



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, AUGUST 19, 2025

The Columbia City Council will conduct a Regular Meeting on Tuesday, August 19, 2025 at 3:30 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

EXECUTIVE SESSION AT 3:30 P.M.

1. Receipt of legal advice relating to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)
 - *Short-term Rentals*
 - *Sec. 17-3.2. Residential Base Zoning Districts*

INVOCATION AT 4:00 P.M.

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA

PUBLIC INPUT

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

APPROVAL OF MINUTES

2. Approval of August 5, 2025 City Council Work Session and Regular Meeting Minutes



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PRESENTATIONS

3. Black Breastfeeding Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor
4. Key to the City Honoring Mr. Joshua Shumak - The Honorable Daniel J. Rickenmann, Mayor
5. Proclamation and Key to the City Honoring Mr. Arthur Faust - The Honorable Daniel J. Rickenmann, Mayor

CONSENT AGENDA ITEMS 6 THROUGH 13

6. Council is asked to approve the renewal of Con-Smartnet Software Services, as requested by the Information Technology Department on August 1, 2025. Award to Presidio Networked Solutions using the South Carolina State Contract in the amount of \$62,870.17. This vendor is located in Raleigh, NC.

Funding Source: Information Technology - Maintenance and Service Contract (1011120-638200). The original budget amount is \$62,870.17.

7. Council is asked to approve a Grant Agreement for Strategic Planning, Capacity Building, Market Expansion, and Workforce Development, as requested by the Office of Business Opportunities on August 6, 2025. Award to DESA, Inc., in an amount not to exceed \$250,000. The initial term of the agreement will take effect upon signed execution of agreement with an end date twelve (12) months from commencement and the option to renew for one (1) additional one-year period. The firm is located in Columbia, SC.

Funding Source: Admin Assistant City Manager - Professional Services (5511109-636600)

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 South Carolina State and North Carolina Sheriffs' Association Contracts in the total amount of \$433,144.56.



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Item	Vendor	Vehicle/Heavy Equipment	Procurement Method	Amount
a.	Versalift North Carolina, LLC Burlington, NC	One (1) 2025 International MV607 Versalift Truck for the Fleet Services Division, as requested on July 25, 2025.	NC Sheriffs' Contract #26-10-0422	\$181,546.00
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$181,546.00.</i>				
b.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	Two (2) 2025 Chevy 1500 Silverado Trucks for the Columbia Canal Water Treatment Plant, as requested on July 24, 2025.	SC State Contract #4400035155	\$91,271.20
<i>Funding Source: Utilities Columbia Canal Water Treatment Plant - Auto, Trucks, Heavy Equipment - Capital (5516206-658500). The original budget amount is \$91,271.20.</i>				
c.	Parks Chevrolet SPG, LLC Spartanburg, SC	Two (2) 2024 Chevrolet 5500 Trucks for the Wastewater Maintenance Division, as requested on July 21, 2025.	SC State Contract #4400035156	\$160,327.36
<i>Funding Source: Utilities Wastewater Maintenance - Auto, Trucks, Heavy Equipment-Capital (5516205-658500). The original budget amount is \$160,327.56.</i>				
Total				\$433,144.56

9. Council is asked to approve a new Professional Services Contract for Columbia Canal Embankment Field Observation and Evaluation Services, as requested by Columbia Water on July 31, 2025. Award to Chao and Associates, Inc., in an amount not to exceed \$135,000.00. The initial term of the contract will take effect upon issuance of a 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 Columbia, SC.

Funding Source: Hydro Electric Plant Operation - Special Contracts Water/Sewer, Stormwater (5556101-638305). The original budget amount is \$135,000.00.

10. Council is asked to approve a Memorandum of Agreement to provide funding for water, sewer and stormwater infrastructure improvements along the Bluff Road Corridor for the Station at Congaree Pointe, as requested by Columbia Water on August 5, 2025. Award to the Columbia Empowerment Zone, Inc. in the amount of \$1,650,000.00.

Funding Source: Capital Improvement Program Project Funding Water/Sewer/Storm (5529999-WM4868-658650, 5529999-SS7661-658650, and 5549999-SD8545-658650). The original budget amount is \$1,650,000.00.



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11. Council is asked to approve a new Construction Contract for Project SD8494/SS7659; Louisa Street Stormwater Pond Retrofit and Sewer Replacement, as requested by Columbia Water on April 24, 2025. Award to Williams Infrastructure, LLC, in an amount not to exceed \$3,163,329.15, 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 sixty-five (365) days from commencement. This firm is located in Columbia, SC.

Funding Source: Stormwater Improvement Capital Project Control - Louisa Street Wetland/Walkway - Capital Project Costs (5549999-SD849801-658650). The original budget amount is \$3,163,329.15.

This is a Mentor Protégé Program Project. Williams Infrastructure, LLC is the mentor and will provide scheduling, supply material review, and construction management services at 24.00% (\$660,173.04) of the total contract amount.

J.A. Mabus Construction, LLC, located in Leesville, SC, is the protégé and will provide sewer line installation and bypass services at 20.00% (\$550,144.20) of the total contract amount.

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

Hammerhead Utilities, located in Chapin, SC, will provide grading and storm drain installation services at 56.00% (\$1,540,403.76) of the total contract amount.

12. Ordinance No.: 2025-061 - Granting an encroachment to WTC of Garners Ferry, LLC for the use of the right of way area of the 7600 block of Garners Ferry Road for the installation and maintenance of sidewalks adjacent to 7620 Garners Ferry Road, Richland County TMS# 16315-02-02

First reading approval was give on August 5, 2025.

13. Ordinance No.: 2025-069 - Granting encroachment to Benedict College for use of the right of way area of the 1600 block of Oak Street that runs through its campus, adjacent to Richland County TMS # R11407-06-01, for installation and maintenance of brick columns, wrought iron fencing, asphalt pavement, concrete curb, guttering, walkway, brick wall, bollards, parking spaces, bike lane, wheel stops, handicap ramp, landscaping, and irrigation system

First reading approval was given on August 5, 2025.



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CONSIDERATION OF BIDS, CONTRACTS AND CHANGE ORDERS

14. Council is asked to approve funding for the contract renewal of Project SS6966; Sanitary Sewer Pipe Rehabilitation, as requested by Columbia Water on August 1, 2025. Award to McClam and Associates, Inc., in an amount not to exceed \$8,499,783.00 for year two (2) of three (3) one-year options to renew. The current term ends on June 30, 2026. This firm is located in Little Mountain, SC.

Funding Source: Water and Sewer Capital Projects - Annual Rehab on Lines less than 15" - Capital Project Costs (5529999-SS696620-658650). The original budget amount is \$8,499,783.00.

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 15% CDBE goal. The CDBE goal for this contract renewal was exceeded at 15.47%. McClam and Associates, Inc. is the prime contractor and will provide sanitary sewer construction services at 42.97% (\$3,652,832.90) of the renewal amount.

The following subcontractors will provide additional services:

Pipe Pros, LLC, located in Fort Mill, SC, will provide closed circuit television (CCTV) services, sewer cleaning, geographic information system (GIS) services and smoke testing services at 8.02% (\$681,397.50) of the renewal amount.

L.A. Barrier & Son, Inc., a Minority Business Enterprise (W) and CDBE located in Lexington, SC, will provide hauling services at 1.62% (\$137,358.90) of the renewal amount.

Smoak Construction Co., LLC, a Minority Business Enterprise (W) and CDBE located in Little Mountain, SC, will provide point repairs, restoration and access services at 13.85% (\$1,177,968.70) of the renewal amount.

BLD Services, LLC, located in Kenner, LA, will provide lateral cured-in-place pipe (CIPP) services at 14.52% (\$1,233,750.00) of the renewal amount.

TriState Utilities, located in Chesapeake, VA, will provide cured-in-place pipe (CIPP) services at 19.02% (\$1,616,475.00) of the renewal amount.



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PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

15. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 302 Turnwall Lane, TMS# 28911-03-02

Ordinance No.: 2025-67 - Annexing 302 Turnwall Lane, Richland County TMS # 28911-03-02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Proposal: Request to annex the property, assign the land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Planned Development District (PD) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Planned Development (PD) by Richland County.

Council District: 4

Applicant: Florence D. Davidson

Staff Recommendation: Approval

PC Recommendation: 07/10/2025; Approval (6-0)

16. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 229 Charles Towne Court, TMS# 19206-09-20

Ordinance No.: 2025-068 - Annexing 229 Charles Towne Court, Richland County TMS # 19206-09-20 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 Residential Large Lot (UER-2) and assign zoning of Residential Single Family – Medium Lot District (RSF-2) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Residential 2 (R2) by Richland County.

Council District: 4

Applicant: Simon Holliday, Jr.

Staff Recommendation: Approval

PC Recommendation: 07/10/2025; Approval (6-0)



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17. ZONING MAP AMENDMENT for 1001, 1005, 1007, 1009, 1011, and 1103 Wildwood Avenue, TMS# 09215-18-11, 09215-18-10, 09215-18-09, and 09215-17-01

Ordinance No.: 2025-066 - Amending the Official Zoning Map to modify the zoning for 1001, 1005, 1007, 1009, 1011, and 1103 Wildwood Avenue, Richland County TMS # 09215-18-11, 09215-18-10, 09215-18-09, and 09215-17-01

Proposal: Request to rezone the property from Planned Development District (PD) in a Historic Preservation Overlay District (OV-HP) to Residential Single Family – Small Lot District (RSF-3) in a Historic Preservation Overlay District (OV-HP).

Council District: 1

Applicant: Jeremy Shreve, Lenoir Rhyne University

Staff Recommendation: Approval

PC Recommendation: 07/10/2025; Approval (6-0)

18. ZONING MAP AMENDMENT for 1013 Duke Avenue, TMS# 09214-01-04

Ordinance No.: 2025-065 - Amending the Official Zoning Map to modify the zoning for 1013 Duke Avenue, Richland County TMS # 09214-01-04

Proposal: Request to rezone the property from Planned Development District (PD) in a Historic Preservation Overlay District (OV-HP) to Residential Mixed District (RM-1) in a Historic Preservation Overlay District (OV-HP).

Council District: 1

Applicant: Jeremy Shreve, Lenoir Rhyne University

Staff Recommendation: Approval

PC Recommendation: 07/10/2025; Approval (6-0)



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19. AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE to amend standards for duplexes and setbacks in RD-MV District

Ordinance No.: 2025-038 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 3: Zoning Districts Sec. 17-3.2. Residential Base Zoning Districts, (i) RD-MV: Residential Two-Family Mill Village District

Proposal: Amend the Unified Development Ordinance, Chapter 17, Article 3: Zoning Districts Sec. 17-3.2. Residential Base Zoning Districts (i) RD-MV: Residential Two-Family Mill Village District to permit two-family dwellings on lots of record meeting specified criteria and amend setback requirements.

Applicant: Andrew Livengood, Zoning Administrator

Staff Recommendation: Approval

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

SIDEWALK VENDING PUBLIC HEARING & ORDINANCE FIRST READING

20. Ordinance No.: 2025-062 - Granting a Franchise to Michael J. Coombes, Jr. d/b/a Lissa's Dawgs for operation of a stationary sidewalk vending cart at 1333 Main Street

ORDINANCES - FIRST READING

21. Ordinance No.: 2025-070 - Granting an encroachment to Peter Currence for the use of the right of way area of the 3800 block of Kilbourne Road for the installation and maintenance of brick columns adjacent to 3806 Kilbourne Road, Richland County TMS# 13905-09-02

ORDINANCES - SECOND READING

22. Ordinance No.: 2025-064 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article IX, Short-term rental regulations

First reading approval was given on August 5, 2025.



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APPOINTMENTS

23. Board of Zoning Appeals
24. Columbia Museum of Art
25. Columbia Tree and Appearance
26. Food Policy Committee
27. Parks and Recreation Foundation
28. Planning Commission

OTHER MATTERS

29. Council is asked to consider a funding request in the amount of \$30,000.00 from the Sally R. Brasley Foundation for Nova Fest.

Funding Source: Fiscal Year 2025/2026 Hospitality Tax Fund

CITY COUNCIL COMMITTEE REPORTS, REFERRALS AND NEW BUSINESS

PUBLIC INPUT

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

EXECUTIVE SESSION

30. Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S.C. Code §30-4-70(a)(2)
 - *Patrice Sulton v. City of Columbia*
31. 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)
 - *Capital City Stadium*
 - *Convention Center Hotel*



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32. Discussion of negotiations incident to proposed contractual arrangements pursuant to S. C. Code §30-4-70(a)(2)
 - *Project Dream*
33. Receipt of legal advice relating to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)
 - *Hazard Mitigation Grant Program*

ADJOURNMENT



MEETING DATE: August 19, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:
Short-term Rentals
Sec. 17-3.2. Residential Base Zoning Districts



MEETING DATE: August 19, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Approval of August 5, 2025 City Council Work Session and Regular Meeting Minutes

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** MN_08052025_WS (DOCX)
- **#b:** MN_08052025 (DOCX)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 5, 2025

CALL TO ORDER

The Columbia City Council conducted a Work Session on Tuesday, August 5, 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 12:02 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. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

EXECUTIVE SESSION

Upon a motion made by Mr. Brennan and seconded by Ms. Herbert, Council voted unanimously to amend **Item 4** to include Administration and to enter into Executive Session at 12:02 p.m. for the discussion of **Item 1**.

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

- *Short-Term Rentals*
- *Front Yard Parking*

Upon a motion made by Mayor Rickenmann and seconded by Mr. Brennan, Council voted unanimously to adjourn Executive Session at 1:26 p.m.

CITY COUNCIL DISCUSSION AT 1:00 P.M.

2. Amending Short-Term Rental Regulations - Mr. David Hatcher, Director of Code Enforcement and Ms. Jessica Kinard, Senior Assistant City Attorney

Mr. David Hatcher, Director of Code Enforcement provided an overview of current staffing and workload in relation to short-term rentals. He shared plans to move to a more proactive response model. He also provided recommendations for ordinance revisions, software enhancements and staffing.

There was discussion about data accuracy; GIS mapping with STR labelling; signage; property upkeep and non-compliance; after-hours reporting; avenues of addressing complaints; and responsibilities of new staff.



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Ms. Jessica Kinard, Senior Assistant City Attorney reviewed potential ordinance changes including: responsible local representatives to hold a South Carolina property manager's license; both owners and managers obtain business licenses; raising the minimum rental age to 25; increasing the minimum stay from one to two nights; requiring at least two off-street parking spaces; clarifying occupancy limits; and adding neighbor notification and a local contact requirement. Additional provisions addressed guest screening for local renters, updated permitting procedures, enhanced enforcement tools, and a new catch-all allowing the Police Chief to immediately revoke permits for extreme behaviors.

There was discussion about age requirements in other municipalities; the inability to prevent maximum quantity of invitees to parties; lack of updated information resulting in violations; defining extreme infractions; life safety standards; consequences of non-compliance for permits; and working with Airbnb for responsible advertising.

Councilor Brown suggested focusing on the 149 unpermitted short-term rentals instead of adding burdensome rules for compliant operators. He supported additional staffing for Code Enforcement and penalizing repeat offenders.

PUBLIC INPUT

Mr. Justin Barstow, 2225 Rembert Street spoke in support of the 24-hour occupancy limit and party violations leading to permit revocation. He urged capping non-owner-occupied rentals at current levels, setting a maximum of two persons per bedroom or eight total, and targeting enforcement toward owners and operators rather than individual guests. He added that large rentals often operate like unmonitored hotels.

Councilor Brown asked about communication with short-term and long-term rental neighbors.

Mr. Justin Barstow, 2225 Rembert Street emphasized that guest-related problems are temporary, making it more effective to accumulate violations against owners/operators for enforcement. He contrasted this with long-term rentals, where relationships can address behavior, and expressed that a two-night minimum would have little impact as most operators already favor longer stays.



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Councilor Herbert stated that while targeting the operator and ownership is important, some situations should be handled by Code Enforcement to ensure proper documentation and point accumulation.

There was discussion about how different situations between long-term and short-term neighbors are handled.

Ms. Ellen Bundy, 2320 Park Street expressed concerns over the growth of STRs, urging they be regulated like hotels with higher fees and greater oversight. She supported the proposed two-night minimum stay, argued that STRs reduce available housing, and suggested increasing license fees to fund enforcement staff. She also noted a recent neighborhood incident that resulted in no violations and called for a cap on STRs in residential areas to protect neighborhood stability.

Mr. Ben Johnson, 521 Sims Avenue / Be Our Guest supported capacity limits and 24-hour occupancy rules to help address issues like large parties. He opposed requiring all operators to hold a property manager's license, arguing it adds no benefit to safety or party prevention and would burden owner-occupants. He also opposed the two-night minimum stay. It would drive away responsible one-night guests who contribute to the local economy without causing problems.

Mayor Rickenmann supported approving the ordinance on first reading with the intent to make edits before second reading on August 19, 2025. He stressed the need to have new regulations in place before the fall rental season. He emphasized giving Code Enforcement the staffing and resources needed to address issues and focusing enforcement on illegal operators who are often the source of complaints. He suggested gathering more input on one-night stays and ensuring application reviews confirm actual ownership.

There was discussion about owner-operated STRs needing property management licensure; real estate licensure being used instead of property management licensure; and enforcing a 25-year age limit with third party booking sites.

EXECUTIVE SESSION

Upon a motion made by Mayor Rickenmann and seconded by Mr. Brennan, Council voted unanimously to enter into Executive Session at 2:34 p.m. to discuss **Items 3** and **4** as amended.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 5, 2025**

3. Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S.C. Code §30-4-70(a)(2)
 - *Alissa Burch v. City of Columbia*
 - *Tanya Johnson v. City of Columbia*
 - *James Johnson v. City of Columbia*
 - *Shanteachia Quattlebaum v. City of Columbia*
 - *Jacquelyn Davis v. City of Columbia*
 - *Kozat M. Martin and Quinton D. Burr v. City of Columbia*
 - *Smith v. City of Columbia*

4. Discussion of the employment of an employee pursuant to S.C. Code §30-4-70(a)(1)
 - *Public Relations, Media and Marketing Department*
 - *Administration*

ADJOURNMENT

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

Respectfully submitted:

Erika D. Moore Hammond, CMC, CPM
City Clerk



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CALL TO ORDER

The Columbia City Council conducted a regular meeting on Tuesday, August 5, 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 4:10 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 Peter M. Brown, and The Honorable Tyler D. Bailey. The Honorable Tina N. Herbert arrived at 4:17 p.m. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA

Upon a motion made by Mr. McDowell and seconded by Mr. Brennan, Council voted unanimously to adopt the agenda subject to removing the 1500 block of Main Street from **Item 34** (Resolution No.: R-2025-047 - Authorizing consumption of beer, wine, and liquor at the SC Pride Festival on the 1200, 1300, 1400, and 1500 blocks of Main Street on Friday, October 3, 2025 and Saturday, October 4, 2025).

Mayor Rickenmann took a moment of personal privilege to welcome guests from Korea Electric Power Corporation. He highlighted recent meetings on energy management and a possible sister city relationship with Naju. He praised Korea's advanced technology and discussed plans for a pilot program to position Columbia as a leader in energy innovation.

PUBLIC INPUT

Mr. Gustavo Bueno, 2229 Park Street expressed concerns with the amendments proposed for the short-term rental ordinance, more specifically the age restriction potentially being adjusted to 25.



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Mr. Jim Prater, 3422 Keenan Drive expressed concerns about the city's STR rental permitting process. He noted that over 10% of the city's STRs are in Earlewood, yet recent permit approvals were not shared with the neighborhood association as required. He recommended that all current and future STR approvals be forwarded to neighborhood associations and that property owners notify both the city and code enforcement whenever a rental is booked.

Ms. Kit Smith, 206 Wateree Avenue urged City Council to address the impact of short-term rentals on neighborhoods, because they threaten affordable housing and quality of life. She questioned why Columbia hasn't limited them like other cities; cited legal concerns about due process; and called for zoning updates and more public involvement in decision-making.

Ms. Denise Wellman, 2204 Marion Street voiced support for previous comments opposing the expansion of STRs in residential neighborhoods. She emphasized that neighborhoods should not become hotels and warned that relying solely on enforcement fails to prevent harm to community life.

Mayor Rickenmann emphasized that City Council is focused on closing enforcement gaps before the fall season. He noted the need to equip staff properly and acknowledged that broader discussions on short-term rentals are ongoing.

Ms. Anna Herron, 21 Oak Lake Court expressed concerns with **Item 3** (Council is asked to approve a Fiscal Year 2025/2026 Professional Services Agreement for Federal Lobbying Services). She stated that funds should support essential local services rather than outside interests.

Mayor Rickenmann emphasized the significant return on investment that Columbia has received through lobbying efforts, including nearly \$300 million in federal funding for projects such as rail realignment and safety improvements.

Mr. Ethan Mathis, 6530 Davidson Street expressed concerns with **Item 3** and objected to contracting for lobbying services.

Mr. Daniel Brooks, 1817 Smith Street said that his neighborhood was able to get someone out to survey their water, which was a concern for them. He also shared that he and Mr. McCutchen were able to meet and address his concerns about **Item 27** (Zoning Map Amendment for 1801 Smith Street (portion), TMS# 16301-02-06 (portion) and 16301-02-12 (portion)).



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Mr. George McCutchen, 4357 Nandina Drive shared that he and Mr. Brooks reached a mutual agreement on **Item 27** for the updated deed restrictions related to Sun Coast's operations to include limiting all vehicle access to Atlas Road and the prohibiting use of Smith Street and Hattie Gibson Road.

Councilor Brown thanked Mr. McCutchen and Mr. Brooks for working together and showing that we're in a very collaborative time in Columbia.

Mr. John Wilkinson, 2404 Park Street expressed concerns with the appropriateness of STRs in residential zones, emphasizing that these rentals function more like hotels than housing. He also referenced a previously submitted neighborhood survey and thanked City Council members for listening to constituent feedback.

APPROVAL OF MINUTES

1. Council is asked to approve the July 15, 2025 Work Session and Regular Meeting Minutes. – *Approved*

Upon a motion made by Mr. Brennan and seconded by Mr. McDowell, Council voted unanimously to approve the July 15, 2025 Work Session and Regular Meeting Minutes.

CONSENT AGENDA ITEMS 2 THROUGH 27

Upon a single motion made by Mr. Brennan and seconded by Mr. Brown, Council voted unanimously to approve **Consent Agenda Items 2** through **27**.

