and address complaints during the event, including any set up and breakdown times. The cell phones shall remain on, with ringers and alerts functioning, at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event Organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in the immediate cancellation of the event and/or a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32 of the Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the Organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event or inclement weather date, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



MEETING DATE: June 10, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2025-029 - Authorizing consumption of beer and wine only within the 1100 block of Lincoln Street at the 9/11 Remembrance Foundation of SC 5K Run/Walk on Friday, September 12, 2025

REQUISITION NO.: R-2025-029

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** R-2025-029 -Resolution 5K Run and Walk 9.11 Remembrance Foundation of SC (PDF)

RESOLUTION NO.: R-2025-029

Authorizing consumption of beer and wine only within the 1100 block of Lincoln Street at the 5K Run/Walk 9/11 Remembrance Foundation of SC on Friday, September 12, 2025

WHEREAS, 9/11 Remembrance Foundation of South Carolina ("Sponsor") is hosting the 5K Run/Walk 9/11 Remembrance Foundation of SC in the 1100 block of Lincoln Street between Senate Street and Pendleton Street, from 6:00 p.m. until 10:00 p.m. on Friday, September 12, 2025; and,

WHEREAS, the Sponsor has requested permission for the temporary closing and use of the 1100 block of Lincoln Street between Senate Street and Pendleton Street from 5:00 p.m. on September 12, 2025 until 10:00 p.m. on September 12, 2025 for preparation and staging of the area for an outdoor event to be held between 6:00 p.m. and 10:00 p.m. on September 12, 2025 and for patrons to consume beer and wine beverages only on Friday, September 12, 2025 from 6:00 until 9:30 p.m.; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited at the 1100 block of Lincoln Street between Senate Street and Pendleton Street, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Friday, September 12, 2025 from 6:00 p.m. to 10:00 p.m. *See* Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at the 1100 block of Lincoln Street between Senate Street and Pendleton Street, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to applicable COVID-19 health and safety guidelines, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as such guidelines are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing

requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).

9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.

10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 5:00 p.m. until 10:00 p.m. on September 12, 2025.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2025, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 6:00 p.m. and 9:30 p.m. on Friday, September 12, 2025; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed

and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 1100 block of Lincoln Street between Senate Street and Pendleton Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the 1100 block of Lincoln Street between Senate Street and Pendleton Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages only shall be permitted only in containers provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:



Deputy City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



MEETING DATE: June 10, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2025-031 - Ratifying and Authorizing the consumption of beer and wine only at Desert Dreams: Runway & Summer Party at Coble Plaza at Riverfront Park on Saturday, May 24, 2025

REQUISITION NO.: R-2025-031

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** R-2025-031 - Ratify Desert Dreams Runway & Summer Party (May 24) v2 (PDF)

RESOLUTION NO.: R-2025-031

Ratifying and Authorizing the consumption of beer and wine only at Desert Dreams: Runway & Summer Party at Coble Plaza at Riverfront Park on Saturday, May 24, 2025

BE IT RESOLVED by the Mayor and City Council this _____ day of _____, 2025, that the adoption of Resolution No.: R-2025-031 is authorized, ratified; and,

BE IT FURTHER RESOLVED that the City Manager is authorized to execute any other documents necessary, as approved by the City Attorney, and that City Council does hereby ratify any such documents executed, in order to authorize the consumption of beer and wine only at the Desert Dreams: Runway & Summer Party at Coble Plaza at Riverfront Park on Saturday, May 24, 2025

Requested by:

Teresa Wilson, City Manager

Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



MEETING DATE: June 10, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to refer consideration of establishing a moratorium by ordinance on short-term rentals in residential areas to the Community Development Committee, as requested by The Honorable Tyler D. Bailey.

FUNDING SOURCE & ORIGINAL BUDGET:



MEETING DATE: June 10, 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:

Emma Elizabeth Muller, Individually and as Personal Representative of the Estate of James Michael Muller vs. City of Columbia and Richland County



MEETING DATE: June 10, 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