2. Council is asked to approve a Fiscal Year 2025/2026 Contract for the Three Rivers Greenway Project Development, as requested by City Administration on July 23, 2025. Award to the River Alliance, in the amount of \$70,000.00. This firm is located in Columbia, SC. – *Approved*

*Funding Source: Hospitality Tax Special Projects - River Alliance (2124321-680130).
The original budget amount is \$70,000.00.*



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 5, 2025

3. Council is asked to approve a Fiscal Year 2025/2026 Professional Services Agreement for Federal Lobbying Services, as requested by the Office of Governmental Affairs on July 24, 2025. Award to CapitalEdge Strategies, LLC in an amount not to exceed \$90,000.00. This firm is located in Washington, DC. – *Approved*

Funding Source: Governmental Affairs - Professional Services (1011103-636600). The original budget amount is \$90,000.00.

4. Council is asked to approve a Fiscal Year 2025/2026 Professional Services Agreement for Computer and Job Skills Training, as requested by the Community Development Department on July 1, 2025. Award to Fast Forward in an amount not to exceed \$100,000.00. This firm is located in Columbia, SC. – *Approved*

Funding Source: Community Development General Funds (1014320-638300) \$50,000.00 and Water & Sewer Special Projects (5518415-638300) \$50,000.00. The original budget amount is \$100,000.00.

5. Council is asked to approve a new Professional Services Contract for Auditing Services, as requested by the Finance Department on July 18, 2025. Award to Scott and Company, LLC, in an amount not to exceed \$130,900.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date three (3) years from commencement and the option to renew for two (2) additional one (1) year periods. This firm is located in Columbia, SC. – *Approved*

Funding Source: Accounting - Audit Costs (1011401-635600) \$65,450.50; Finance Water Administration - Audit Costs (5511409-635600) \$65,450.50. The original budget amount for year one is \$130,900.00.

6. Council is asked to approve a new Contract for Pest Control Services, as requested by Support Services on May 14, 2025. Award to Mack Pest Solutions in an amount not to exceed \$140,713.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date one (1) year from commencement and the option to renew for two (2) additional one-year periods. – *Approved*

Funding Source: Support Services Public Building - Maintenance and Service Contract (5511219-638200). The original budget amount is \$140,713.00.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 5, 2025

7. Council is asked to approve the Purchase of Annual Teller Software Licenses and Point of Sale System, as requested by the Finance Department on July 15, 2025. Award to CAN/AM Technologies, Inc., in the amount of \$54,080.00. This vendor is located in Lakewood, CO. – *Approved*

Funding Source: Collections - Software License (5511406-627510). The original budget amount is \$54,080.00.

8. Council is asked to approve the Purchase of Microsoft 365 Software-as-a-Service (SaaS) Backup, as requested by the Information Technology Department on July 14, 2025. Award to ThinkGard, LLC, using The Interlocal Purchasing System (TIPS) Cooperative Contract in the amount of \$77,760.00. This vendor is located in Pelham, AL. – *Approved*

Funding Source: Information Technology - Software License (1011120-627510). The original budget amount is \$77,760.00.

9. Council is asked to approve the Purchase of T2 Flex Subscriptions for Enforcement and Retrieval of Vehicle Registration (RoVR) Systems, as requested by the Parking Services Department on July 17, 2025. Award to T2 Systems, Inc., in the amount of \$81,000.00. This vendor is located in Indianapolis, IN. – *Approved*

Funding Source: Parking Operations - Professional Services (5312413 - 636600). The original budget amount is \$81,000.00.

10. Council is asked to approve the Purchase of Police Uniforms, as requested by the Columbia Police Department on July 3, 2024. Award to Galls, LLC, using the SC State Contract in the amount of \$324,000.00. This vendor is located in Chicago, IL. – *Approved*

Funding Source: Police Administrative Services - Uniforms and Clothing (1012402-624100). The original budget amount is \$324,000.00.

11. Council is asked to approve the Purchase of Two (2) 2025 Nissan Altimas for the Water Customer Services Department, as requested by the Fleet Services Division on July 15, 2025. Award to Alan Jay Automotive Management dba Alan Jay Fleet Sales using the SC State Contract in the amount of \$50,670.12. – *Approved*

Funding Source: Customer Care - Auto, Trucks, Heavy Equipment-Capital (5511407-658500). The original budget amount is \$50,670.12.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 5, 2025

12. Council is asked to approve the Purchase of a 270 Barrel (1,080 CU FT) Capacity Portable Silo for the Street Division, as requested by Columbia Water on July 8, 2025. Award to Dobbs Equipment Southeast, LLC, using the Sourcwell Cooperative Contract in the amount of \$73,312.00. This vendor is located in Albany, GA. – *Approved*

Funding Source: Streets-Storm Drains - Machinery and Equipment-Capital (5534203-658300). The original budget amount is \$73,312.00.

13. Council is asked to approve a new Construction Contract for the Roof Replacement Project at Fire Station #3 located at 2740 The Boulevard, as requested by the Support Services Division on June 17, 2025. Award to Summers Roofing Company, Inc., in an amount not to exceed \$103,990.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date forty-five (45) days from commencement. This contractor is located in Columbia, SC. – *Approved*

Funding Source: General Support Services - Buildings and Fixed Equipment (1011201-659300). The original budget amount is \$103,990.00.

14. Council is asked to approve a new Construction Contract for the Delane Drive Resurfacing Project, as requested by the Public Works Department on February 13, 2025. Award to C.R. Jackson, Inc., in an amount not to exceed \$120,823.20, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date thirty (30) days from commencement. This firm is located in Columbia, SC. – *Approved*

Funding Source: Street Resurfacing Capital Project - Resurface Delane Drive - Capital Project Costs (4079999-SR915701-658650). The original budget amount is \$120,823.20.

C.R. Jackson, Inc., is the prime contractor and will provide paving services at 98.51% (\$99,186.00) of the total contract amount.

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

Peek Pavement Marking, LLC, located in Columbus, GA, will provide pavement marks at 1.49% (\$1,500.00) of the total contract amount.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 5, 2025

15. Council is asked to approve the Purchase of additional Magnesium Hydroxide for the Metro Wastewater Treatment Plant, as requested by Columbia Water on July 8, 2025. Award to Premier Magnesia, LLC, in an amount not to exceed \$65,566.13. The current term of the contract ended on June 30, 2025. This vendor is located in Waynesville, NC. – *Approved*

Funding Source: Utilities Metro Wastewater Plant - Chemicals (5516208-624800). The current budget amount is \$2,199,800.16. The budget amount for this amendment is \$65,566.13. The total revised budget amount is \$2,265,366.29.

16. Council is asked to approve Contract Amendment #5 to provide Copper Sulfate Pentahydrate for the Lake Murray Water Treatment Plant, as requested by Columbia Water on July 1, 2025. Award to Thornton, Musso and Bellemin, Inc., in an amount not to exceed \$130,000.00. The current term of the contract ends on June 30, 2026. This vendor is located in Zachary, LA. – *Approved*

Funding Source: Utilities Lake Murray Water Treatment Plant - Chemicals (5516207-624800). The original budget amount is \$130,000.00.

17. Council is asked to approve Contract Amendment #3 for the purchase of additional Advanced Metering Infrastructure Meters, Fire Service Assembly Meters, Registers, Endpoints and Endpoint Guard Kits, as requested by Columbia Water on June 18, 2025. Award to Badger Meter, Inc., in an amount not to exceed \$140,423.71. The current term of the contract ends on June 30, 2026. This firm is located in Milwaukee, WI. – *Approved*

Funding Source: Utilities Water Distribution and Maintenance - Meters, Parts, and Supplies (5516203-625600). The current budget amount is \$1,354,946.16. The budget amount for this amendment is \$140,423.71. The total revised budget amount is \$1,495,369.87.

18. Council is asked to approve Contract Amendment #1 for Project SS7648; Capacity Assurance Program Hydraulic Modeling Professional Services, as requested by Columbia Water on July 8, 2025. Award to Hazen and Sawyer in an amount not to exceed \$200,000.00. The current term of the contract ends on September 23, 2025 and this amendment extends the contract to September 23, 2026. This firm is located in Columbia, SC. – *Approved*

Funding Source: Engineering Wastewater Systems Improvement - Special Contracts Water/Sewer and Stormwater (5516221-638305). The current budget amount is \$250,000.00. The budget amount for this amendment is \$200,000.00. The revised budget amount is \$450,000.00.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 5, 2025

19. Council is asked to approve Contract Amendment #7 for Municipal Separate Storm Sewer Systems Support Services, as requested by Columbia Water on July 10, 2025. Award to Woolpert, Inc., in the amount of \$773,104.00. The current term of the contract ends on June 30, 2026 and this amendment extends the contract to August 2, 2026. This firm is located in Columbia, SC.
– *Approved*

Funding Source: Engineering Stormwater Improvements - Special Contracts Water/Sewer, Stormwater (5534202-638305). The original budget amount is \$773,104.00.

20. Council is asked to approve a new Professional Services Contract for Project WM4830; Filter Rehab and Electrical Upgrades at the Canal and Lake Murray Water Treatment Plants, as requested by Columbia Water on July 11, 2025. Award to Black and Veatch Corporation in an amount not to exceed \$774,500.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date thirty (30) months from commencement and the option to renew for two (2) additional one-year periods. This firm is located in Columbia, SC. – *Approved*

Funding Source: Water and Sewer Capital Projects - Columbia Canal Water Treatment Plant Filter Rehab/Lake Murray Water Treatment Plant Electric - Capital Project Costs (5529999-WM483001-658650). The original budget amount is \$774,500.00.

This is a Mentor Protégé Program project. Black and Veatch Corporation is the Mentor and will be performing engineering design and construction phase services at 69.94% (\$541,650.00) of the total contract amount.

Howard Engineering, Inc., a Minority Business Enterprise (W), located in Columbia, SC, is the Protégé and will be performing electrical instrumentation and control design engineering, and construction management services at 27.64% (\$214,100.00) of the total contract amount.

The following subconsultants will provide additional services:

Hussey, Gay, Bell, and DeYoung, Inc., located in Columbia, SC, will be performing field survey services at 1.45% (\$11,250.00) of the total contract amount.

Bunnell-Lammons Engineering, Inc., located in Columbia, SC, will be performing geotechnical investigation services at 0.97% (\$7,500.00) of the total contract amount.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 5, 2025

21. Council is asked to approve the issuance of Indefinite Delivery Contracts (IDCs) for Asphalt and Concrete Repair and Restoration Services, as requested by Columbia Water on March 11, 2025. Award to the following firms in a total amount not to exceed \$2,000,000.00. Project specific administration shall be required, executed, and issued for each asphalt and concrete repair or restoration project awarded under the approved IDC. 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. – *Approved*

Funding Source: Engineering - Water System Improvements - Special Projects (5516220-638500). The original budget amount is \$2,000,000.00.

Contractor	Location
AOS Specialty Contractors, Inc.	Lexington, SC
C. R. Jackson, Inc.	Columbia, SC
L-J, Inc.	Cayce, SC

22. Council is asked to approve new Sole Source Contracts for Columbia Water. Award to the following vendors in the total amount of \$3,364,200.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date on June 30, 2026 and the option to renew for one (1) additional one-year period. – *Approved*

Item	Vendor and Location	Description	Amount
a.	Evoqua Water Technologies, LLC Waukesha, WI	Envirex Jet-Tech and Aqua-Labor Parts, Services and Maintenance, as requested by Columbia Water on July 10, 2025.	\$130,000.00
<i>Funding Source: Utilities Metro Wastewater Treatment Plant – Small Hand Tools/Other Equipment (5516208-631800). The original budget amount is \$130,000.00.</i>			
b.	Jet Vac Equipment Company, LLC Sumter, SC	Maintenance and Service Repairs for Unit Trucks, IBAK Camera Systems, and Ridged Sewer Equipment, as requested by Columbia Water on July 1, 2025.	\$54,000.00
<i>Funding Source: Utilities Wastewater Maintenance – Special Departmental Supplies (5516205-627100). The original budget amount is \$54,000.00.</i>			



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 5, 2025

c.	LMK Technologies, LLC Ottawa, IL	Vac-A-Tee Systems and Equipment for Trenchless Sewer Maintenance Repairs, as requested by Columbia Water on July 3, 2025.	\$54,000.00
<i>Funding Source: Utilities Wastewater Maintenance – Pipe, Fittings, Hydrants, etc. (5516205-625700). The original budget amount is \$54,000.00.</i>			
d.	Heyward-Charlotte, Inc. Charlotte, NC	VAG USA Engineered and Distribution Replacement, Spare Parts, Products Repair, Inspections and Maintenance, as requested by Columbia Water on July 14, 2025.	\$200,000.00
<i>Funding Source: Utilities Metro Wastewater Treatment Plant – Equipment Repair/Service Supply (5516208-631800). The original budget amount is \$200,000.00.</i>			
e.	Premier Magnesia, LLC West Conshohocken, PA	Wastewater Chemical Magnesium Hydroxide and Rental Fee for Feeding Collection System, as requested by Columbia Water on July 1, 2025.	\$2,176,200.00
<i>Funding Source: Utilities Metro Wastewater Treatment Plant – Chemicals (5516208-624800). The original budget amount is \$2,176,200.00.</i>			
f.	Charles Underwood, Inc. Sanford, NC	Repair Services, Parts, and Maintenance for Grundfos Pumps, as requested by Columbia Water on July 10, 2025.	\$200,000.00
<i>Funding Source: Utilities Metro Wastewater Treatment Plant – Equipment Repair/Service Supply (5516208-631800). The original budget amount is \$200,000.00.</i>			
g.	Blanchard Machinery Company West Columbia, SC	Caterpillar Parts, Warranty Service, Repair and Maintenance, as requested by Columbia Water on July 11, 2025.	\$250,000.00
<i>Funding Source: Utilities Metro Wastewater Treatment Plant – Maintenance and Service Contract (5516208-638200). The original budget amount is \$250,000.00.</i>			
h.	Xylem Water Solutions USA, Inc. Charlotte, NC	Flygt Pumps, Products, Parts, Repair Services and Maintenance, as requested by Columbia Water on July 15, 2025.	\$300,000.00
<i>Funding Source: Utilities Metro Wastewater Treatment Plant – Machinery and Equipment-Capital (5516208-658300) \$165,000.00; Utilities Metro Wastewater Treatment Plant – Equipment Repair/Service Supply (5516208-631800) \$135,000.00. The original budget amount is \$300,000.00.</i>			
Total Amount:			\$3,364,200.00



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 5, 2025

23. Ordinance No.: 2025-056 - Authorizing the City Manager to execute a License Agreement between M.B. Kahn and the City of Columbia for a laydown area at the corner of Drayton Street and North Main Street for Palmetto Citizens Headquarters – *Approved on second reading.*

First reading approval was given on July 15, 2025.

24. Ordinance No.: 2025-060 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Project Momentum, Richland County Portion of TMS# R11501-01-25) – *Approved on second reading.*

Endorsed by the Economic Development & Infrastructure Committee on June 17, 2025. - First reading approval was given on July 15, 2025.

25. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 283 Jacobs Mill Pond Road a/k/a 180 Golf View Bend, TMS# 28900-01-19 – *Approved on second reading.*

Ordinance No.: 2025-057 - Annexing 283 Jacobs Mill Pond Road, Richland County TMS# 28900-01-19 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on second reading.

Proposal: Request to annex the property, assign the land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Planned Development District (PD) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Planned Development (PD) by Richland County.

Council District: 4

Applicant: The Woodcreek Club, LLC

Staff Recommendation: Approval

PC Recommendation: 06/12/2025; Approval (5-0)

First reading approval was given on July 15, 2025.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 5, 2025

26. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1703 Atlas Road, TMS# 16301-02-04 – *Approved on second reading.*

Ordinance No.: 2025-058 - Annexing 1703 Atlas Road, Richland County TMS #16301-02-04 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on second 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 Economic Development Center/Corridor and zoned Light Industrial (M-1) by Richland County.

Council District: 3

Applicant: 1703 Atlas, LLC

Staff Recommendation: Denial of Zoning Classification

PC Recommendation: 06/12/2025; Approval (4-1)

First reading approval was given on July 15, 2025.

27. ZONING MAP AMENDMENT for 1801 Smith Street (portion), TMS# 16301-02-06 (portion) and 16301-02-12 (portion) – *Approved on second reading.*

Ordinance No.: 2025-059 - Amending the Official Zoning Map to modify the zoning for 1801 Smith Street (portion), Richland County TMS # 16301-02-06 (portion) and 16301-02-12 (portion) – Approved on second reading.

Proposal: Request to rezone the property from Light Industrial District (LI) to Heavy Industrial District (HI).

Council District: 3

Applicant: George McCutchen

Staff Recommendation: Denial

PC Recommendation: 06/12/2025; Approval (4-1)

First reading approval was given on July 15, 2025.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 5, 2025

CONSIDERATION OF BIDS, CONTRACTS AND CHANGE ORDERS

28. Council is asked to approve a new Construction Contract for Project WM3925; Rosewood Water Main Upgrade - Phase 2, as requested by Columbia Water on April 7, 2025. Award to Williams Infrastructure, LLC, in an amount not to exceed \$13,771,221.25, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date five hundred ten (510) days from commencement. This contractor is located in Columbia, SC – *Approved*

Funding Source: Water and Sewer Capital Projects - Rosewood Area Waterline Replacement - Capital Project Costs (5529999-WM392501-658650). The original budget amount is \$13,771,221.25.

This is a Mentor Protégé Program project. Williams Infrastructure, LLC, is the mentor and will provide project scheduling, supply material review, and construction management services at 44.92% (\$5,379,980.00) of the total contract amount.

J.A. Mabus and Associates, Inc., located in Batesburg, SC, is the protégé and will provide water line installation at 20.00% (\$2,394,995.00) of the total contract amount.

The following subcontractors will provide additional services:

Ferguson Waterworks, located in Elgin, SC, will provide waterline material at 18.79% (\$2,250,000.00) of the total contract amount.

Thomas Concrete, located in Columbia, SC, will provide flowable fill at 6.68% (\$800,000.00) of the total contract amount.

Inline Paving, located in Lexington, SC, will provide milling and resurfacing at 6.68% (\$800,000.00) of the total contract amount.

Sloan, located in Columbia, SC, will provide asphalt at 0.63% (\$75,000.00) of the total contract amount.

Core Concrete, located in Conway, SC, will provide flowable fill at 1.67% (\$200,000.00) of the total contract amount.

Blythe, located in West Columbia, SC, will provide asphalt at 0.63% (\$75,000.00) of the total contract amount.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 5, 2025

Upon a motion made by Mr. Brennan and seconded by Mr. McDowell, Council voted unanimously to approve a new Construction Contract for Project WM3925; Rosewood Water Main Upgrade - Phase 2, as requested by Columbia Water on April 7, 2025. Award to Williams Infrastructure, LLC, in an amount not to exceed \$13,771,221.25, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date five hundred ten (510) days from commencement. This contractor is located in Columbia, SC.

Councilor Brennan said this as a huge infrastructure project in a cherished District 3 neighborhood. He asked to hear more about how the project is progressing from phase one to phase two.

Mr. Clint Shealy, P.E, Assistant City Manager of Columbia Water provided an update on phase two of the Rosewood Infrastructure Renewal Project, which will improve water quality, pressure, and fire flow for residents in the Rosewood area. The project was slightly delayed due to elevated bid prices. It is now ready to begin with a local contractor and subcontractor team. There will be 35,000 linear feet of infrastructure renewal between Rosewood Drive, South Holly, and South Ott.

Mayor Rickenmann noted the project is part of a larger \$40 million investment across three phases to replace aging infrastructure and enhance quality of life.

ORDINANCES - FIRST READING

29. Ordinance No.: 2025-061 - Granting an encroachment to WTC of Garners Ferry, LLC for the use of the right of way area of the 7600 block of Garners Ferry Road for the installation and maintenance of sidewalks adjacent to 7620 Garners Ferry Road, Richland County TMS# 16315-02-02 – *Approved on first reading.*

Upon a motion made by Mr. Brennan and seconded by Mr. Brown, Council voted unanimously to give first reading approval to Ordinance No.: 2025-061 - Granting an encroachment to WTC of Garners Ferry, LLC for the use of the right of way area of the 7600 block of Garners Ferry Road for the installation and maintenance of sidewalks adjacent to 7620 Garners Ferry Road, Richland County TMS# 16315-02-02.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 5, 2025

30. Ordinance No.: 2025-064 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article IX, Short-term rental regulations – *Approved on first reading.*

Mayor Rickenmann stated that the Council would proceed with first reading of the ordinance and incorporate feedback received through emails, phone calls, and public comments before second reading. He emphasized that the goal is to enhance enforcement as an initial step toward creating a balanced approach to regulating short-term rentals.

Councilor Brown expressed concerns with the current trajectory of STRs. He stressed the need to prioritize compliance, noting that roughly 146 short-term rentals lack permits.

Councilor Herbert agreed that the ordinance is not perfect but expressed hope, based on the comments received.

Dr. Bussells expressed interest in seeing how those operating without permits will respond to the proposed ordinance changes.

Councilor Bailey confirmed that the established moratorium is still in place.

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted [6 to 1] to give first reading approval to Ordinance No.: 2025-064 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article IX, Short-term rental regulations. Mr. Bailey, Ms. Herbert, Dr. Bussells, Mr. Brennan, Mr. McDowell, and Mayor Rickenmann voted aye. Mr. Brown voted nay.

31. Ordinance No.: 2025-069 - Granting encroachment to Benedict College for use of the right of way area of the 1600 block of Oak Street that runs through its campus, adjacent to Richland County TMS # R11407-06-01, for installation and maintenance of brick columns, wrought iron fencing, asphalt pavement, concrete curb, guttering, walkway, brick wall, bollards, parking spaces, bike lane, wheel stops, handicap ramp, landscaping, and irrigation system – *Approved on first reading.*



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 5, 2025

Upon a motion made by Dr. Bussells and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to Ordinance No.: 2025-069 - Granting encroachment to Benedict College for use of the right of way area of the 1600 block of Oak Street that runs through its campus, adjacent to Richland County TMS # R11407-06-01, for installation and maintenance of brick columns, wrought iron fencing, asphalt pavement, concrete curb, guttering, walkway, brick wall, bollards, parking spaces, bike lane, wheel stops, handicap ramp, landscaping, and irrigation system.

RESOLUTIONS

32. Resolution No.: R-2025-050 - Designating the City of Columbia as a BEE CITY USA® affiliate – *Approved*

Endorsed by the Health, Social, and Environmental Affairs Committee on July 15, 2025.

Upon a motion made by Dr. Bussells and seconded by Mr. Bailey, Council voted unanimously to approve Resolution No.: R-2025-050 - Designating the City of Columbia as a BEE CITY USA® affiliate.

33. Resolution No.: R-2025-054 - Authorizing the City Manager to execute a Memorandum of Agreement between the City of Columbia and Stars & Stripes 3T, LLC for the Arabella Springs Offsite Water Main Expansion Project, CIP Project # WM4878 – *Approved*

Funding Source: Water Capital Projects - Utility (5529999-WM4878-658650). The original budget amount is \$2,500,000.00

Upon a motion made by Mr. McDowell and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2025-054 - Authorizing the City Manager to execute a Memorandum of Agreement between the City of Columbia and Stars & Stripes 3T, LLC for the Arabella Springs Offsite Water Main Expansion Project, CIP Project # WM4878.

EVENT RESOLUTION ITEMS 34 THROUGH 39

Upon a single motion made by Mr. McDowell and seconded by Mr. Brennan, Council voted unanimously to approve **Event Resolution Items 34** through **39**.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 5, 2025

34. Resolution No.: R-2025-047 - Authorizing consumption of beer, wine, and liquor at the SC Pride Festival on the 1200, 1300, 1400, and 1500 blocks of Main Street on Friday, October 3, 2025 and Saturday, October 4, 2025 - *Approved as amended to remove the 1500 block of Main Street.*

35. Resolution No.: R-2025-049 - Amending Resolution No.: R-2025-033 Authorizing consumption of beer, wine, and liquor at Jubilee: Festival of Black History and Culture to change the location from the 1900 and 2000 blocks of Marion Street between Richland Street and Elmwood Avenue and the 1400 block of Richland Street between Marion Street and Bull Street to the 1300 and 1400 blocks of Richland Street between Bull Street and Sumter Street on Saturday, September 20, 2025 - *Approved*

36. Resolution No.: R-2025-051 - Authorizing consumption of beer, wine, and liquor at the Gervais Street Bridge Dinner at the Gervais Street Bridge on Sunday, October 26, 2025 with a rain contingency date of Sunday, November 2, 2025 - *Approved*

37. Resolution No.: R-2025-052 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Keith Haring Opening on Friday, September 26, 2025 - *Approved*

38. Resolution No.: R-2025-053 - Authorizing consumption of beer, wine, and liquor within Boyd Plaza adjacent to the Columbia Museum of Art for Arts and Draughts on Friday, November 14, 2025 - *Approved*

39. Resolution No.: R-2025-055 - Authorizing consumption of beer, wine, and liquor at JerryFest at the Five Points Fountain on Sunday, October 5, 2025 - *Approved*

OTHER MATTERS

40. Council is asked to consider a funding request in the amount of \$30,000.00 from the Sally R. Brasley Foundation for Nova Fest. - *Deferred*

Funding Source: Fiscal Year 2025/2026 Hospitality Tax Fund

Ms. Teresa Wilson, City Manager explained that a letter is being prepared to address the documentation that could not be provided.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 5, 2025

Upon a motion made by Mr. McDowell and seconded by Ms. Herbert, Council voted unanimously to defer the funding request in the amount of \$30,000.00 from the Sally R. Brasley Foundation for Nova Fest until August 19, 2025.

CITY COUNCIL COMMITTEE REPORTS, REFERRALS AND NEW BUSINESS

PUBLIC INPUT

Ms. Jessica Saxton explained to City Council that South Carolina's practice of allowing charges without a grand jury indictment violates the U.S. Constitution. Citing the Fifth and Fourteenth Amendments, she said the law leads to unconstitutional imprisonment and amounts to paying officials to break the law. She urged them to review the issue and ensure public officials act lawfully.

Mr. Tanawah Downing clarified legal concerns regarding alleged unconstitutional enforcement practices. He has collected approximately 12,000 criminal affidavits from victims across South Carolina, including within Columbia. He urged City Council to ensure city agents follow constitutional law. Failure to do so could lead to criminal complaints.

Councilor Herbert asked Mr. Downing if he could identify the areas in the city where people are being arrested.

Mr. Tanawah Downing explained that it was a systemic issue.

Mr. Nasir Asante, Chairman of Gangs of Peace requested City Council funding and support to expand proven programs, including one-on-one mentoring, life skills training, violence interruption teams, and safe zones for youth. He framed the request as an investment in prevention, safety, and the city's future leaders.

Mayor Rickenmann thanked Mr. Asante and Gangs of Peace for the impact they've already made within the city. While he couldn't guarantee funding, he connected him with the Office of Neighborhood Safety and Engagement.

Ms. Felicia Jones, 514 Gervais Street urged City Council to advocate for state settlement funds to support youth infrastructure. She also raised concerns about gun violence, mental health, and environmental issues.

Mayor Rickenmann clarified that settlement funds are under state control.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 5, 2025**

ADJOURNMENT

The meeting was adjourned at 5:20 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC, CPM
City Clerk



MEETING DATE: August 19, 2025

DEPARTMENT: City Council/Legislative Liaison

FROM: *Chanique Belton, Legislative Chief of Staff*

SUBJECT: Black Breastfeeding Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** Black Breastfeeding Week(DOCX)



**City of Columbia
A Proclamation**

Whereas, breastfeeding is a powerful and natural act that provides optimal nutrition, immune protection, and bonding for infants and their families, contributing significantly to the lifelong health and well-being of our city's youngest residents; and

Whereas, the month of August is recognized nationally as Breastfeeding Awareness Month, a time to promote the importance of breastfeeding education, support, and access to safe, informed infant feeding practices for all families; and

Whereas, breastmilk is a living, dynamic substance that contains essential nutrients, antibodies, and hormones specifically tailored to each baby, offering protection and benefits that cannot be replicated by infant formula; and

Whereas, while formula may be necessary in some situations, it often contains synthetic additives and can pose health risks when improperly prepared or stored, especially in communities where access to healthcare, clean water, and support is limited; and

Whereas, Black Breastfeeding Week, observed from August 25 to August 31, is a vital opportunity to address longstanding racial disparities in breastfeeding rates. Black families face unique barriers to breastfeeding, including systemic racism, historical trauma, a lack of culturally affirming care, and disproportionate marketing of formula within Black communities; and

Whereas, Black Breastfeeding Week also serves to uplift the work of Black-led organizations, lactation professionals, and community members who are working to reclaim breastfeeding traditions and support equitable birth and feeding outcomes; and

Whereas, the City of Columbia is committed to improving maternal-child health outcomes and recognizes that equitable access to breastfeeding support is a public health, economic, and racial justice issue that impacts our entire community;

NOW, THEREFORE I, Daniel J. Rickenmann, Mayor of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim August 25 - 31, 2025, as

“Black Breastfeeding Week”

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

Daniel J. Rickenmann
Mayor

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

William Brennan
District III, Council Member

Aditi Bussells
At-Large, Council Member

Tina N. Herbert
District I, Council Member

Peter M. Brown
District IV, Council Member

Tyler D. Bailey
At-Large, Council Member



MEETING DATE: August 19, 2025

DEPARTMENT: Office of the Mayor / Policy and Programs

FROM: *Daniel Rickenmann, Mayor*

SUBJECT: Key to the City Honoring Mr. Joshua Shumak - The Honorable Daniel J. Rickenmann, Mayor

FUNDING SOURCE & ORIGINAL BUDGET:

Mayor Rickenmann,

Good afternoon,

I am writing on behalf of the Wassamasaw Tribe of Varnertown Indians and South Carolina's Native American communities to respectfully nominate Mr. Joshua Shumak for the Key to the City of Columbia.

We have filled out the City's official interest form, but also wanted to reach out to you directly to share more about Joshua's deep ties to Columbia and his impact across the state.

Joshua is a resident of Columbia and a nationally and internationally recognized leader, advocate, and public servant. His contributions have directly benefited communities throughout South Carolina, including in Columbia, where he has partnered with numerous city agencies and cultural institutions to promote equity, public service, and cultural preservation.

In 2024, Joshua represented the Native Americans of South Carolina at the United Nations during the ENRIP (Enhancing National Reporting and Indigenous Participation) Conference, where he spoke on issues of cultural survival, education access, and government-to-government partnerships.

His efforts helped bring over \$300,000 in FEMA funding to South Carolina to support disaster recovery and resilience in under-resourced areas, and he has received recognition from tribal governments, state commissions, national associations, and international organizations.

Select honors include:

- **2021 Visionary Award** – Wassamasaw Tribe of Varnertown Indians
- **2024 Shining Star Award** – South Carolina Commission for Minority Affairs
- **2024 John Lewis Leadership Award** – National Association of Secretaries of State
- **2025 Community Leader of the Year** – SC Commission on National and Community Service

- **2025 Sally Carter Legacy Award** – 7th Generation and the Southern Plains Tribal Health Board
- **2025 National Emerging Professional Award** – Native American Fish & Wildlife Society
- **2025 Finalist** – WIN WIN Gothenburg Sustainability Youth Award (Sweden)
- **2025 Employment Achievement Award** – Summerville Mayor's Committee on People with Disabilities

In recognition of his many accomplishments and ongoing service, Joshua will be awarded the **Order of the Palmetto**—South Carolina's highest civilian honor—during a formal ceremony in the Governor's Office on **July 10, 2025, at 1:30 PM**. We respectfully ask if the City of Columbia would consider joining in this recognition by presenting Joshua with the Key to the City. Such an honor would reflect Columbia's ongoing commitment to inclusive leadership and honoring those who uplift both the city and the broader community.

The ceremony will be attended by tribal leaders from across the state, international representatives, legislators, and agency heads including the Executive Directors of the SC Department of Motor Vehicles and the SC Commission for Minority Affairs. We would be honored to have you join us in this celebration. If a Key to the City may be possible, please kindly let us know so we may coordinate details and inform the Governor's staff accordingly.

Thank you for your time and thoughtful consideration.

Warm regards,

David Dangerfield

Tribal Secretary



MEETING DATE: August 19, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Proclamation and Key to the City Honoring Mr. Arthur Faust - The Honorable Daniel J. Rickenmann, Mayor

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** Mr. Arthur Faust Day (DOCX)



**City of Columbia
A Proclamation**

WHEREAS, the City of Columbia proudly recognizes individuals whose commitment, professionalism, and unwavering service have made a lasting impact on our community; and

WHEREAS, Arthur Faust began his employment with the City of Columbia on August 18, 1975, as a Groundskeeper. During his career with the City of Columbia, later known as Parks & Recreation, Arthur has served in various positions, including Vehicle Maintainer, Small Engine Repairer, Community Parks Pool Maintainer, and currently Maintenance Technician; and

WHEREAS, throughout his remarkable career, he has faithfully served in the Parks and Recreation Department, contributing to the growth, progress, and excellence of City operations, and has consistently upheld the highest standards of public service; and

WHEREAS, Arthur began coaching football at C.A. Johnson High School in 1978, serving as an offensive and defensive line coach until 1994. With an undying love for sports, he began officiating baseball and softball at the high school level in 1990 and advanced to the collegiate level in 1993. He remains actively involved in recreational and collegiate sports to this day. Arthur is a die-hard Raiders football fan (Oakland, Los Angeles, Las Vegas) and has a passion for antique cars; and

WHEREAS, Arthur is married to Mrs. JoAnn Faust and is the proud father of four children—Miyaka, Omar, Dabney, and Bessie—eight grandchildren, and one great-grandchild; and

WHEREAS, Arthur has been a mentor to colleagues, a trusted resource to leadership, and a steady, respected presence in the City workforce for five decades; and

WHEREAS, the City of Columbia expresses its heartfelt appreciation and gratitude for Arthur's loyalty and contributions, which have enriched the lives of countless individuals and helped shape the City's legacy of excellence;

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

“Mr. Arthur Faust Day”

recognizing him for 50 years of dedicated service to the City of Columbia.

Daniel J. Rickenmann
Mayor

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

William Brennan
District III, Council Member

Aditi Bussells
At-Large, Council Member

Tina N. Herbert
District I, Council Member

Peter M. Brown
District IV, Council Member

Tyler D. Bailey
At-Large, Council Member



MEETING DATE: August 19, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve the renewal of Con-Smartnet Software Services, as requested by the Information Technology Department on August 1, 2025. Award to Presidio Networked Solutions using the South Carolina State Contract in the amount of \$62,870.17. This vendor is located in Raleigh, NC.

REQUISITION NO.: R236034

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Information Technology - Maintenance and Service Contract (1011120-638200). The original budget amount is \$62,870.17.

SC State Contract #4400027300

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:** CC Memo SmartNet (PDF)
- **#b:** Renewal Quote (Presidio) (PDF)



To: Shannon Lizewski, Procurement and Contracts Department
From: Sylvia White, Information Technology Department (IT)
Subject: Renewal of Cisco Con-Smartnet
Date: August 6, 2025

BACKGROUND:

Renewing the Cisco SmartNet Total Care (SmartNet) maintenance agreement is essential for sustaining the reliability, security, and efficiency of our network infrastructure. This proactive support service ensures minimal downtime, access to critical updates, and expert assistance, thereby safeguarding our business operations.

DISCUSSION:

Key Benefits include:

24/7 Expert Technical Support:

SmartNet provides around-the-clock access to Cisco's Technical Assistance Center (TAC), staffed by certified experts who can promptly address and resolve network issues.

Rapid Hardware Replacement:

In the event of hardware failure, SmartNet offers expedited replacement options, including 2-hour, 4-hour, or next-business-day delivery, depending on the selected service level. This minimizes operational disruptions and maintains service continuity.

Access to Software Updates and Security Patches:

Subscribers receive timely operating system updates and security patches, ensuring that network devices remain protected against vulnerabilities and compliant with industry standards.

Enhanced Operational Efficiency:

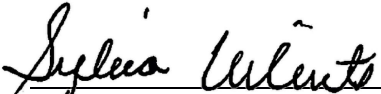
SmartNet includes smart capabilities that provide actionable insights into our network assets, facilitating proactive maintenance and efficient incident management.

Risk Mitigation and Business Continuity:

By ensuring rapid issue resolution and system recovery, SmartNet reduces the risk of prolonged outages that could impact productivity and revenue.

BUDGETARY CONTEXT:

The cost of the renewal is included in the 2025-2026 budget.

 8/6/2025
 Sylvia White Date


QUOTE: 2001725065929-02

DATE: 07/10/2025

PAGE: 1 of 1

TO:
 City of Columbia, SC
 Chris Maron
 1401 Main Street
 Columbia, SC 29201

 christopher.maron@columbiasc.gov
 (p) 803.737.4221
 (f) 803.737.4228

FROM:
 Presidio Networked Solutions LLC
 Paul Strangie
 5444 Wade Park Boulevard
 Suite 150
 Raleigh, NC 27607

 pstrangie@presidio.com
 (p) +1.407.284.6658

Customer#: CITYO418

Contract Vehicle: South Carolina Cisco Hardware and Software Products and Services 4400027300

Account Manager: Mike Whitehurst

Inside Sales Rep: Paul Strangie

Title: City of Columbia - Smartnet renewal 2025-26

#	Part #	Description	Unit Price	Qty	Ext Price
1	CON-SMARTNET RENEWAL	CON-SMARTNET RENEWAL	\$62,870.17	1 for 12 mo(s)	\$62,870.17
		Start Date: 09/01/2025			
		End Date: 08/31/2026			
		Comments: QUOTE #491948816			

Sub Total:	\$62,870.17
Grand Total:	\$62,870.17

TERMS AND CONDITIONS OF 4400027300 SHALL GOVERN THIS QUOTE

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date



MEETING DATE: August 19, 2025

DEPARTMENT: Office of Business Opportunities

FROM: *Ayesha Driggers, Director*

SUBJECT: Council is asked to approve a Grant Agreement for Strategic Planning, Capacity Building, Market Expansion, and Workforce Development, as requested by the Office of Business Opportunities on August 6, 2025. Award to DESA, Inc., in an amount not to exceed \$250,000. The initial term of the agreement will take effect upon signed execution of agreement with an end date twelve (12) months from commencement and the option to renew for one (1) additional one-year period. The firm is located in Columbia, SC.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Admin Assistant City Manager - Professional Services (5511109-636600)

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Growth

ATTACHMENTS:

- **#a:** 2025 Grant Agreement Memo (PDF)
- **#b:** Business Development Grant Agreement DESA (PDF)



Office of Business Opportunities
1401 Main Street, Columbia, SC 29201 • Phone: 803-545-3955

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

CC: Ms. Teresa Wilson, City Manager
Mr. Jeff Palen, Assistant City Manager

FROM: Ms. Ayesha Driggers, Director, Office of Business Opportunities

DATE: August 14, 2025

SUBJECT: Grant Agreement between the City of Columbia and DESA, Inc.

Purpose:

This memo requests City Council's approval of a Grant Agreement between the City of Columbia and DESA, Inc. in the amount of \$250,000 to support strategic business development activities.

Background:

The City of Columbia seeks to award a grant to DESA, Inc. to support initiatives including strategic planning, capacity building, market expansion, and workforce development. The grant will be administered over an initial one-year term with an option to renew for one additional year upon mutual agreement and funding availability.

Key Terms of the Agreement:

- **Grant Amount:** \$250,000, to be disbursed in quarterly payments of \$62,500.
- **Use of Funds:** Funds may be used for eligible activities such as consulting, training, outreach, development of materials, program support, staffing, marketing, and technology tools. Funds may not be used for personal expenses, debt repayment, or lobbying.
- **Deliverables:** The Grantee will conduct surveys, provide input on procurement experiences, support business outreach, and help identify opportunities for increasing bid participation.
- **Performance Metrics:** The Grantee will report data including number of businesses served, training sessions held, new businesses started, jobs created or retained, and outreach activities.
- **Reporting Requirements:** A bi-annual report is due March 15, 2026, and a final report is due September 15, 2026.

Recommendation:

Staff recommends that City Council approve the Grant Agreement with DESA, Inc. and authorize the City Manager or designee to execute the Agreement and related documents.

Ayesha Driggers,

Director

Attachments

Business Development Grant Agreement

BUSINESS DEVELOPMENT GRANT AGREEMENT

Business Development Agreement (the "Agreement"), effective _____ is entered into between the following parties:

Grantor:

City of Columbia, Office of Business Opportunities ("Grantor")
1401 Main Street, 4th Floor
Columbia, SC 29201
Contact Person/Title: Ayesha Driggers, Director
Phone: 803-545-3950 EMAIL: Ayesha.Driggers@columbiasc.gov

Grantee:

Owner Name: Diane Sumpter
Business Name: DESA, Inc.
Business Address: 400 Percival Road
City, State Zip: Columbia, SC 29206

WHEREAS, this Grant Agreement ("Agreement") is entered into by and between the City of Columbia ("Grantor") and DESA, Inc. ("Grantee") for the purpose of supporting the Grantee's business development activities, including but not limited to strategic planning, capacity building, market expansion, and workforce development; and

WHEREAS, the Grantor has authorized a grant in the amount of \$ 250,000 for the purpose of making a grant to the Grantee under such terms and conditions as may be prescribed by the Grantor.

WHEREAS, the term of the Agreement is the date of the execution of this Award 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 one (1) additional one (1) year periods at the mutual pleasure of both parties.

The decision whether to extend the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to 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.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements, the parties agree as follows:

1) Grant Amount: Subject to the terms and conditions of this Agreement, the Grantor hereby agrees to provide the Grantee with quarterly payments of \$ 62,500. This grant is not transferable.

2) Grant Condition: The Grantee agrees to provide reports as indicated in this agreement.

3) Funding. The grant shall be funded in accordance with the procedures, requirements, terms and conditions set forth by the Grantor.

A. ALLOWABLE USE OF FUNDS

Grant funds may be used for the following eligible activities:

- Business consulting and technical assistance
- Entrepreneurial training workshops and seminars
- Outreach to underserved business communities

- Development of business resource materials and toolkits
- Support for business incubator or accelerator programming
- Staff salaries directly tied to program delivery
- Program-related marketing and technology tools

No funds may be used for personal expenses, debt repayment, or lobbying activities.

B. DELIVERABLES AND PERFORMANCE METRICS

Grantee agrees to deliver the following outcomes, as outlined below:

- Perform a Citywide Small Business Impact & Needs Assessment Survey – identify barriers, growth needs, and participation gaps across business sectors
- Provide vendor input of procurement experience
- Participate in external meetings to provide community input on dashboard recommendations
- Identify potential prime and subcontractor businesses who are new or are not responding to eligible opportunities
- Provide the City with ideas for increasing the number of bid responses

Grantee agrees to report the following metrics, as outlined below:

- Number of businesses served
- Number of training sessions held
- Number of new businesses started
- Number of jobs created or retained
- Summary of outreach activities

Performance will be evaluated based on submitted reports and data.

C. REPORTING REQUIREMENTS

Grantee shall provide the following written reports to the City of Columbia Office of Business Opportunities:

- Bi-Annual Report – detailing activities, participant data, and measurable outcomes (due by March 15, 2026)
- Final Report – comprehensive summary of activities, impact, and program highlights (due by September 15, 2026)

Section 1. REPRESENTATION AND WARRANTIES

Section 1.01. Application. As an inducement to the Grantor to enter into this Agreement and make the grant to the Grantee, the Grantee represents and warrants to the Grantor as set forth in this Agreement, that each such representation and warranty shall be true, accurate and complete as of the date of grant

acceptance. Should any such representation and warranty cease to be true, accurate and complete, the Grantee shall immediately provide written notice thereof to the Grantor.

Section 1.02. Standing. Each Grantee which is other than a natural person is (a) duly organized, validly existing and in good standing under the laws of the State of its organization as reflected in the grant documents, and (b) qualified to do business and in good standing in all other jurisdictions where its conduct of business, ownership of property or other activity requires such qualification and standing.

Section 1.03. Capacity. Each Grantee has full power, authority and legal right (without any further registration with, notice to, consent or approval of, or other action by any Person) to (a) own its assets and properties, (b) conduct its business, and (c) to execute and deliver and perform and observe its obligations under each and every grant document to which it is, or becomes a signatory.

Section 1.04. Accuracy of Information. All financial and other information (including without limitation all representations, warranties and other statements contained in each grant document) provided to the Grantor by or on behalf of any Grantee, whether oral or written, is true, accurate and complete, without any material misstatement or omission of fact.

Section 1.05. Taxes. Each Grantee has filed, when due, all tax returns and reports required of it, and has paid (or made adequate provision for payment of) all taxes, assessments, license and franchise fees and all other fees and charges imposed by any governmental authority on such Grantee's income, assets and franchises except such taxes, assessments, fees and charges as are not yet due and payable.

Section 2. COVENANTS OF GRANTEE

Section 2.01. Application. Until each and every obligation has been satisfied in full, the Grantee shall comply, or cause compliance, with each and every one of the covenants set forth in this agreement.

Section 2.02. Insurance. The Grantee shall maintain such insurance, and provide evidence thereof to the Grantor as the Grantor may require in its sole discretion.

Section 2.03. Right of Inspection. The Grantor or its representatives shall be permitted, at any reasonable time and from time to time, to audit, examine and copy or take abstracts from the books and records of the Grantee.

Section 3. TERMINATIONS & DEFAULT

Section 3.01. Termination of Agreement for Cause. If, through any cause, the Grantee shall fail to fulfill in a timely and proper manner these obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under this Agreement shall become the property of the City.

Notwithstanding the above, the Grantee shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Grantee and the City may withhold any payments to the Grantee until such time as the exact amount of damages due to the City from the Grantee is determined.

Section 3.02. Termination for Convenience of the City. The City may terminate this Agreement at any time by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Paragraph 5 above shall, at the option of the City, become its property.

Section 3.03. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTEE:

Signature: _____ **Date:** _____

Printed Name of Grantee: _____

Title: _____

Business Name: _____

Please check one: **Check To Be Picked-Up:** _____ **Check Mailed:** _____

GRANTOR:

Signature: _____ **Date:** _____

Printed Name of Grantor: _____

Title: _____

Business Name: _____



MEETING DATE: August 19, 2025

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: 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 South Carolina State and North Carolina Sheriffs' Association Contracts in the total amount of \$433,144.56.

REQUISITION NO.: R235911, R235897, R235795

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Item	Vendor	Vehicle/Heavy Equipment	Procurement Method	Amount
a.	Versalift North Carolina, LLC Burlington, NC	One (1) 2025 International MV607 Versalift Truck for the Fleet Services Division, as requested on July 25, 2025.	NC Sheriffs' Contract #26-10-0422	\$181,546.00
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$181,546.00.</i>				
b.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	Two (2) 2025 Chevy 1500 Silverado Trucks for the Columbia Canal Water Treatment Plant, as requested on July 24, 2025.	SC State Contract #4400035155	\$91,271.20
<i>Funding Source: Utilities Columbia Canal Water Treatment Plant - Auto, Trucks, Heavy Equipment -Capital (5516206-658500). The original budget amount is \$91,271.20.</i>				
c.	Parks Chevrolet SPG, LLC Spartanburg, SC	Two (2) 2024 Chevrolet 5500 Trucks for the Wastewater Maintenance Division, as requested on	SC State Contract #4400035156	\$160,327.36

	July 21, 2025.	
<i>Funding Source: Utilities Wastewater Maintenance – Auto, Trucks, Heavy Equipment-Capital (5516205-658500). The original budget amount is \$160,327.56.</i>		
Total		\$433,144.56

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.

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:** Versalift Quote (1) (PDF)
- **#b:** North Carolina Sheff Aassociation Contract #26-10-0422 (PDF)
- **#c:** Alan Jay Sales Quote (PDF)
- **#d:** Parks Chevrolet Quote (PDF)



P.O. Box 3217
 Burlington N.C. 27215-3217
 (336) 228-1722 • FAX (336) 228-7205
 Physical Address: 614 East Hanover Road, Graham, NC 27253

Sheriffs Contract 26-10-0422
City of Columbia, SC
Billy Bowers
Assistant Fleet Administrator
Fleet Services
2910 Colonial Drive, Columbia SC 29203
Office Phone: 803-545-3811
William.Bowers@columbiasc.gov

Minimum Chassis Specs

- **2025 Chassis**
- 120" cab to axle
- Automatic transmission with PTO opening
- Diesel engine 350 hp
- Locking differential
- 75" AF
- 6 switches in dash
- Remote engine start stop
- 1000 rpm throttle with PTO engaged
- A/C
- AM/FM stereo blue tooth
- Air ride driver seat and passenger seat
- Paint white
- Glad hands at rear of chassis

Lift Specs

- Versalift Over Center Aerial Platform
- Model VO-270-E/75' Working Height
- Upper Boom Travel 245°
- Lower Boom Travel 35° Past Vertical
- 18" Isolation Gap in Lower Boom
- Rotation Continuous 360°
- Upper Boom Ratchet Tie Down
- One Man Manual Tilt Bucket (350lbs Cap)
- Bucket 24" x 24" x 42" Deep
- Hyd. Tool Circuit at Bucket
- Single Upper Control w/Emergency Stop



P.O. Box 3217
 Burlington N.C. 27215-3217
 (336) 228-1722 • FAX (336) 228-7205
 Physical Address: 614 East Hanover Road, Graham, NC 27253

- Open Center Hyd. System 7GPM @2900PSI
- A-Frame Outriggers with Interlocks

Body Specs

- 11ft Flatbed Body
- 34in Cross Box
- Shelves and J-Hooks
- Diamond Plate Floor on Flatbed
- Powder Coated Black Flatbed
- D-Rings for Tying Down Mats or Plywood
- Locks Keyed Alike
- Outrigger Pad Holders with Pads
- 4 Strobe Lights
- Wheel Chock Holders with Chocks
- LED Lights
- Pintle Hitch
- Electric Brake Controller
- 6 Pin and 7 RV Trailer Connector
- Full Length Cab Guard

Total Sheriffs Contract Price FOB Columbia, SC \$181,546.00 each

Options:

Stock VO270E RTG per below specs in lieu of Sheriffs Contract specs above to meet customer requirements including 2025 International MV607 4x2...ADD \$ 23,579.00 each

Cone holder and tool circuit jumper hose..... ADD \$270.00 each

RTG Unit Specs:

Aerial: Versalift over center, Model VO270 Rear mount, elevator-75 ft vertical working height, 50 ft side reach, Upper boom with 245 degrees travel, lower boom with 124 degree travel, 360 continuous rotation, both booms dielectrically tested, one man bucket-350 lb. capacity with liner & cover, manual



P.O. Box 3217
 Burlington N.C. 27215-3217
 (336) 228-1722 • FAX (336) 228-7205
 Physical Address: 614 East Hanover Road, Graham, NC 27253

tilt to dump water & rescue, pistol grip control at bucket, hydraulic tool circuit at bucket, A-frame outriggers, outside interlocks, outrigger motion alarm, electric shift PTO, Versalift Operator/parts manuals

Chassis: 2025 International MV607 4x2, regular cab chassis, white in color, 25,999 GVWR, 300 HP Cummins diesel, Allison 2500 RDS automatic transmission, Engine exhaust brake, Engine block heater, Driver controlled rear locking differential, Air brakes, air dryer, 50-gallon aluminum fuel tank, front tow hooks, 11R22.5 tires with traction tires rear, Vinyl bench seat, Air conditioning, AM/FM/Bluetooth radio, plus extras

Body: 12 ft steel flatbed (**black in color**), LED amber strobes front and rear, cab guard, back up alarm, 20,000 lb. capacity tow package with pintle hook, two (2) wheel chock holders and chocks, Fire extinguisher, DOT triangle kit, road tested & DOT inspected, electric trailer brake control, outrigger pads and holders

Toolbox: 34" W cross toolbox with locking doors and security bars (white in color) barn door driver's side, 1-door passenger side

North Carolina Sheriffs' Association Contract Award Agreement

Heavy Equipment Procurement Program Bid 26-10-0422

We are pleased to announce the North Carolina Sheriffs' Association has successfully completed its statewide competitive award for heavy equipment. All local government units are eligible to utilize this competitively bid contract while keeping with their local governing purchasing ordinances. Bid 26-10-0422 will be effective May 18, 2025 through May 17, 2026.

Congratulations, your company has been included on the Association's price sheet contract controlled by the North Carolina Sheriffs' Association's Solicitation for Bids and Contract Terms and Conditions.

By the award of this contract based on your company's bid for Solicitation Number 26-10-0422, all terms and conditions set forth in the Solicitation for Bids and Contract Terms and Conditions are incorporated herein by reference and agreed to by the Contractor and the North Carolina Sheriffs' Association.



Signature of Authorized Representative

Jackie Turner

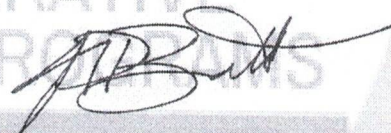
Printed Name of Authorized Representative

FleetGenius of NC Inc.

Contractor/Vendor Name (Please Print)

5/19/2025

Date



Signature of NCSA Contract Administrator

Jason D. Bennett

Printed Name of NCSA Contract Administrator

May 18, 2025

Date

Contract Number: 4400035155
Quote ID: 64855
Agency: COLUMBIA, CITY OF (SC)
Date: 7/22/2025

Thank you from the Alan Jay Fleet Team for the opportunity to provide this quotation for (2) 2025 CHEVY SILVERADO 1500 CREW CAB PICKUP 4WD WT 5.5' BED, please review carefully and contact us with any errors or changes.

MSRP:	\$49,290.00
Base Price:	\$42,060.00
Factory Options:	\$2,523.60
Aftermarket Options:	\$1,052.00
Vehicle Price:	\$45,635.60
Purchase Total:	Qty (2) \$91,271.20

Per attached vehicle specifications.

This quotation is valid as long as the manufacturer is accepting orders for the model year specified. Purchase orders received after factory order cutoff may not be honorable. The vehicle(s) offered on this quotation will be ordered in the color(s) listed. Please contact your Alan Jay sales representative with any questions you have on this quote.

Quoted By: MATT FORTE / 904-505-9682 / Matt.Forte@AlanJay.com



8.c

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4216	WWW.ALANJAY.COM	64855-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-505-9682	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
7/22/2025

PRICE QUOTE FORM

REVISED QUOTE DATE
7/22/2025

REQUESTING AGENCY	COLUMBIA, CITY OF (SC)			
CONTACT PERSON	BILLY BOWERS		EMAIL	WILLIAM.BOWERS@COLUMBIASC.GOV
PHONE	803-545-3811	MOBILE	FAX	

PRICED IN ACCORDANCE STATE OF SOUTH CAROLINA CONTRACT #: 4400035155

MODEL	CK10543 1WT	MSRP	\$49,290.00
2025 CHEVY SILVERADO 1500 CREW CAB PICKUP 4WD WT 5.5' BED			
CUSTOMER ID		GOVERNMENT PRICE	\$42,060.00

BED LENGTH

5.5' Bed

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
GAZ	Summit White	\$0.00
H2G	INTERIOR Jet Black, Vinyl seat trim	\$0.00
L3B	Engine, TurboMax	\$0.00
MFC	Transmission, 8-speed automatic, electronically controlled	\$0.00
1WT	OPTIONS Work Truck Preferred Equipment Group	\$0.00
SH1	Key equipment, two additional key fobs.	\$0.00
AKO	Glass, deep-tinted	\$0.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C49	Defogger, rear-window electric	\$0.00
C5W	GVWR, 7000 lbs. (3175 kg)	\$0.00
CGN	Chevytec spray-on bedliner, Black	\$0.00
CTT	Hitch Guidance	\$0.00
DLF	Mirrors, outside heated power-adjustable	\$0.00
FE9	Emissions, Federal requirements	\$0.00
G80	Auto-locking rear differential	\$0.00
GU6	Rear axle, 3.42 ratio	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00
JL1	Trailer brake controller, integrated	\$0.00
NZZ	Skid Plates	\$0.00
PCV	WT Convenience Package	\$0.00
PEB	WT Value Package	\$0.00
QDV	Tires, 265/70R17 all-terrain, blackwall	\$0.00
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel	\$0.00
VQ2	Fleet Processing Option	\$0.00
VQO	LPO, Black work step	\$0.00
XCQ	Tire, spare 265/70R17SL all-season, blackwall	\$0.00
Z82	Trailer Package	\$0.00
---	Option/package discount	\$0.00
DMU	Dealer Markup	\$2,523.60
DISCOUNT	[Base Price] - [Government Discount] + [Draft] = [Vehicle Cost] \$45,960.00 - \$3,900.00 + \$0.00 = \$42,060.00	\$0.00

FACTORY OPTIONS \$2,523.60

AFTERMARKET OPTIONS	DESCRIPTION	
TRANSPORT	TRANSPORATION TO CUSTOMER.	\$1,052.00

AFTERMARKET OPTIONS \$1,052.00

PRICED IN ACCORDANCE STATE OF SOUTH CAROLINA CONTRACT #: 4400035155

TRADE IN

TOTAL COST

\$45,635.60

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S)

QTY

2

\$91,271.20

Estimated Annual payments for 60 months paid in advance: \$10,492.57 Extended: \$20,985.14
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

MATT FORTE

GOVERNMENT ACCOUNT MANAGER Matt.Forte@AlanJay.com

"I Want to be *Your Fleet Provider*"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work TruckMSRP:\$46,000.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, TurboMax

Transmission, 8-speed automatic, electronically controlled

OPTIONS

CODE	MODEL	MSRP
CK10543	[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck	\$46,000.00
OPTIONS		
1WT	Work Truck Preferred Equipment Group	\$0.00
5H1	Key equipment, two additional key fobs.	\$45.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C5W	GVWR, 7000 lbs. (3175 kg)	\$0.00
CGN	Chevytec spray-on bedliner, Black	\$545.00
CTT	Hitch Guidance	Inc.
FE9	Emissions, Federal requirements	\$0.00
G80	Auto-locking rear differential	\$395.00
GAZ	Summit White	\$0.00
GU6	Rear axle, 3.42 ratio	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00
JL1	Trailer brake controller, integrated	\$275.00
L3B	Engine, TurboMax	\$0.00
MFC	Transmission, 8-speed automatic, electronically controlled	\$0.00
NZZ	Skid Plates	\$150.00
QDV	Tires, 265/70R17 all-terrain, blackwall	\$200.00

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Data Version: 24569. Data Updated: Jan 27, 2025 6:43:00 PM PST.



Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel	\$0.00
VQ2	Fleet Processing Option	\$0.00
VQO	LPO, Black work step	\$575.00
XCQ	Tire, spare 265/70R17SL all-season, blackwall	Inc.
Z82	Trailer Package	\$425.00
—	Option/package discount	(\$1,350.00)
SUBTOTAL		\$47,260.00
Adjustments Total		\$0.00
Destination Charge		\$1,995.00
TOTAL PRICE		\$49,255.00

FUEL ECONOMY

Est City:17 MPG

Est Highway:20 MPG

Est Highway Cruising Range:480.00 mi

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Standard Equipment

Package	Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam
Mechanical	Durabed, pickup bed
	Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.)
	Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) TurboMax engine. Requires (AZ3) front 40/20/40 split-bench seats.)
	Rear axle, 3.42 ratio
	GVWR, 7000 lbs. (3175 kg) (STD) (Requires Crew Cab or Double Cab 4WD model and (L3B) TurboMax engine.)
	Push Button Start
	Automatic Stop/Start (Not available with (5W4) Special Services Package, (9C1) Police Pursuit Package or (FHS) E85 FlexFuel capability.)
	Transfer case, single speed electronic Autotrac with push button control (4WD models only)
	Four wheel drive
	Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power
	Alternator, 220 amps (Included with (L3B) TurboMax engine, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package.)
	Recovery hooks, front, frame-mounted, Black
	Frame, fully-boxed, hydroformed front section
	Suspension Package, Standard
	Steering, Electric Power Steering (EPS) assist, rack-and-pinion
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Brake lining wear indicator
	Capless Fuel Fill
	Exhaust, single outlet
Exterior	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Exterior

Tires, 255/70R17 all-season, blackwall (STD)
Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)
Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare
Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door
Bumpers, front, Black (semi-gloss)
Bumpers, rear, Black (semi-gloss)
CornerStep, rear bumper
Cargo tie downs (12), fixed rated at 500 lbs per corner
Headlamps, halogen reflector with halogen Daytime Running Lamps
IntelliBeam, automatic high beam on/off
Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel (incandescent on Regular Cab models, LED on Crew Cab and Double Cab models)
Taillamps with incandescent tail, stop and reverse lights
Mirrors, outside manual, Black (Standard on Crew Cab and Double Cab models only. Not available on Regular Cab models.)
Glass, solar absorbing, tinted
Door handles, Black
Tailgate and bed rail protection cap, top
Tailgate, standard
Tailgate, locking utilizes same key as ignition and door (Removed when (QT5) EZ Lift power lock and release tailgate is ordered.)
Tailgate, gate function manual, no EZ Lift

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)
Sirius XM, delete (Can be upgraded to (U2K) SiriusXM.)
Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
Wireless phone projection for Apple CarPlay and Android Auto
Bluetooth for phone, connectivity to vehicle infotainment system
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
Seat trim, Vinyl
Seat adjuster, driver 4-way manual
Seat adjuster, passenger 4-way manual
Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)
Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
Steering wheel, urethane
Steering column, Tilt-Wheel, manual with wheel locking security feature
Steering column lock, electrical
Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
Driver Information Center, 3.5" diagonal monochromatic display
Exterior Temperature Display located in radio display
Compass located in instrument cluster
Window, power front, drivers express up/down
Window, power front, passenger express down
Windows, power rear, express down (Not available with Regular Cab models.)
Door locks, power
Remote Keyless Entry, with 2 transmitters
Cruise control, electronic with set and resume speed, steering wheel-mounted
Power outlet, front auxiliary, 12-volt
USB Ports, 2, Charge/Data ports located on instrument panel
Air conditioning, single-zone manual
Air vents, rear, heating/cooling (Not available on Regular Cab models.)
Mirror, inside rearview, manual tilt
Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Mechanical

Automatic Emergency Braking
Front Pedestrian Braking

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Safety-Mechanical	StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Safety-Exterior	Daytime Running Lamps with automatic exterior lamp control
Safety-Interior	Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
	OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)
	HD Rear Vision Camera
	Lane Keep Assist with Lane Departure Warning
	Following Distance Indicator
	Forward Collision Alert
	Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
	Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)
	Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
	Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

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ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Silverado TurboMaxTM engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Silverado TurboMaxTM engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Data Version: 24569. Data Updated: Jan 27, 2025 6:43:00 PM PST.

July 17, 2025 10:58 AM

**Proposal Prepared For**

City of Columbia
2910 Colonial Drive
Columbia SC 29201
william.bowers@columbiasc.gov
(803) 530-2635

2024 CHEVROLET 5500 MED DUTY

343863 • RH343863

Trim

Exterior

Interior

Miles

0

Your Deal Breakdown

MSRP / Market Value \$91,496.10

Savings -\$11,832.42

Adjusted Selling Price \$79,663.68

Sales Sub Total \$79,663.68

State Taxes And Fees \$500.00

Final Price \$80,163.68

Your Sales Consultant

Tom Leopard



jleopard@driveparksauto.com

(864) 582-9090

Guest Signature

Manager Signature

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic verbal and written communications including but not limited to email, text messaging, SMS, phone calls and direct mail. Terms and conditions subject to credit approval. For information only. This is not an offer or contract for sale.

SC STATE BID CONTRACT NUMBER: 4400035156

VENDER # 7000316590

SEE PAGE 2 FOR ADDITIONAL EQUIPMENT ADDED

JULY 17 2025

PRICE INCLUDES:

INSTALLED KNAPHEIDE 9' SERVICE BODY

STEP BUMBERS

LED LIGHTS

BODY PAINTED WHITE

2.5" RECEIVER @20,000 LBS W/ 7 WAY PLUG

BODY HAS 3 DOORS ON EACH SIDE CHEVY PROVIDED REAR CAMERA

360 DEGREES STROBE LIGHTS (2 ON EACH SIDE, 2 IN THE FRONT, 2 IN THE REAR)

SPRAY BED LINER IN BED OF SERVICE BODY /TOP SIDES OF SERVICE BODY



July 17, 2025 10:53 AM

Proposal Prepared For

City of Columbia
 2910 Colonial Drive
 Columbia SC 29201
 william.bowers@columbiasc.gov
 (803) 530-2635

Your Deal Breakdown

MSRP / Market Value	\$91,496.10
Savings	-\$11,832.42
Adjusted Selling Price	\$79,663.68
Sales Sub Total	\$79,663.68
State Taxes And Fees	\$500.00
Final Price	\$80,163.68

**2024 CHEVROLET 5500/ SERVICE BODY**

FK3812 • 1HTKJPKV6RH343812

Trim

Exterior White

Interior Dark Ash Seats With Jet Black

Interior Accents

Miles 6

Your Sales Consultant

Tom Leopard

TL

jleopard@driveparksauto.com

(864) 582-9090

Guest Signature

Manager Signature

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic verbal and written communications including but not limited to email, text messaging, SMS, phone calls and direct mail. Terms and conditions subject to credit approval. For information only. This is not an offer or contract for sale.

SC STATE BID CONTRACT NUMBER: 4400035156

VENDER # 7000316590

See page 2 for additional equipment added

JULY 17 2025

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SPRAY BED LINER IN BED OF SERVICE BODY /TOP SIDES OF SERVICE BODY



MEETING DATE: August 19, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Professional Services Contract for Columbia Canal Embankment Field Observation and Evaluation Services, as requested by Columbia Water on July 31, 2025. Award to Chao and Associates, Inc., in an amount not to exceed \$135,000.00. The initial term of the contract will take effect upon issuance of a 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 Columbia, SC.

REQUISITION NO.: R234117

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Hydro Electric Plant Operation - Special Contracts Water/Sewer, Stormwater (5556101-638305). The original budget amount is \$135,000.00.

This Contract is awarded under procurement method Columbia Code of Ordinance Chapter 2 Article V Sec. 2-204.1 Competitive bidding required; exceptions.

The purpose of this project is to assist the City of Columbia in the maintenance and inspection services needed to maintain FERC compliance. The services performed as a part of this Scope of Service include landscaping and herbicide application services for our annual inspection readiness.

ATTACHMENTS:

- **#a:** WM4167_Canal Embankment Observation (Chao) MT Memo_FY26 (PDF)
- **#b:** Chao and Associates. Consultant Services for Field Observation - Columbia Canal.ProfessionalServiceContract.2025 (PDF)



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

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

DATE: August 19, 2025

SUBJECT: Recommendation for Approval
Sole Source Agreement – Chao & Associates, Inc.
WM4167 – Canal Embankment Observation

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the FY26 sole source agreement with Chao & Associates, Inc. to provide funding for vegetation control and inspection services. The amount for this Contract is \$135,000.00.

The purpose of this project is to assist the City of Columbia in the maintenance and inspection services needed to maintain FERC compliance. The services performed as a part of this Scope of Service include landscaping and herbicide application services for our annual inspection readiness.

This Project is not a Clean Water 2020 project, therefore it is not directly related to Consent Decree (CD) requirements or clauses.

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



CONTRACT FOR PROFESSIONAL SERVICES

This Contract is awarded under procurement method Columbia Code of Ordinance Chapter 2 Article V Sec. 2-204.1 Competitive bidding required; exceptions.

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 Chao and Associates, Inc., (hereinafter referred to as the “Consultant,”), to continue field observation/evaluation services for the Columbia Canal Embankment for the City of Columbia, SC.

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

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

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

4. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of 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 Consultant shall complete any and all services performed under this Contract within the timeframes as outlined in Exhibit A, attached hereto.
6. **COMPENSATION** – (See Exhibit A)

- A. The total compensation to be paid by the City to the Consultant under this Contract shall not exceed One Hundred Thirty-Five Thousand Dollars and No/100 (\$135,000.00).

- 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 period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.
- C. Invoicing Procedure
Failure of the Consultant to follow these invoice requirements will result in the delay of payment of the invoice.
- D. Prompt Payment to Subconsultants and Material Suppliers (Use Prompt Payment Affidavit)
1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
 2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.
 3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.
 4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
 5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultants sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.
 6. Failure to comply with these prompt payment requirements is a breach of this Contract. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.
- E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

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

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

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

F. Subcontracting Goals

Under this Contract, the subcontracting goals are as follows:

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

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

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

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. The MPP Implementation Plan is attached hereto as Exhibit E.

8. INDEMNIFICATION & INSURANCE

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

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

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

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

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

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

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

injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

9. **PERMITS & LICENSES**

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

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

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

The Consultant is expected to make Consultant services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Consultant has provided a list of all of

its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Contract.

12. **TERMINATION OF CONTRACT** – The City may terminate this Contract at any time upon any of the following grounds:
 - A. **DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term;
 - B. The Consultant fails to perform any of the services required in this Contract and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
 - C. Force Majeure;
 - D. The City, at its sole option and discretion, has the right to terminate this Contract for any reason whatsoever. A termination for default under this Contract, if wrongfully made, shall be treated as a termination for convenience under this clause;
 - E. Upon expiration of the term of this Contract; and
 - F. By mutual Contract.
Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Contract prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Consultant. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under this Contract. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.
13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Contract shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Contract.
14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Contract shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Contract.
15. **NOTICE** - All notices and communications in connection with this Contract will be addressed to the following:

Chao and Associates, Inc.
Columbia Canal Embankment Field Observation Services

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

Chao and Associates, Inc.

Name: David Chao
Title: President
Address: 7 Clusters Court
Columbia, SC 29210
Phone: (803) 772-8420
Email: consult@chaoinc.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 Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultant's possession or control that relate in any manner to the Consultant's performance under this Contract ("Preserved Documents"). Upon the Consultant's performance of all services required under this Contract, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Contract.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent

Decree. The City reserves all other remedies available for the Consultants failure to perform pursuant to the Contract.

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

17. MISCELLANEOUS

- A. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- B. The Consultant shall be responsible for performance of all services required by this Contract. The Consultant does not act as the City's agent or employee.
- C. The Consultant will not assign or sublet its obligations to perform the services required by this Contract without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.
The Consultant shall furnish and its Subconsultants shall furnish all information and reports required hereunder.
- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Contract, the Consultant agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Contract, if any, shall not be construed against the City.
- E. This Contract shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Contract and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.
- F. This Contract represents the entire Contract between the City and the Consultant and supersedes all prior communications, negotiations, representations or Contracts, either written or oral. The parties may amend this Contract at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.
The City may, in its discretion, amend this Contract to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Contract, such modifications will be incorporated only by written amendment signed by both the City and the Consultant.
- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Contract at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Contract shall not constitute waiver of a subsequent breach.

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

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

Chao and Associates, Inc.
Columbia Canal Embankment Field Observation Services

that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____	_____	_____
Witness	Teresa Wilson, City Manager	Date:

CHAO AND ASSOCIATES, INC.

_____	_____	_____
Print: Name/Title	Signature	Date:

(Corporate Seal)

Attest

_____	_____
Signature	Date:

List of Exhibits

Exhibit A – Scope of Services

Exhibit A



July 18, 2025

W. Frank Eskridge, P.E.
 Director of Utilities
 Department of Utilities Operations
 City of Columbia
 PO Box 147
 Columbia, SC 29217

Sent via email: william.eskridge@columbiasc.gov

Re: Proposal to Continue Field Observation/Evaluation Services from
 July 1, 2025 thru June 30, 2026 for the Columbia Canal Embankment
 C&A Project No. 398809C-18

Dear Mr. Eskridge,

Project Understanding

The scope of services detailed below outline the continuing observation requirements by Federal Energy Regulatory Commission and additional engineering support for the Columbia Canal Embankment outlined in the Columbia Canal West Embankment – Phase 2 report prepared by Chao and Associates, Inc. dated January 5, 2012. These fees reflect a continuance of our current services beginning FY 25-26 starting July 1, 2025 until June 30, 2026.

Scope of Services

Continuing Observation

1. Perform bi-monthly field observations (every two months) of the top and bottom of the embankment and submit field report.
2. Perform observation of entire length of embankment immediately (within 24 hrs) of a significant rain event (10-year storm $\geq$ 5.3 inches of rain in 24 hrs) and/or wind event ($\geq$ 40 mph). Based upon NOAA historical weather event records for Richland County there are on average seven events per year.
3. Perform bi-monthly (every two months) grass and top of the embankment field observations (alternate months between item #1 above)
4. Attendance at annual FERC inspection expect to be held in June 2026.
5. Cutting of the grass and spraying the approved SCDES herbicides (as needed) on the west embankment prior to each bi-monthly observations and FERC inspection (expect 3 cuttings this FY). Should additional cuttings be required the fee is estimated to be \$25,000/cutting.

Subcontract for grass cutting (3):	\$75,000(est.)
Site observation Fee:	<u>\$60,000</u>
Total for FY 25-26:	\$135,000



Columbia Canal Observations

We will provide our services on an hourly rate basis. The hourly rate schedule is attached. The direct expenses and subconsultant's fee will be invoiced at a 1.10 multiplier. Because of the indeterminate nature of an inspection and repair program such as this, we view the above fees as estimates, which will not be exceeded without prior discussion and agreement with the City of Columbia.

If you have any questions, or require any additional information, please do not hesitate to contact us.

Respectfully submitted,
Chao & Associates, Inc.



Tawei D. Chao, PE
President

cc: Dana R. Higgins, PE; Director of Engineering
Alejandra Beier, Ph.D; Drinking Water Compliance Manager

Attachment: Standard Hourly Rate Schedule





Standard Rate Schedule

Expert Witness	\$350/hr
Principal	\$250/hr
Project Manager	\$180/hr
Project Engineer	\$160/hr
Engineer	\$150/hr
Senior CADD Technician	\$110/hr
Senior Designer	\$100/hr
Junior Designer	\$90/hr
Inspector	\$85/hr
Clerk	\$70/hr
Registered Land Surveyor	\$115/hr
Two Man Station	\$210/hr
Three Man Station	\$260/hr

Reimbursable Schedule

Mileage	\$0.70/mile
GPR Testing	\$1,500/day
Color Prints (8 ½ x 11)	\$1.00/Sheet
Black Prints (8 ½ x 11)	\$0.15/sheet
Color Prints (8 ½ x 14)	\$1.50/sheet
Black Prints (8 ½ x 14)	\$0.20/sheet
Color Prints (11 x 17)	\$3.00/sheet
Black Prints (11 x 17)	\$1.50/sheet
Color Prints (24 x 36)	\$4.50/sheet
Black Prints (24 x 36)	\$3.00/sheet





MEETING DATE: August 19, 2025

DEPARTMENT: Engineering Department

FROM: *Dana Higgins, Director of Engineering*

SUBJECT: Council is asked to approve a Memorandum of Agreement to provide funding for water, sewer and stormwater infrastructure improvements along the Bluff Road Corridor for the Station at Congaree Pointe, as requested by Columbia Water on August 5, 2025. Award to the Columbia Empowerment Zone, Inc. in the amount of \$1,650,000.00.

REQUISITION NO.: R236128

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Capital Improvement Program Project Funding Water/Sewer/Storm (5529999-WM4868-658650, 5529999-SS7661-658650, and 5549999-SD8545-658650). The original budget amount is \$1,650,000.00.

CLEAN WATER 2020?: No

These improvements will support the infrastructure for the new City of Columbia Judicial Center-Municipal Court and Columbia Police Substation located at 3720 Bluff Road; support an inter-governmental catalyst effort that promotes Columbia as a livable city; enhance the image of the area; and spur development within an underserved corridor that leads to the state's only national park and largest university.

ATTACHMENTS:

- **#a:** Congaree Pointe Judicial Center Memo (DOCX)
- **#b:** APPROVED - 25026989 - MOA Congaree Station)53025 Draft (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: August 19, 2025

SUBJECT: Recommendation for Approval
Funding agreement with Columbia Empowerment Zone
WM4868.SS7661.SD8545 Congaree Pointe

Columbia Water respectfully requests your review and approval of the Memorandum of Agreement between the City of Columbia and the Columbia Empowerment Zone, Inc. to provide funding in the amount of \$1,650,000.00. The funding source for this agreement is 552 9999 WM4868 658650, 552 9999 SS7661 658650, and 554 9999 SD8545 658650.

The purpose of this agreement is to support the new City of Columbia Judicial Center-Municipal Court and Columbia Police Substation located at 3720 Bluff Road.

- **Funding will support new gravity sewer line and new sewer pump station in the amount of \$550,000.00.**
- **Funding will support new waterline and fire protection in the amount of \$550,000.00.**
- **Funding will support new storm drainage and erosion control in the amount of \$550,000.00.**

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

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made on _____, by and between the Columbia Empowerment Zone, Inc. and Columbia Engineering Department of the City of Columbia. The parties thereby bind themselves to undertake a Memorandum of Agreement (MOA) under the following terms and conditions:

Term

The term of this Agreement shall be effective on the date of execution and will remain open until the project has been completed or all parties agree to terminate in accordance with termination guidelines.

Responsibilities of All Entities

Columbia Empowerment Zone, Inc.

1. Procure the contractor to perform the site work for the Congaree Station campus.
2. Oversee the construction management of the Congaree Station site work and the contractor for the site work.
3. Request payment from the Columbia Engineering Department once an approved invoice has been received up to the amount of \$1,100,000 for water and sewer installation (WM4868 and SS7661) and \$550,000 for storm drainage installation (SD8545).

Columbia Engineering Department

1. Pay invoices submitted by Columbia Empowerment Zone, Inc. for the Congaree Station campus up to the amount of \$1,100,000 for water and sewer installation (WM4868 and SS7661) and \$550,000 for storm drainage installation (SD8545).

Each party may disclose information which otherwise would be held as confidential if and to the extent that information is needed in order to ensure that agreement is properly executed.

All parties have full authority to execute and perform this Agreement. This Agreement represents a legal and binding obligations of all parties in accordance with the terms and standards established accordingly.

Termination

Any party may terminate its performance of related obligations under this Agreement if another party fails adhere and comply with the responsibilities, breach of terms or both collectively agree to terminate. In either case, the termination may be effective immediately upon notification in writing.

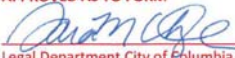
By signing, all parties agree to adhere to its provisions in accordance with to all of title terms and conditions established in this Agreement.

Columbia Empowerment Zone, Inc.

Date

City of Columbia

Date

APPROVED AS TO FORM

Legal Department City of Columbia, SC
7/21/2025



MEETING DATE: August 19, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Construction Contract for Project SD8494/SS7659; Louisa Street Stormwater Pond Retrofit and Sewer Replacement, as requested by Columbia Water on April 24, 2025. Award to Williams Infrastructure, LLC, in an amount not to exceed \$3,163,329.15, 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 sixty-five (365) days from commencement. This firm is located in Columbia, SC.

REQUISITION NO.: R233869

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Stormwater Improvement Capital Project Control - Louisa Street Wetland/Walkway - Capital Project Costs (5549999-SD849801-658650). The original budget amount is \$3,163,329.15.

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 scheduling, supply material review, and construction management services at 24.00% (\$660,173.04) of the total contract amount.

J.A. Mabus Construction, LLC, located in Leesville, SC, is the protégé and will provide sewer line installation and bypass services at 20.00% (\$550,144.20) of the total contract amount.

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

Hammerhead Utilities, located in Chapin, SC, will provide grading and storm drain installation services at 56.00% (\$1,540,403.76) of the total contract amount.

There were two (2) responsive and responsible bids received for this project under BID040-24-25-LB.

Base Bid	\$2,750,721.00
Contingency	\$ 412,608.15
Total	\$3,163,329.15

ATTACHMENTS:

- **#b:** Louisa Street Tear Sheet (PDF)
- **#c:** Official Bid Tabulation for Bid040 (PDF)
- **#d:** Compliance Memo (PDF)
- **#e:** Contract approved by Legal (PDF)
- **#f:** Williams Infrastructure BIR Form (PDF)



Infrastructure Investments

SD8498/SS7659 – Louisa Street Stormwater Retrofit and Sanitary Sewer Relocation

Project Description:

This project includes rehabilitation of an existing City owned stormwater detention pond and relocation/replacement of an existing sanitary sewer system. The project will be constructed on a City owned parcel located in a Lower Middle Income (LMI) area at the terminus of Louisa Street, adjacent to the Southern Railroad.

Objectives:

This project aims to improve water quality for one of the City's larger urban streams, Smith Branch.

Project Type:

Water Quality Stream Improvement

Council District: 2

Project Funding:

Funding will be provided by the City's Stormwater and Sanitary Sewer funds.

Council Request:

City Council is asked to approve a contract for construction services with Williams Infrastructure in the amount of \$3,169,079 which includes the base bid of \$2,755,721 and a 15% contingency. Construction completion is estimated at 18 months (mid-2027).

Project Contact:

Andrea Bolling, PE, City of Columbia
Deputy Director of Engineering
803.545.3379 andrea.bolling@columbiasc.gov

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



Louisa Street Stormwater

This map was prepared using
the City GIS Viewer
City of Columbia - GIS Division
7/16/2025 2:49 PM



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mi

CITY OF COLUMBIA
GIS DATA DISCLAIMER:
The City of Columbia GIS data represented
on this map or plan is the product of the
compilation of data produced by others.
It is provided for informational purposes only
and the City of Columbia makes no representation
as to its accuracy. Its use without field verification
is at the sole risk of the user.

Event Number	Bid040-24-25-LB Addendum 7	Organization	City of Columbia, SC
Event Title	Louisa Street Stormwater Pond Retrofit and	Workgroup	Purchasing
Event Description	Pre-Bid meeting will be held on June 3, 202	Event Owner	LaTrelle Bowdry
Event Type	IFBs	Email	vasthi.bowdry@columbiasc.gov
Issue Date	5/22/2025 01:00:01 PM (ET)	Phone	
Close Date	7/15/2025 02:30:00 PM (ET)	Fax	

OFFICIAL BID TABULATION #2

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Williams Infrastructure, LLC	Columbia	SC	7/15/2025 01:02:50 PM (ET)	1	\$2,750,721.00
mcclam & associates inc	little mountain	SC	7/15/2025 12:28:56 PM (ET)	1	\$2,776,149.75

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

Williams Infrastructure total bid amount is \$2,750,721.00 the correction has been made



CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: LaTonya Germany, Compliance Specialist
FROM: LaTrelle Bowdry, Procurement Specialist I
Department of Procurement and Contracts
DATE: July 22, 2025

PROJECT: BID040-24-25-LB Louisa Street Stormwater Pond Retrofit & Sewer Replacement MPP

Bids for this project were opened publicly at 2:30 p.m. on July 15, 2025 via Conference Call.

The apparent responsive low bidder is Williams Infrastructure of Columbia, SC at \$2,750,721.00.

Please review for compliance and return your approval as soon as possible. Also, please verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount.

Please indicate your approval with your signature below and return to me when you have completed your review.

Thank You.

Review Approved: *LaTonya B Germany*
LaTonya Germany, Compliance Specialist
Date: 07.23.2025

Contract

City of Columbia, South Carolina

Louisa Street Stormwater Pond Retrofit & Sanitary Sewer Replacement MPP

BID040-24-25-LB

This Contract is made by and between the City of Columbia, South Carolina, hereinafter called Owner, and **Williams Infrastructure, LLC** with legal address and principal place of business at **7401 Richland Street Columbia, S.C. 29209** 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 **Chao & Associates.**

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **three hundred (300)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional **sixty (65)** consecutive calendar days to final completion for a total construction time of **three hundred sixty-five (365)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP).

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 Million Seven Hundred Fifty Thousand Seven Hundred Twenty-One Dollars and Zero Cents (2,750,721.00).** This Contract also provides for an additional contingency in the amount of **Four Hundred Twelve Thousand Six Hundred Eight Dollars and Fifteen Cents (\$412,608.15)** 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", 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 1/15/2025.

9.2.10 Addenda numbers 1 to 7, 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
7/29/2025

Attest

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

Date: _____

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

APPENDIX - COMPANY OVERVIEW and CERTIFICATION AFFIDAVIT

Solicitation Name & Number: Louisa St. Stormwater Pond Retrofit: SS Repl. (SS7651/SD08190)
Point of Contact (POC) Name and Title: Joey Williams, Paces
POC Email: joey@williamsinfra.com **POC: Phone Number:** 803-814-3753
Organization Name: Williams Infrastructure, LLC
Headquarter Address: 7401 Richard St. **Local Address:** PO Box 6414
City, State Zip: Columbia, SC 29209 **City-State-Zip:** Columbia, SC 29260
Telephone No: 803-814-3753
Organization Website: www.williamsinfra.com
Sam.gov Unique Entity Identity (REQUIRED): M3F5K6R2U3PH3

Certified Business Designations:

SBE ☒ **MBE** ☐ **WBE** ☐ **CDBE** ☐ **LBE** ☒ **Other** ☐

In accordance with federal requirements, the City also encourages the use of firms located in labor Surplus areas. A Labor Surplus area is an area designated by the Secretary of Labor as having concentrated unemployment or underemployment in comparison with other areas. Used as one of the criteria for designating economically disadvantaged vendor/suppliers.

If your business is located in a labor surplus area, Please check here: ☐

Define the LSA here:

Certification of Non-Collusion

☒ The price or prices quoted in the attached solicitation are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest.

Organizational Conflict(s) of Interest Statement

No circumstances currently exist that create a Conflict of Interest on behalf of myself or my organization performing the services required by the Solicitation to which I am responding or the contract to be signed if I am the successful Bidder/Offeror/Respondent in response to this Solicitation.

Please check the appropriate box:

☐ Yes An actual or potential Conflict(s) of Interest exists. Please provide details in a separate attachment to this appendix.

☒ No There are no actual or potential Conflict(s) of Interest subject to disclosure.

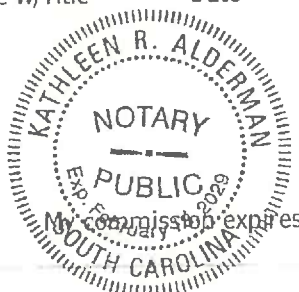
I certify this submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting for the same materials, supplies, or equipment, and is in all respects genuine, fair, and without sham, collusion or fraud. I agree to abide by all conditions of the solicitation and certify that I am authorized to submit this response. In submitting to an agency of the City of Columbia, the Respondent offers and agrees if the submittal is accepted, the Respondent will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Respondent.

Joseph E. Williams Joey Williams Paces 07/07/25 joey@williamsinfra.com
 Authorized Signature (Print) Authorized Signature w/Title Date Email Address

Subscribed and sworn to before me (required)

This 7 day of July, 2025

Kathleen Alderman
 (Notary Public)



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)
JA Mabus Construction	VD14318	sewer line installation, bypass	\$550,141.20	20.00%	SBE	
Hannashead Construction Utilities	VD14633	grading, storm drains	\$1,540,403.76	56.00%	SBE	
				%		
				%		
				%		
				%		

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 \$ 2,090,547.96

TOTAL CONTRACT AMOUNT: \$ 2,750,721.00

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

Business Name: Williams Infrastructure, LLC
 Representative Name/Title: Jacy Williams, Pres
 Date: 07/07/25

Business Information for Subconsultants/Subcontractors- Continued**List information for each Subcontractor or Subconsultant below.**1) Subcontractors Company information (Primary/Main office location)JA Mabus Construction

Company Name

377 McNeary Ferry Rd

Physical Address

Mailing Address

Leesville, SC 29070

City/State Zip Code

(803) 604-6331

Phone number

()

Fax number

Ashley Mabus

Primary Contact Name

Secondary Contact Name

ashleymabus@jamabusconstruction.com

Primary Contact Email Address

Secondary Contact Email Address

Sam.gov UEID #

Vendor #

V0143182) Subcontractors Company information (Primary/Main office location)Hannesthead Utilities, LLC

Company Name

11701 Broad River Rd.

Physical Address

Mailing Address

Chapin, SC 29036

City/State Zip Code

(803) 960-3046

Phone number

()

Fax number

Bill Head

Primary Contact Name

Secondary Contact Name

B.H @ Whulle.com

Primary Contact Email Address

Secondary Contact Email Address

Sam.gov UEID #

Vendor #

V014633

July 7, 2025

UPDATED BID FORM 1

Item No.	Description	Estimated Quantities	Unit	Unit Price	Total
2&3	Construction and Utility Survey, Stakes, Lines & Grades	1	LS	83,406.00	83,406.00
4	Traffic Control- Maintenance of Traffic	1	LS	26,923.00	26,923.00
5	Clearing, Grubbing and Demolition	1	LS	143,077.00	143,077.00
6	Sanitary Sewer Bypass Pumping	1	LS	14,000.00	14,000.00
7	12 Inch PVC Sanitary Sewer Pipe	1,021	LF	172.00	175,612.00
8	Abandon Existing Sewer Pipe with Flowable Fill	683	LF	34.00	23,222.00
9	Remove Existing Sewer Pipe	40	LF	55.00	2,200.00
10	Standard Sanitary Manhole	5	EA	8385.00	41,925.00
11	Excavation and Grading	25,033	CY	42.00	1,051,336.00
12	Pond Control Structure	1	EA	24,000.00	24,000.00
13	42" Reinforced Concrete Pipe -Class III	70	LF	441.00	30,870.00
14	60" Reinforced Concrete Pipe -Class III	56	LF	566.00	31,696.00
15	Straight Concrete Endwall - 42-inch Pipe	1	EA	9929.00	9,929.00
16	Straight Concrete Endwall - 60-inch Pipe	1	EA	13,252.00	13,252.00
17	6'x6'x7' Manhole with Weir	1	EA	24,828.00	24,828.00
18	12.5'x7.5' Concrete Anti Seep Collar	2	EA	16,063.00	32,126.00
19	Concrete Pipe Cradle for Spillway Pipe	70	LF	568.00	39,760.00
20	Class A Riprap for Slope and Channel Protection	440	SY	96.00	42,240.00
21	Class C Riprap for Slope and Channel Protection	152	SY	96.00	14,592.00
22	Class A Riprap Maintenance Access Road	173	SY	96.00	16,608.00
23	4" Top Soil	15,170	SY	2.00	30,340.00
24	SCDOT ROW SEED MIX	125,000	SF	0.25	31,250.00
25	RIPARIAN SEED MIX	52,000	SF	0.50	26,000.00
26	DEEP POOL PLANTINGS	1	LS	53,846.00	53,846.00
27	Temporary Chainlink Safety Fence (Site Protection for Construction)	1	LS	30,769.00	30,769.00
28	Silt Fence	4,250	LF	7.00	29,750.00
29	Replace/Repair Silt Fence	4,250	LF	3.00	12,750.00
30	Removal of Silt Retained by Silt Fence	4,250	LF	2.00	8,500.00
31	Pump Around Practice	1	LS	153,846.00	153,846.00
32	Pond Dewatering Practice	1	LS	76,923.00	76,923.00
33	Stone Construction Entrance	1	EA	8268.00	8,268.00
34	Erosion and Sediment Control	1	LS	71,077.00	71,077.00

35	Erosion Control Blanket	9,200	SY	4.00	36,800.00
36	Temporary Stabilization Seed and Mulch	12,864	SY	6.00	77,184.00
37	6 Ft. Chain Link Fence w/Gates	1,190	LF	67.00	79,730.00
38	6 Ft. Privacy Fence	475	LF	114.00	54,150.00
			SUBTOTAL		2,1628,853.00
1	Mobilization/Demobilization (Not to exceed 5% of subtotal of all items excluding mobilization/demobilization)	1	LS	121,868.00	121,868.00
		TOTAL			2,750,721.00

APPENDIX - BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned Williams Infrastructure, LLC as Principal, and Swiss Re Corporate Solutions America Insurance Corporation as Surety, are hereby held and firmly bound unto The City of Columbia, South Carolina, as owner, in the penal sum of 5% of principal's bid-----

for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, personal representatives, administrators, successors and assigns.

Signed this 8th day of July, 2025, ~~2024~~

The condition of the above obligation is such that whereas the Principal has submitted to the CITY OF COLUMBIA certain bid, attached hereto and hereby made a part to enter into a contract in writing, for BID:

BID Number and Name: Louisa Street Stormwater Pond Retrofit & SS Repl

NOW, THEREFORE:

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted, and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Williams Infrastructure, LLC

Kathleen Alder By:

[Signature]

Attest

Principal

Shawn W. Hill

Swiss Re Corporate Solutions America Insurance Corporation

Attest

Surety

SEAL

By:

[Signature]
W. D. Morris, Jr. (Attorney-in-Fact)



Countersigned

By: N/A

Attorney-in-Fact

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the
secretary of the corporation named as principal in the within bond; that

_____, who signed the said bond on

behalf of the principal was then the _____ of the said corporation and duly authorized to sign on the said corporation's behalf; that I know the signatory's signature and the signatory's signature on the within bond is genuine; and, that the said bond was duly signed, sealed and attested to, for and on behalf of the said corporation.

(Corporate Seal)

By: _____

Its: Secretary

(Power-of-attorney for person signing for surety company must be attached to bond.)

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
 SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
 WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

W.D. MORRIS, JR., FRANK W. HAFNER III, SHERRI W. HILL, ALEXA MANLEY, LORI J. KELLY, MARIAN C. NEWMAN.

WESLEY V. DASHER, JR., JAMES R. COGDILL, and TERRIE L. CONARD

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
 County of Cook

55

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
 Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 8th day of July, 20 25.

Jeffrey Goldberg
 Jeffrey Goldberg, Senior Vice President &
 Assistant Secretary of SRCSAIC and
 SRCSPIC and WIC

APPENDIX - REFERENCES

Solicitation Name and Number: Louisa St. Stormwater Pond Retrofit and SS Repl.
(SS7659/SD8498) mpp BID040-24-25-LB

References of:

Williams Infrastructure, LLC
 (Name of Company)

Jocely Williams
 (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/RFQ:

Reference Name: Sam Williams (no relation) Date/Year of Project: 2024
 Reference Phone: 803-260-1360 Reference Email: sam@casosdevelopmentgroup.com

Project Name: Stop Grove
 Project Description: 17 Acre industrial site work development
 Project Value: \$4,553,510.00

Reference Name: Charles Stuart Date/Year of Project: 2024
 Reference Phone: 803-269-9983 Reference Email: charlesstuart@hoodconstruction.com
 Project Name: Central Carolina Technical College
 Project Description: Site work to include new storm drains and water and
sewer utility
 Project Value: \$1,105,905.00

Reference Name: Clay Sharpe Date/Year of Project: 2025
 Reference Phone: 803-608-1412 Reference Email: csharpe@boyenconstruction.net
 Project Name: Still Hopes Cottages
 Project Description: Site work to include underground detention and water and
sewer utilities
 Project Value: \$1,494,860.00

Reference Name: Wes Bellamy Date/Year of Project: 2024
 Reference Phone: 336-287-5197 Reference Email: wbellamy@rehabbuilders.com
 Project Name: Dillon Graded School Apartments
 Project Description: Site work to include storm drains, water, and sewer utilities
 Project Value: \$706,095.00



APPENDIX – LITIGATION, PERFORMANCE AND CLAIM HISTORY

Solicitation Name and Number: Louisa St. Stormwater Pond Retrofit And SS Repl.

Has your company ever failed to complete work awarded to it? ☐ Yes ☒ No

Have you ever paid liquidated damages on any project? ☒ Yes ☐ No

Has your company filed any legal claims associated with any work your company has performed within the last five years?
☐ Yes ☒ No

Has your present company, its officers, owners, or agents ever been convicted of charges relating to conflicts of interest, bribery, or bid-rigging? ☐ Yes ☒ No

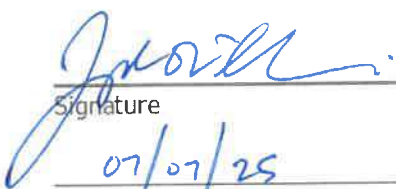
Has your present company ever been suspended or debarred? ☐ Yes ☒ No

Has your present company ever been involved in any litigation with the City? ☐ Yes ☒ No

Are you (as a Sole Proprietor), your business or anyone on the proposed bidding/responding team currently involved in any litigation with the City? ☐ Yes ☒ No

Has your present company been issued a cure letter for performance within the past 5-years? ☒ Yes ☐ No

All Yes responses shall include a written statement describing the circumstances on a separate page following this Appendix.


 Signature

Joseph E. Williams
 Name

07/07/25
 Date



Date: July 15, 2025

Re: Explanation for Liquidated Damages

We were assessed liquidated damages for the first time and only ever on a project in 2024. This occurred due to a labor shortage we encountered after we were awarded the project and poor project management. We are no longer experiencing a labor shortage and made the necessary personnel changes required to provide better project management.

PO BOX 6414 COLUMBIA, SC 29260
803.814.3753



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: 07/15/2025 Mentor Amount: \$2,200,576.80
Project Name: Louisa St Stormwater Pond Retrofit & SS Repl Mentor % of Total Contract: 80.00%
Project #: SS7659 & SD8498 Protégé Amount: \$550,144.20
Mentor: Williams Infrastructure, LLC Protégé % of Total Contract: 20.00%
Protégé: JA Mabus Duration of the Project: 300 days
Total Project Contract Amount: \$2,750,721.00

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?

This will be the first gravity sewer and storm drain project we perform together as an MPP team. We will implement our weekly schedule and execution meetings and our goal is to be on schedule and within budget.



CITY OF COLUMBIA

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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.

Since this will be our first project with this scope of work, this will increase the protege's capabilities. The protege 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:

Project management team, scheduling between multiple subcontractors, and P&P bonds.

Protégé:

One crew and associated equipment.

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?
Hammerhead Utilities	Williams Infrastructure, LLC	Williams Infrastructure, LLC

Special Arrangements:



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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 and assist with project execution, scheduling, and project management.

b. Description of Protégé responsibilities on project:

Protege will all of the sewer line pipe, bypass pumping, sewer line removal, and assist with storm

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

The team will coordinate each subcontractor's activities, clearing, bypass pumping, and sewer line installation.

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

The project is scheduled for approximately 300 days. The sewer relocation will take approximately one month, the storm drain construction will take approximately two months, the grading will take approximately two months, and the erosion control and clearing will take approximately one month. These durations a very dependent on weather conditions.

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

Mentor and protege will meet on-site at least weekly if not more often as issues 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 30 days of pay app request.



We Are Columbia

CITY OF COLUMBIA

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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 International, LLC (Mentor Firm) this 15th day of July 2025.
Corporate SEAL

By: [Signature]
Title: President
Firm Name: Joseph E. Williams

ATTEST:
By: [Signature]
Title: Accountant

EXECUTED by JA Mabius (Protégé Firm) this 15th day of July 2025.
Corporate SEAL

By: [Signature]
Title: President
Firm Name: JA Mabius

ATTEST:
By: [Signature]
Title: Accountant

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 23rd day of
July 2025.

By: LaTonya B Germany

Title: Program Compliance Specialist

SOUTH CAROLINA DEPARTMENT OF LABOR, LICENSING AND REGULATION

CONTRACTOR'S LICENSING BOARD

LICENSE#: CLG.119374

LICENSE#: CLG.119374

WILLIAMS INFRASTRUCTURE LLC7401 RICHARD ST
COLUMBIA SC 29209-3767

Has been qualified by the laws of the State of South Carolina and is duly entitled to practice as a:

GENERAL CONTRACTOR

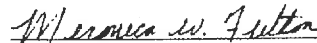
for each Classification and Group Limitation listed below:

Water & Sewer Lines-WL5, Grading-GD5, Asphalt Paving-AP5, Building-BD5, Water & Sewer Plants-WP5*(If this license has "Limited Building-LB" classification, work is limited to 3 stories in height)***LICENSE NUMBER:CLG.119374****Initial License Date:.....04/24/2015****EXPIRATION DATE:10/31/2026****Group Limitations Per Job (I.e. BD2 = Group 2):**

Group #1 - \$100,000 Group #3 - \$1,000,000

Group #2 - \$400,000 Group #4 - \$3,000,000

Group #5 - \$Unlimited

Qualifying Party(s): MR JOSEPH E WILLIAMS
Board Executive***** It is at the discretion of this licensee to designate any employee of their company to pull permits and conduct business in their behalf. *****



MEETING DATE: August 19, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-061 - Granting an encroachment to WTC of Garners Ferry, LLC for the use of the right of way area of the 7600 block of Garners Ferry Road for the installation and maintenance of sidewalks adjacent to 7620 Garners Ferry Road, Richland County TMS# 16315-02-02

REQUISITION NO.: 2025-061

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:
First reading approval was give on August 5, 2025.

ATTACHMENTS:

- **#a:** 2025-061 - MUSC Garners Ferry encroachment (PDF)

HISTORY:

08/05/25

Columbia City Council APPROVED ON FIRST READING

ORDINANCE NO.: 2025-061

Granting an encroachment to WTC of Garners Ferry, LLC for the use of the right of way area of the 7600 block of Garners Ferry Road for the installation and maintenance of sidewalks adjacent to 7620 Garners Ferry Road, Richland County TMS# 16315-02-02

WHEREAS, WTC of Garners Ferry, LLC, (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 7600 block of Garners Ferry Road for the installation and maintenance of sidewalks measuring approximately five (5') feet in width three hundred thirty-five (335') feet in length adjacent to 7620 Garners Ferry Road, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2025, that Grantee is hereby granted the right to use the right of way area of the 7600 block of Garners Ferry Road adjacent to 7620 Garners Ferry Road, Richland County TMS# 16315-02-02, for the installation and maintenance of sidewalks measuring approximately five (5') feet in width three hundred thirty-five (335') feet in length, as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns; and,

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Grantee is responsible for maintaining landscaping and improvements.

4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.

6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.

7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

8. In locations within right-of-way where SCDOT will not allow a sidewalk, coordinate with Planning staff prior to installation of sidewalk to provide sidewalk on private property with a recorded access easement.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:



MEETING DATE: August 19, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-069 - Granting encroachment to Benedict College for use of the right of way area of the 1600 block of Oak Street that runs through its campus, adjacent to Richland County TMS # R11407-06-01, for installation and maintenance of brick columns, wrought iron fencing, asphalt pavement, concrete curb, guttering, walkway, brick wall, bollards, parking spaces, bike lane, wheel stops, handicap ramp, landscaping, and irrigation system

REQUISITION NO.: 2025-069

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

First reading approval was given on August 5, 2025.

ATTACHMENTS:

- **#a:** 2025-069 - Benedict Encroachment (PDF)
- **#b:** INTERSECTION AT OAK AND HASKELL STREET (PDF)
- **#c:** INTERSECTION OF OAK AT TAYLOR STREET (PDF)

HISTORY:

08/05/25

Columbia City Council APPROVED ON FIRST READING

ORDINANCE NO.: 2025-069

Granting encroachment to Benedict College for use of the right of way area of the 1600 block of Oak Street that runs through its campus, adjacent to Richland County TMS # R11407-06-01, for installation and maintenance of brick columns, wrought iron fencing, asphalt pavement, concrete curb, guttering, walkway, brick wall, bollards, parking spaces, bike lane, wheel stops, handicap ramp, landscaping, and irrigation system

WHEREAS, Benedict College (hereinafter “Grantee”) desires to use a portion of the right of way area of the 1600 block of Oak Street, adjacent to Richland County TMS # R11407-06-01, for installation and maintenance of brick columns, wrought iron fencing, asphalt pavement, concrete curb, guttering, walkway, brick wall, bollards, parking spaces, bike lane, wheel stops, handicap ramp, landscaping, and irrigation system, a rough example of which is shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations, or other uses in the foreseeable future; and THEREFORE,

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2025, that Grantee is hereby granted the right to use the 1600 block of Oak Street, adjacent to Richland County TMS # R11407-06-01, for installation and maintenance of brick columns, wrought iron fencing, asphalt pavement, concrete curb, guttering, walkway, brick wall, bollards, parking spaces, bike lane, wheel stops, handicap ramp, landscaping, and irrigation system a rough example of which is shown on the attached drawings.

ALL WORK SHALL COMPLY with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk cause by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by Grantee at no cost to the City in a manner approved by the City Manager.

PROVIDED FURTHER that the privilege granted hereby is subject to Grantee complying with the following conditions, restrictions, or limitations;

1. Irrigation must be designed to avoid spraying walkways, sidewalks and streets, and/or creating hazardous conditions upon the walkways, sidewalks, and streets;
2. All trees shall be protected;
3. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained;
4. Grantee is to coordinate existing and proposed crosswalks, ramps, and curb cuts to insure proper alignment.
5. Grantee shall mitigate any on-street parking lost due to the project.
6. Grantee shall ensure unimpeded access for all appropriate emergency and City utility services.

LEGAL DEPARTMENT DRAFT

7. Any impact to roads and/or traffic governed by SCDOT will be coordinated with that agency.

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors, and assigns. Grantee shall indemnify and hold harmless the City from any and all claims or causes of action that may arise by reason of the closing of said street.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

This ordinance is effective upon final reading.

Requested by:

Mayor Daniel J. Rickenmann

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



INTERSECTION AT OAK AND HASKELL STREET



INTERSECTION OF OAK AT TAYLOR STREET



MEETING DATE: August 19, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve funding for the contract renewal of Project SS6966; Sanitary Sewer Pipe Rehabilitation, as requested by Columbia Water on August 1, 2025. Award to McClam and Associates, Inc., in an amount not to exceed \$8,499,783.00 for year two (2) of three (3) one-year options to renew. The current term ends on June 30, 2026. This firm is located in Little Mountain, SC.

REQUISITION NO.: R235995

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - Annual Rehab on Lines less than 15" - Capital Project Costs (5529999-SS696620-658650). The original budget amount is \$8,499,783.00.

BUSINESS PROGRAM: Columbia Disadvantaged Business Enterprise Program

CLEAN WATER 2020?: No

PURPOSE:

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 15% CDBE goal. The CDBE goal for this contract renewal was exceeded at 15.47%. McClam and Associates, Inc. is the prime contractor and will provide sanitary sewer construction services at 42.97% (\$3,652,832.90) of the renewal amount.

The following subcontractors will provide additional services:

Pipe Pros, LLC, located in Fort Mill, SC, will provide closed circuit television (CCTV) services, sewer cleaning, geographic information system (GIS) services and smoke testing services at 8.02% (\$681,397.50) of the renewal amount.

L.A. Barrier & Son, Inc., a Minority Business Enterprise (W) and CDBE located in Lexington, SC, will provide hauling services at 1.62% (\$137,358.90) of the renewal amount.

Smoak Construction Co., LLC, a Minority Business Enterprise (W) and CDBE located in Little Mountain, SC, will provide point repairs, restoration and access services at 13.85% (\$1,177,968.70) of the renewal amount.

BLD Services, LLC, located in Kenner, LA, will provide lateral cured-in-place pipe (CIPP) services at 14.52% (\$1,233,750.00) of the renewal amount.

TriState Utilities, located in Chesapeake, VA, will provide cured-in-place pipe (CIPP) services at 19.02% (\$1,616,475.00) of the renewal amount.

ATTACHMENTS:

- **#a:** MT Memo CA#4 SS6966 Pipe Rehab-McClam (PDF)
- **#b:** CA#4 SS6966 Pipe Rehab-McClam (PDF)
- **#c:** SS6966 Business Information Record (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: August 1, 2025

Subject: Recommendation for Approval
Contract Amendment #4, SS6966

Council is asked to approve Amendment No. 4 to SS6966 - Annual Sanitary Sewer Pipe Rehabilitation as requested by Columbia Water. Wastewater Maintenance Division oversees SS6966 which was initiated for its first contract year in FY 22-23, with the option for three (3) annual renewals (4 annual phases total).

In addition to renewing this contract, material costs have escalated significantly above the original bid prices. Therefore, in accordance with previous discussions with procurement, we request a price escalation to the unit prices used for the FY 2025-2026 contract, matching the ENR Construction Cost Index (CCI) escalation rate from the contract date to April 2025. It is anticipated that a ~5% increase will be provided to each unit price in the City's contract with McClam & Associates, Inc., which will increase the total contract value by an equal amount.

We are satisfied with the services provided by McClam & Associates, Inc. and would like to renew for the next (third) annual phase.

The Engineering Division has allotted \$7,000,000 under its CIP budget for SS6966 Annual Rehabilitation on lines less than 15" during FY 2025 – 2026, with additional funding provided by budget transfer from SS696625 to SS696626.

Contract Amendment #4

SS6966 Sanitary Sewer Pipe Rehabilitation

BID005-22-23

C000642

McClam & Associates, Inc.

August 1, 2025

Description of Change: Request change in Agreement for services between the City of Columbia (City) and McClam & Associates, Inc. (Contractor) executed January 10, 2023 (Agreement) to provide funding in the amount of \$8,499,783.00 for services through the renewal term.

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

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

McClam & Associates, Inc.

Jesse R. McClam IV

Print Name

J.R. McClam IV

Signature

8/7/2025

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

8/6/2025

McClam & Associates, Inc.

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

4/10/2025

Stephen Nabholz
Contracts Project Manager
Columbia Water Wastewater Maintenance
4013 W Beltline Blvd
Columbia, SC 29204

Re: SS6966 Columbia Annual Sewer Pipe Rehabilitation Project
Annual Cost Adjustment

Stephen,

McClam & Associates is requesting a 5% cost adjustment increase to unit prices on the above referenced project beginning with the first pay application following renewal of the contract. This is in accordance with the Annual Cost Adjustment clause in the contract documents. This clause adheres to the Engineering News-Report (ENR) Construction Cost Index (CCI).

Please let us know if you need any additional information.

Sincerely,



Jesse McClam, PE



February 24, 2025

McClam & Associates, Inc.

Re: Contract Renewal – SS6966 (Sanitary Sewer Pipe Rehabilitation)

To whom it may concern,

The awarded term on the above referenced contract is set to expire on June 30, 2025. As outlined in the original terms, the City of Columbia is proposing to exercise the option to renew (or extend) the current contract for an additional term through June 30, 2026. Upon your signature acknowledging the acceptance of this proposal a separate amendment will be provided from our office requiring your signature.

The maximum contract amount allowed for renewals shall not exceed the total amount approved and listed on any subsequent Purchase Order, amendment to current Purchase Order, change order or amendment without prior approval from the Department of Procurement and Contracts.

Any and all subsequent amendments or modifications to this Intent notification shall be subject to the final approval by the City Manager or their authorized designee, and/or Columbia City Council.

Please annotate on the bottom of this letter, with your signature and date, if your company is in full agreement with this Intent renewal request through June 30, 2026 with all terms and conditions remaining the same during the renewal period.

Please return this signed, dated letter to stephen.nabholz@columbiasc.gov.

Thank you,

A handwritten signature in blue ink that reads "Stephen Nabholz".

STEPHEN NABHOLZ
Contracts Project Manager
Columbia Water, Wastewater Maintenance



Intent to Renew Notice
 SS6966 (Sanitary Sewer Pipe Rehabilitation)
 February 24, 2025

I agree to renew the current contract for one year from July 1, 2025 to June 30, 2026. The renewal performance period shall be governed by the specifications, pricing or rate schedules and all other terms and conditions as outlined in the SS6966 (Sanitary Sewer Pipe Rehabilitation) Contract/Agreement and subsequent amendments.

☒ Yes ☐ No

*Please provide a comment below for any "No" response or any exceptions being submitted to the City for further consideration.

Authorized Agent for McClam & Associates, Inc.

Jesse McClam

Jesse McClam / 6/4/2025

Printed Name of Authorized
 Company Representative

Signature

Date

Comments:

Intent Notification Recommended for approval by:

_____/_____
 Name Date

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value of Amendment)	Percentage of Amendment Amount	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code - See Key Below)
Pipe Pros	V018074	CCTV, Sewer Cleaning, GIS Updates, Smoke Testing	\$681,397.50	8.02%		
LA Barrier & Son, Inc.	V000047	Hauling, Stone	\$137,358.90	1.62%	WBE, CDBE	FB
BLD Services	V012397	Lateral CIPP, Lateral CCTV	\$1,233,750.00	14.52%		
Smoak Construction	V015917	Point repairs, Restoration, Access	\$1,177,968.70	13.85%	WBE, CDBE	FB
TriState Utilities	V018668	CIPP	\$1,616,475.00	19.02%		

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 \$ 4,846,950.10

TOTAL AMENDMENT AMOUNT: \$ 8,499,783.00

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

Business Name: McClam & Associates, Inc.

Representative Name/Title: Jesse McClam; Project Manager

Date: 8/14/2025

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Pipe Pros, LLC

Company Name

PO Box 339

Physical Address

PO Box 339

Mailing Address

Fort Mill, SC 29715

City/State Zip Code + 4

803 280-7116

()

Phone number

()

Fax number

David Miner

Primary Contact Name

Secondary Contact Name

dminer@azuria.com

Primary Contact Email Address

Secondary Contact Email Address

V018074

Federal ID #

Vendor #

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

LA Barrier & Son, Inc.

Company Name

115 Barrier Ln

Physical Address

PO Box 84007

Mailing Address

Lexington, SC 29073

City/State Zip Code + 4

803 356-2351

()

Phone number

()

Fax number

Lisa Tyson

Grant Provost

Primary Contact Name

Secondary Contact Name

lisatyson@labarrier.com

grantprovost@labarrier.com

Primary Contact Email Address

Secondary Contact Email Address

V000047

Federal ID #

Vendor #

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

BLD Services, LLC

Company Name

2424 Tyler St

Physical Address

Mailing Address

Kenner, LA 70062

City/State Zip Code + 4

504 466-1344

()

Phone number

()

Fax number

Timmy Higgenbotham

Primary Contact Name

Secondary Contact Name

timmy@bldllc.net

Primary Contact Email Address

Secondary Contact Email Address

V012397

Federal ID #

Vendor #

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

Smoak Construction, LLC

Company Name

989 Holy Trinity Church Rd

Physical Address

Mailing Address

Little Mountain, SC 29075

City/State Zip Code + 4

803 309-6410

()

Phone number

()

Fax number

Carol Smoak

Ronnie Smoak

Primary Contact Name

Secondary Contact Name

csmoak@smoakconstruction.com

rsmoak@smoakconstruction.com

Primary Contact Email Address

Secondary Contact Email Address

V015917

Federal ID #

Vendor #

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

TriState Utilities

Company Name

2111 Smith Ave

Physical Address

Mailing Address

Chesapeake, VA 23320

City/State Zip Code + 4

757 366-9505

()

Phone number

()

Fax number

Craig Welsh

Primary Contact Name

Secondary Contact Name

craigw@tristateutilities.com

Primary Contact Email Address

Secondary Contact Email Address

V018668

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()

Phone number

()

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____

Phone number

(____) _____

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____

Phone number

(____) _____

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()

Phone number

()

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #



MEETING DATE: August 19, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP
AMENDMENT, AND ZONING MAP AMENDMENT for
302 Turnwall Lane, TMS# 28911-03-02

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-67 - Annexing 302 Turnwall Lane, Richland County TMS # 28911-03-02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Proposal: Request to annex the property, assign the land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Planned Development District (PD) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Planned Development (PD) by Richland County.

Council District: 4

Applicant: Florence D. Davidson

Staff Recommendation: Approval

PC Recommendation: 07/10/2025; Approval (6-0)

ATTACHMENTS:

- **#a:** ANNEX-2025-0014_Turnwall302_ZPH Packet (PDF)
- **#b:** 2025-067 - Annex and Incorporate 302 Turnwall Lane (PDF)



CITY COUNCIL

August 19, 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

302 Turnwall Lane, TMS# 28911-03-02

Council District: 4

Proposal: Request to annex the property, assign the land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Planned Development District (PD) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Planned Development (PD) by Richland County.

Applicant: Florence D. Davidson

Staff Recommendation: Approval

PC Recommendation: 07/10/2025; Approval (6-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.17 acre

Current Use: Residential

Proposed Use: Residential

Reason for Annexation: Municipal Services - Existing Residence

Urban Service Area: Donut Hole - Primary

Current County Land Use Classification: Neighborhood (Medium Density)

Proposed City Land Use Classification: Urban Edge Residential Small Lot (UER-1)

Current County Zoning: Planned Development (PD)

Proposed City Zoning: Planned Development District (PD)

Census Tract: 114.07

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a "Donut Hole - Primary" in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City's long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes - in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Donut Hole – Primary

Donut Holes - Primary are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexation within an area classified as Donut Hole - Primary is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Edge Residential Small Lot (UER-1). The property is currently designated as Neighborhood (Medium Density) by Richland County.

Refer to the attached land use classification descriptions for existing Richland County and proposed City of Columbia land use classifications.

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 Planned Development (PD) by Richland County. Adjacent parcels within the City of Columbia are zoned Planned Development District (PD). Adjacent parcels in unincorporated Richland County are currently zoned Planned Development (PD).

The proposed City of Columbia zoning is Planned Development District (PD).

Refer to the attached zoning district descriptions for more information on the proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends the assignment of the future land use classification of Urban Edge Residential Small Lot (UER-1) and recommends assigning the zoning of Planned Development District (PD) at the time of annexation.



Future Land Use

302 Turnwall Lane, TMS# 28911-03-02

15.a

Current Richland County Future Land Use: Neighborhood (Medium Density)

Proposed City Future Land Use: Urban Edge Residential Small Lot (UER-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

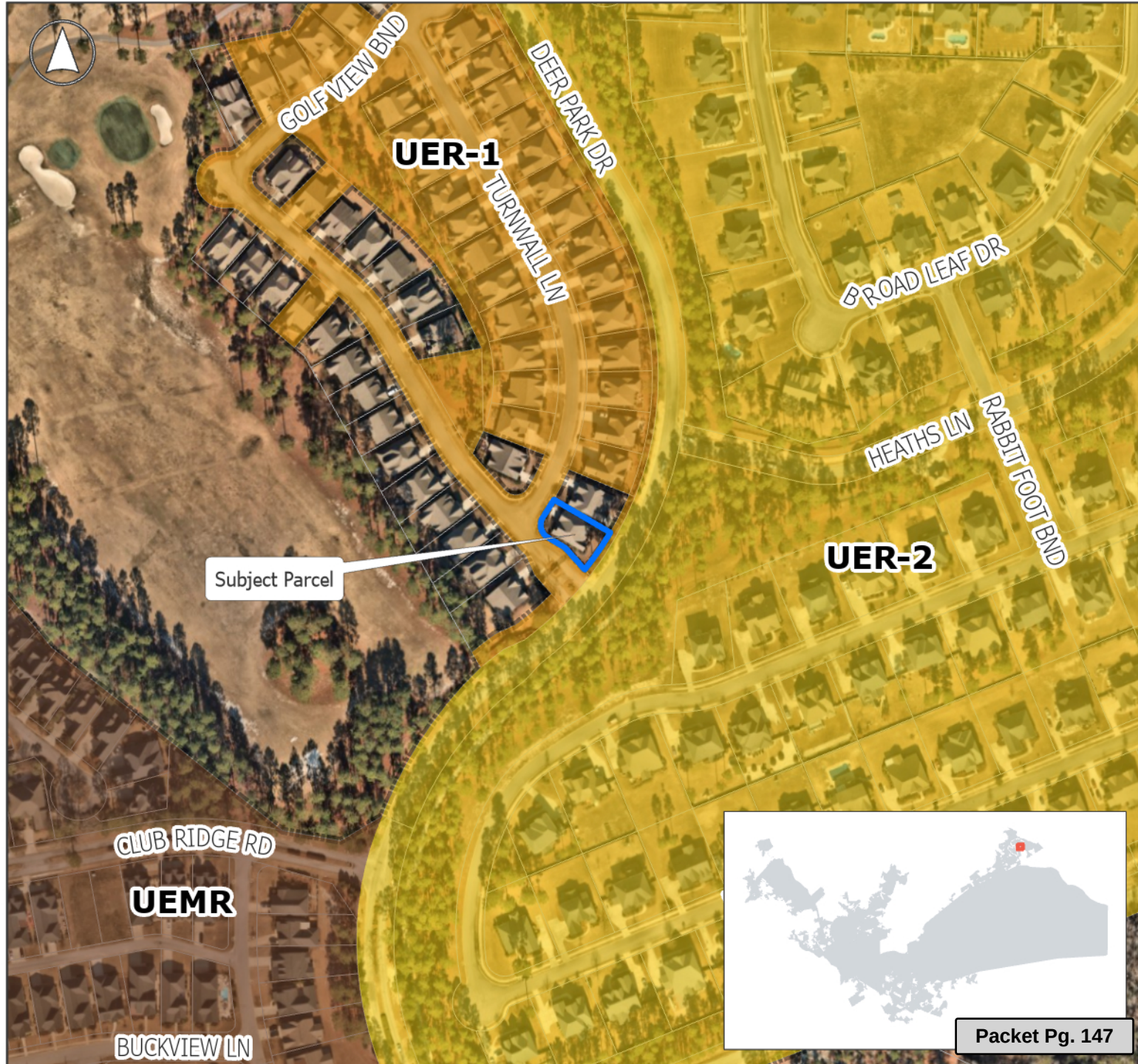
0 100 200



Planning & Development
Services Department

Created by: swudson Date: 7/3/2025

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

302 Turnwall Lane, TMS# 28911-03-02

Current Richland County Zoning: PD

Proposed City Zoning: Planned Development District (PD)

15.a

Legend

- PD: Planned Development
- Parcels
- City Limits



0 100 200 Feet



Planning & Development
Services Department

Created by: sw Hudson Date: 6/17/2025

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

NEIGHBORHOOD (MEDIUM-DENSITY)

Land Use and Character

Areas include medium-density residential neighborhoods and supporting neighborhood commercial scale development designed in a traditional neighborhood format. These neighborhoods provide a transition from Neighborhood (Low-Density) to more intense Mixed Residential (High-Density) urban environments. Multi-family development should occur near activity centers and within Priority Investment Areas with access to roadways with adequate capacity and multimodal transportation options. Non-residential development may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial.



Desired Development Pattern

The primary use within this area is medium density residential neighborhoods designed to provide a mix of residential uses and densities within neighborhoods. Neighborhoods should be connected and be designed using traditional grid or modified grid designs. Non-residential uses should be designed to be easily accessible to surrounding neighborhoods via multiple transportation modes.



Transportation

Upgrades to arterial and collector roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. Subdivisions should be designed to provide vehicular, bicycle, and pedestrian access and connectivity throughout, either through conventional sidewalks or through greenway and trail access.

Recommended Land Uses

Primary Land Uses: Single-family detached houses, duplexes, townhomes

Secondary Land Uses: Multi-family development, neighborhood serving services, such as small scale drycleaners, professional offices, coffee shops, bakeries and restaurants, drug-stores, and convenience stores should be located within Neighborhood Activity Centers or may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial. These land uses should not result in strip commercial development or fragmented “leapfrog” development patterns along corridors. Places of worship, public or private parks, and public recreation facilities are also appropriate uses. These uses should be integrated to better serve surrounding residential properties through pedestrian access, and mitigation of any noise, light, or traffic impacts on neighborhoods.

Policy Guidance

1. Neighborhood densities should be based on allowing higher densities that include single-family attached housing near major corridors and activity centers and lower densities that include only single-family detached housing near open space developments, low-density residential, and rural areas.
2. Master planning of neighborhoods is encouraged and should include neighborhood parks and open spaces as part of the development program. A mix of housing types is encouraged within individual developments. Neighborhood scale commercial centers are also an appropriate amenity to include in master planned developments.
3. Traditional neighborhood designs should be facilitated by development of a new zoning district that allows for a mix of housing types and lot sizes within a single development.
4. Developments should connect to adjacent neighborhoods and commercial/employment areas, and be supported by multiple modes of transportation.
5. The protection of mature tree canopy is encouraged for areas surrounding developments and on private residential lots, as feasible.

6. Environmentally sensitive areas, such as floodplains, wetlands, and lands along creeks and surface waters should be protected or developed using best management practices to maintain the areas green infrastructure system, and to ensure long-term water quality. Providing public recreational access to these features, as feasible, is preferred.

Relevant Plans

Broad River Road Corridor and Neighborhood Master Plan, Candlewood Master Plan, Crane Creek Master Plan, Lower Richland Community Strategic Master Plan, The Renaissance Plan: Decker Boulevard/Woodfield Park Area

Priority Investment Areas

#2 Ballentine at Dutch Fork Road, Marina, and Broad River Road, Portion of #5 I-20 Fairfield Interchange, Portion of #9 Decker Boulevard and Two Notch Road, Portion of #8 I-77 Farrow Road Interchange

Areas of Common Interest

Proposed projects in the Northwest, North Central, Northeast, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Existing Zoning Districts of Similar Character

RS-LD, RS-MD, MH, PDD

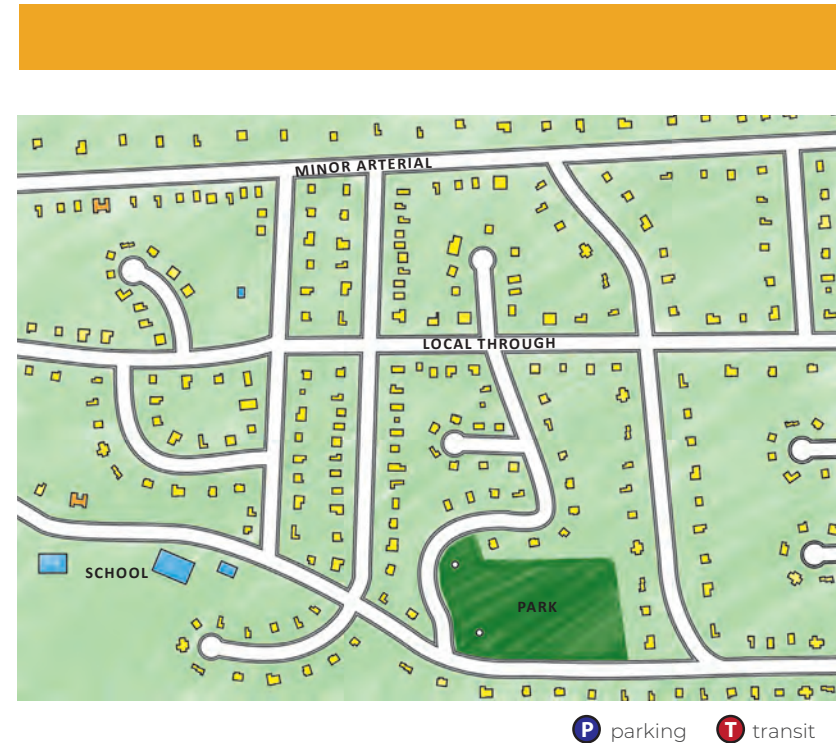


Proposed Future Land Use Classification

Development Types

URBAN EDGE RESIDENTIAL SMALL LOT (UER-1)

Urban Edge Residential Small lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.



UER-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

TERTIARY TYPES

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UER-1 DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure and limited points of connection to the main road network. Street widths may be narrow or wide. Sidewalks may or may not be present in existing neighborhoods but should be provided in new developments. On-street parking is uncommon in these neighborhoods when street widths are narrow.
- Blocks are slightly irregular and may display a range of sizes and shapes determined by the parent lot shape and the internal street network.
- Blocks are subdivided into regular sized lots ranging between 2,500 square feet and 10,000 square feet.
- Buildings are typically set back from the street with deep front yards; buildings sit parallel to the street.
- Building sizes vary slightly within a block, but most are one to two stories in height with less than 2,000 square feet of livable space. Exceptions in the number of stories would be for neighborhoods with many split-level homes.
- Most homes have dedicated parking areas in front or side yards. Attached garages or carports are common.
- Open or green spaces are included in individual properties, retention or detention areas, or neighborhood parks. Passive green spaces should be included in new developments.
- Within a single development, building architecture, density, scale, and design will typically be fairly consistent along with front yard setbacks and driveway and garage arrangements.



Proposed Zoning District

Article 3: Zoning Districts**Sec. 17-3.6. Planned Development Districts****(c) PD-#: Planned Development District****(c) PD-#: Planned Development District****(1) Purpose**

The purpose of the Planned Development (PD) District is to encourage integrated and well-planned mixed-use development in locations throughout the City. A range of residential and nonresidential uses are allowed, with the intent of providing a variety of housing options and mutually-supportive nonresidential uses that serve the residents and the surrounding neighborhood.

Substantial flexibility is provided, with an expectation that development quality will surpass what is otherwise achievable through the base zoning district. District standards shall support the efficient use of land and resources, protect natural features and the environment, promote greater efficiency in providing public facilities and infrastructure, and mitigate potential adverse impacts on surrounding development.

**(2) Intensity and Dimensional Standards**

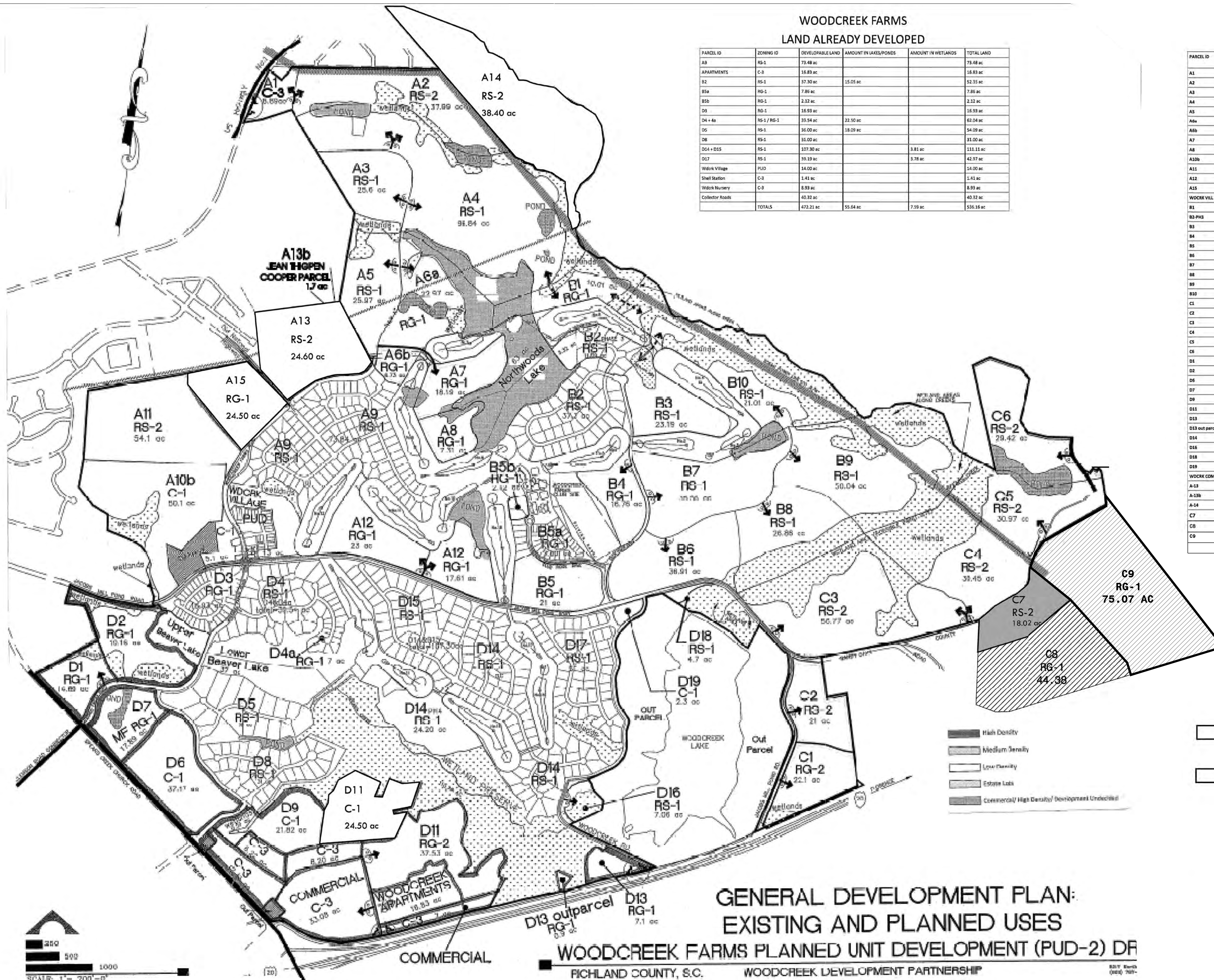
Standard	Requirement
Lot Area, min. (sf.)	To be established in PD Plan and PD Agreement document as set forth in Sec. 17-2.5(d), Planned Development.
Lot Width, min. (ft.)	
Lot Coverage, max. (% of site area)	
Density, max. (du/acre)	
Intensity, max. (sf)	
Front Yard Setback, min. (ft.)	
Side Yard Setback, min. (ft.)	
Rear Yard Setback, min. (ft.)	
Building Height, max. (ft.)	
Other intensity and dimensional standards	
Notes: ft. = feet sf. = square feet du. = dwelling unit	

WOODCREEK FARMS LAND ALREADY DEVELOPED

PARCEL ID	ZONING ID	DEVELOPABLE LAND	AMOUNT IN LAKES/PONDS	AMOUNT IN WETLANDS	TOTAL LAND
A3	RS-1	73.48 ac			73.48 ac
APARTMENTS	C-3	16.83 ac			16.83 ac
B2	RS-1	37.30 ac	15.05 ac		52.35 ac
B5a	RG-1	7.86 ac			7.86 ac
B5b	RG-1	2.12 ac			2.12 ac
D3	RS-1	16.93 ac			16.93 ac
D4 + 4a	RS-1 / RG-1	39.54 ac	22.50 ac		62.04 ac
D5	RS-1	36.00 ac	18.09 ac		54.09 ac
D8	RS-1	31.00 ac			31.00 ac
D14 + D15	RS-1	107.30 ac		3.81 ac	111.11 ac
D17	RS-1	39.19 ac		3.78 ac	42.97 ac
Wdck Village	PUD	14.00 ac			14.00 ac
Shell Station	C-3	1.41 ac			1.41 ac
Wdck Nursery	C-3	8.93 ac			8.93 ac
Collector Roads		40.32 ac			40.32 ac
TOTALS		472.21 ac	55.64 ac	7.59 ac	535.44 ac

WOODCREEK FARMS LAND AVAILABLE FOR DEVELOPMENT

PARCEL ID	ZONING ID	DEVELOPABLE LAND	AMOUNT IN LAKES/PONDS	AMOUNT IN WETLANDS	TOTAL LAND
A1	C-3	9.00 ac			9.00 ac
A2	RS-2	37.99 ac	2.68 ac	5.05 ac	45.72 ac
A3	RS-1	25.60 ac		2.64 ac	28.24 ac
A4	RS-1	96.84 ac	16.81 ac	16.25 ac	130.00 ac
A5	RS-1	25.97 ac		2.65 ac	28.62 ac
A6a	ND-1	22.97 ac	14.31 ac	3.80 ac	41.08 ac
A6b	ND-1	6.78 ac			6.78 ac
A7	ND-1	18.19 ac	14.28 ac		32.47 ac
A8	RG-1	7.31 ac	5.68 ac	1.69 ac	14.68 ac
A10b	C-1	50.1 ac		7.11 ac	57.21 ac
A11	RS-2	54.08 ac			54.08 ac
A12	RG-1	40.61 ac	0.73 ac		41.34 ac
A15	RG-1	24.50 ac			24.50 ac
WOODCK VILL	PUD	13.00 ac		3.00 ac	16.00 ac
B1	RG-1	10.91 ac	3.69 ac	7.78 ac	22.38 ac
B2-PH3	RS-1	9.22 ac		5.19 ac	14.41 ac
B3	RS-1	23.19 ac		2.67 ac	25.86 ac
B4	RG-1	16.76 ac			16.76 ac
B5	RG-1	21.00 ac			21.00 ac
B6	RS-1	36.91 ac		0.92 ac	37.83 ac
B7	RS-1	35.56 ac	2.44 ac		38.00 ac
B8	RS-1	26.89 ac		15.93 ac	42.82 ac
B9	RS-1	50.04 ac		32.77 ac	82.81 ac
B10	RS-1	21.01 ac	2.09 ac	42.19 ac	65.29 ac
C1	RG-2	22.10 ac		1.83 ac	23.93 ac
C2	RS-2	21.00 ac			21.00 ac
C3	RS-2	56.77 ac		26.11 ac	82.88 ac
C4	RS-2	30.45 ac		26.17 ac	56.62 ac
C5	RS-2	30.97 ac	2.90 ac	7.64 ac	41.51 ac
C6	RS-2	29.42 ac	6.55 ac		35.97 ac
D1	RG-1	14.69 ac		1.78 ac	16.47 ac
D2	RG-1	19.16 ac	9.45 ac	11.09 ac	39.70 ac
D6	C-1	37.17 ac			37.17 ac
D7	MF RG-1	17.89 ac	2.04 ac		19.93 ac
D9	C-1	21.89 ac		0.59 ac	22.48 ac
D11	C-1	62.03 ac			62.03 ac
D13	RG-1	7.10 ac			7.10 ac
D13 out parcel	RG-1	0.90 ac			0.90 ac
D14	RS-1	24.20 ac			24.20 ac
D16	RS-1	2.71 ac		4.35 ac	7.06 ac
D18	RS-1	1.69 ac		11.59 ac	13.28 ac
D19	C-1	2.30 ac			2.30 ac
WOODCK COMM.	C-3	67.11 ac			67.11 ac
A-13	RS-2	24.60 ac			24.60 ac
A-13b	RS-1	1.70 ac			1.70 ac
A-14	RS-2	53.00 ac		14.40 ac	67.40 ac
C7	RS-2	18.02 ac			18.02 ac
C8	RG-1	44.38 ac			44.38 ac
C9	RG-1	75.07 ac			75.07 ac
TOTALS		1,370.56 ac	85.65 ac	293.23 ac	1,749.44 ac



WOODCREEK FARMS GOLF COURSE + CLUB HOUSE

214.29 AC

WETLAND PRESERVE

110.25 AC

SITE TOTAL (INCLUDING WETLANDS, PONDS, LAKES):

DEVELOPED AREAS= 588.23 ACRES

UNDEVELOPED AREAS= 1634.37 ACRES

GOLF COURSE AREA= 214.29 ACRES

WETLAND PRESERVE= 110.25 ACRES

TOTAL= 2,547.28 ACRES

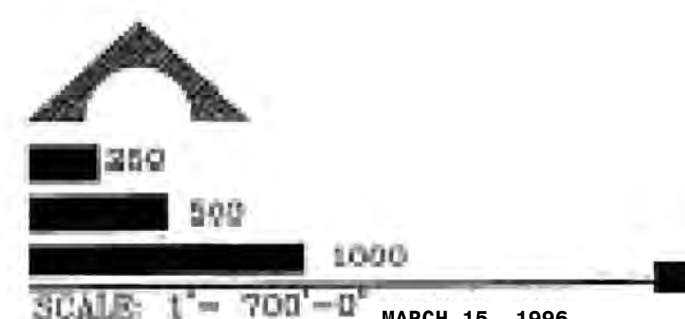
ALL ACREAGES AND AREAS APPROXIMATE ONLY.
BOUNDARIES HAVE NOT BEEN CONFIRMED BY SURVEY

GENERAL DEVELOPMENT PLAN: EXISTING AND PLANNED USES

WOODCREEK FARMS PLANNED UNIT DEVELOPMENT (PUD-2) DR

RICHLAND COUNTY, S.C.

WOODCREEK DEVELOPMENT PARTNERSHIP

8/1/17 EWD
(08/17) 781-

MARCH 15, 1996
REVISED 5/12/04
WCC
REVISED 05/20/20 POWER ENGINEERING COMPANY, INC., ADDED C7
REVISED 09/29/21 JACOB RICE ENGINEERING - ADDED C8
REVISED 01/05/24 HUSSEY GAY BELL - ADDED C9

ORDINANCE NO.: 2025-067

Annexing 302 Turnwall Lane, Richland County TMS # 28911-03-02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

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

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

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

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

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

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

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

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

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

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.

2. The property identified as 302 Turnwall Lane, Richland County TMS # 28911-03-02 containing 0.17 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #4, Census Tract 114.07, and assigned a future land use classification of Urban Edge Residential Small Lot (UER-1) and zoning of Planned Development District (PD).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 28911-03-02

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

Requested by:

Assistant City Manager Palen

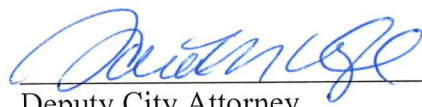
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:
Final Reading:

ORDINANCE NO.: 2025-067**EXHIBIT "A"**
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and designated as Lot 38 on a plat of The Courtyards at Woodcreek Phase 1 prepared by Belter & Associates, Inc., dated September 6, 2013 and recorded in the Office of the Register of Deeds for Richland County in Record Book 1895 at Page 1023; having the boundaries and measurements as shown on said plat, reference being craved thereto for a more complete and accurate legal description.

LEGAL DEPARTMENT DRAFT



MEETING DATE: August 19, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP
AMENDMENT, AND ZONING MAP AMENDMENT for
229 Charles Towne Court, TMS# 19206-09-20

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-068 - Annexing 229 Charles Towne Court, Richland County TMS # 19206-09-20 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 Residential Large Lot (UER-2) and assign zoning of Residential Single Family – Medium Lot District (RSF-2) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Residential 2 (R2) by Richland County.

Council District: 4

Applicant: Simon Holliday, Jr.

Staff Recommendation: Approval

PC Recommendation: 07/10/2025; Approval (6-0)

ATTACHMENTS:

- **#a:** ANNEX-2025-0013_CharlesTowneCt_ZPH Packet (PDF)
- **#b:** 2025-068 - Annex and Incorporate 229 Charles Towne Court (PDF)



CITY COUNCIL

August 19, 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

229 Charles Towne Court, TMS# 19206-09-20

Council District: 4

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

Applicant: Simon Holliday, Jr.

Staff Recommendation: Approval

PC Recommendation: 07/10/2025; Approval (6-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.26 acre

Current Use: Residential

Proposed Use: Residential

Reason for Annexation: Municipal Services - Existing Residence

Urban Service Area: Secondary

Current County Land Use Classification: Neighborhood (Medium Density)

Proposed City Land Use Classification: Urban Edge Residential Large Lot (UER-2)

Current County Zoning: Residential 2 (R2)

Proposed City Zoning: Residential Single Family – Medium Lot District (RSF-2)

Census Tract: 116.08

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 Urban Edge Residential Large Lot (UER-2). The property is currently designated as Neighborhood (Medium Density) by Richland County.

Refer to the attached land use classification descriptions for existing Richland County and proposed City of Columbia land use classifications.

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 Residential 2 (R2) by Richland County. Adjacent parcels within the City of Columbia are zoned Residential Single Family – Large Lot District (RSF-1). Adjacent parcels in unincorporated Richland County are currently zoned Residential 2 (R2).

The proposed City of Columbia zoning is Residential Single Family – Medium Lot District (RSF-2).

Refer to the attached zoning district descriptions for more information on the proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends the assignment of the future land use classification of Urban Edge Residential Large Lot (UER-2) and recommends assigning the zoning of Residential Single Family – Medium Lot District (RSF-2) at the time of annexation, as the predominant lot sizes in the subdivision are best aligned with the RSF-2 requirements.



Future Land Use

229 Charles Towne Court, TMS# 19206-09-20

Current Richland County Future Land Use: Neighborhood (Medium Density)

Proposed City Future Land Use: Urban Edge Residential Large Lot (UER-2)

16.a

Legend

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

0 100 200 Feet

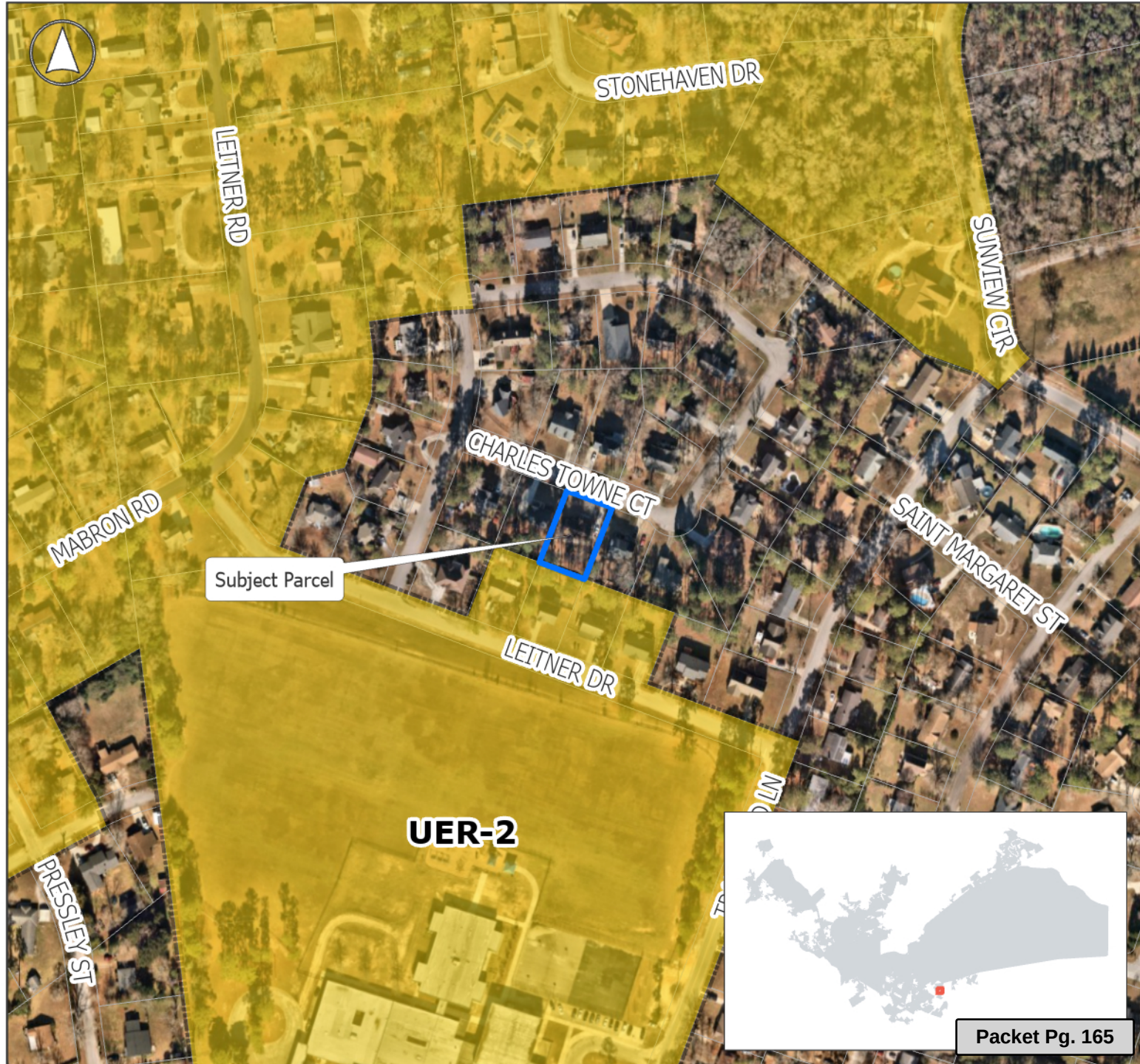
0 100 200



Planning & Development
Services Department

Created by: swudson Date: 7/3/2025

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



Packet Pg. 165

Zoning

229 Charles Towne Court, TMS# 19206-09-20

16.a

Current Richland County Zoning: R2

Proposed City Zoning: Residential Single Family - Medium Lot District (RSF-2)

Legend

RSF-1: Residential Single Family - Large Lot District

Parcels

City Limits



0 100 200 Feet



Planning & Development
Services Department

Created by: swhudson Date: 6/17/2025

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

NEIGHBORHOOD (MEDIUM-DENSITY)

Land Use and Character

Areas include medium-density residential neighborhoods and supporting neighborhood commercial scale development designed in a traditional neighborhood format. These neighborhoods provide a transition from Neighborhood (Low-Density) to more intense Mixed Residential (High-Density) urban environments. Multi-family development should occur near activity centers and within Priority Investment Areas with access to roadways with adequate capacity and multimodal transportation options. Non-residential development may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial.



Desired Development Pattern

The primary use within this area is medium density residential neighborhoods designed to provide a mix of residential uses and densities within neighborhoods. Neighborhoods should be connected and be designed using traditional grid or modified grid designs. Non-residential uses should be designed to be easily accessible to surrounding neighborhoods via multiple transportation modes.



Transportation

Upgrades to arterial and collector roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. Subdivisions should be designed to provide vehicular, bicycle, and pedestrian access and connectivity throughout, either through conventional sidewalks or through greenway and trail access.

Recommended Land Uses

Primary Land Uses: Single-family detached houses, duplexes, townhomes

Secondary Land Uses: Multi-family development, neighborhood serving services, such as small scale drycleaners, professional offices, coffee shops, bakeries and restaurants, drug-stores, and convenience stores should be located within Neighborhood Activity Centers or may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial. These land uses should not result in strip commercial development or fragmented “leapfrog” development patterns along corridors. Places of worship, public or private parks, and public recreation facilities are also appropriate uses. These uses should be integrated to better serve surrounding residential properties through pedestrian access, and mitigation of any noise, light, or traffic impacts on neighborhoods.

Policy Guidance

1. Neighborhood densities should be based on allowing higher densities that include single-family attached housing near major corridors and activity centers and lower densities that include only single-family detached housing near open space developments, low-density residential, and rural areas.
2. Master planning of neighborhoods is encouraged and should include neighborhood parks and open spaces as part of the development program. A mix of housing types is encouraged within individual developments. Neighborhood scale commercial centers are also an appropriate amenity to include in master planned developments.
3. Traditional neighborhood designs should be facilitated by development of a new zoning district that allows for a mix of housing types and lot sizes within a single development.
4. Developments should connect to adjacent neighborhoods and commercial/employment areas, and be supported by multiple modes of transportation.
5. The protection of mature tree canopy is encouraged for areas surrounding developments and on private residential lots, as feasible.

6. Environmentally sensitive areas, such as floodplains, wetlands, and lands along creeks and surface waters should be protected or developed using best management practices to maintain the areas green infrastructure system, and to ensure long-term water quality. Providing public recreational access to these features, as feasible, is preferred.

Relevant Plans

Broad River Road Corridor and Neighborhood Master Plan, Candlewood Master Plan, Crane Creek Master Plan, Lower Richland Community Strategic Master Plan, The Renaissance Plan: Decker Boulevard/Woodfield Park Area

Priority Investment Areas

#2 Ballentine at Dutch Fork Road, Marina, and Broad River Road, Portion of #5 I-20 Fairfield Interchange, Portion of #9 Decker Boulevard and Two Notch Road, Portion of #8 I-77 Farrow Road Interchange

Areas of Common Interest

Proposed projects in the Northwest, North Central, Northeast, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Existing Zoning Districts of Similar Character

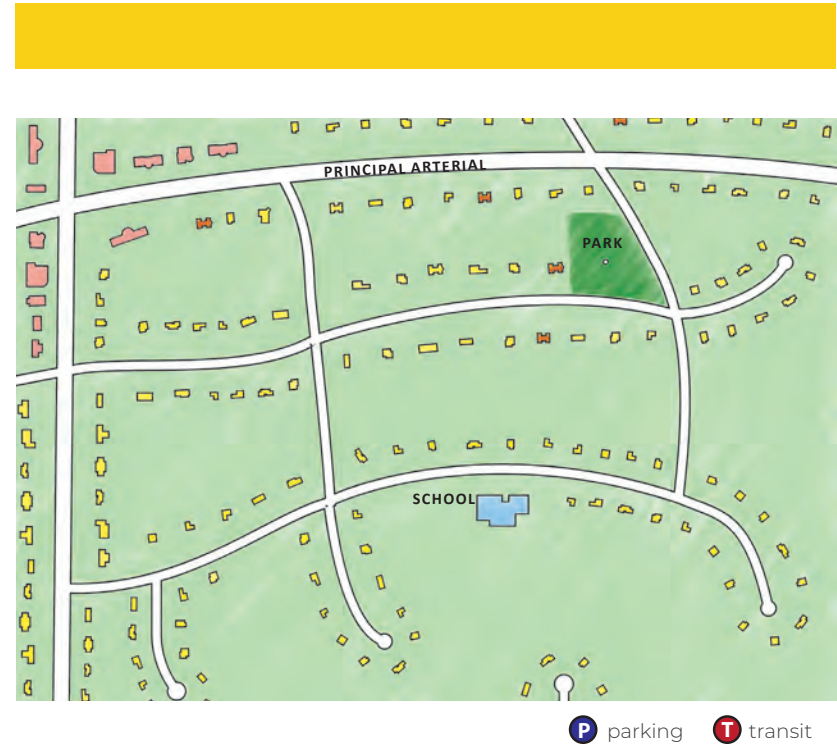
RS-LD, RS-MD, MH, PDD

Proposed Future Land Use Classification

Development Types

URBAN EDGE RESIDENTIAL 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.



Proposed Zoning District



RSF-2: Residential Single Family – Medium Lot District

Purpose

The purpose of the Residential Single-Family - Medium Lot (RSF-2) District is to provide lands that accommodate primarily single-family detached dwellings at moderate densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	8,500
Lot Width, min. (ft.)	60
Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	40
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	20
Side Yard Setback, min. (ft.)	5
Rear Yard Setback, min. (ft.)	10
Building Height, max. (ft.)	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Cemetery ²
Cottage Neighborhood Development	Park or greenway ¹
Dwelling, single-family detached	Utility facility, major ²
Community recreation center	Utility facility, minor
Cultural facility ²	Community garden ¹
Day care facility ²	Crop production and processing ²
Library	
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.

ORDINANCE NO.: 2025-068

Annexing 229 Charles Towne Court, Richland County TMS # 19206-09-20 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 229 Charles Towne Court, Richland County TMS # 19206-09-20 containing 0.26 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #4, Census Tract 116.08, and assigned a future land use classification of Urban Edge Residential Large Lot (UER-2) and zoning of Residential Single Family – Medium Lot District (RSF-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 19206-09-20

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

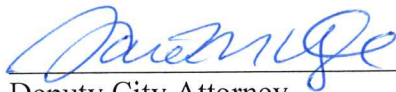
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2025-068**EXHIBIT "A"**
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.26 acre, more or less, and shown and designated as block 09, lot 20 on Richland County Tax Map 19206. Said parcel having such boundaries and measurements as are shown on said tax map.

LEGAL DEPARTMENT DRAFT



MEETING DATE: August 19, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **ZONING MAP AMENDMENT for 1001, 1005, 1007, 1009, 1011, and 1103 Wildwood Avenue, TMS# 09215-18-11, 09215-18-10, 09215-18-09, and 09215-17-01**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-066 - Amending the Official Zoning Map to modify the zoning for 1001, 1005, 1007, 1009, 1011, and 1103 Wildwood Avenue, Richland County TMS # 09215-18-11, 09215-18-10, 09215-18-09, and 09215-17-01

Proposal: Request to rezone the property from Planned Development District (PD) in a Historic Preservation Overlay District (OV-HP) to Residential Single Family – Small Lot District (RSF-3) in a Historic Preservation Overlay District (OV-HP).

Council District: 1

Applicant: Jeremy Shreve, Lenoir Rhyne University

Staff Recommendation: Approval

PC Recommendation: 07/10/2025; Approval (6-0)

ATTACHMENTS:

- **#a:** ZMA-2025-0012_Wildwood_LutheranSeminary_ZPH Packet (PDF)
- **#b:** 2025-066 - Zoning Map Amendment of Wildwood (PDF)
- **#c:** Zoning Map (PDF)



CITY COUNCIL

August 19, 2025 at 4:00 P.M.

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

ZONING MAP AMENDMENT CASE SUMMARY

1001, 1005, 1007, 1009, 1011, and 1103 Wildwood Avenue,
TMS# 09215-18-11, 09215-18-10, 09215-18-09, and 09215-17-01

Council District: 1

Proposal: Request to rezone the property from Planned Development District (PD) in a Historic Preservation Overlay District (OV-HP) to Residential Single Family – Small Lot District (RSF-3) in a Historic Preservation Overlay District (OV-HP).

Applicant: Jeremy Shreve, Lenoir Rhyne University

Staff Recommendation: Approval

PC Recommendation: 07/10/2025; Approval (6-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: ±1.95 acres

Current Use: Residential – Single Family Homes

Proposed Use: Residential – Single Family Homes

Future Land Use Classification: Urban Core Residential Small Lot (UCR-1)

Current Zoning: Planned Development District (PD) in a Historic Preservation Overlay District (OV-HP; Seminary Ridge Protection Area)

Proposed Zoning: Residential Single Family – Small Lot District (RSF-3) in a Historic Preservation Overlay District (OV-HP; Seminary Ridge Protection Area)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is designated as Urban Core Residential Small Lot (UCR-1) in the *Columbia Compass: Envision 2036* Future Land Use Map.

Refer to the attached land use classification description.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study areas for the [Master Plan for the Villages of North Columbia](#) (2005) and the [Walkable 29203 Pedestrian Master Plan](#) (2017).

The subject property is located within the study area of The Master Plan for the Villages of North Columbia, more specifically within Cluster Three (Section 2, Page 49) and the proposed College Village (Section 3, Page 85) set forth by the plan. The College Village plan recommends a future land use of Low Density Residential (Single-Family Detached Homes) for the subject property (Section 3, Page 97), and envisions “a dynamic pedestrian friendly environment that captures the growing college student market and the diversity of the surrounding neighborhoods” (Section 3, Page 96). Recommendations specific to the Seminary Ridge neighborhood note that “the designation of the campus and neighborhood as a historic conservation district will allow for the continued preservation of existing neighborhood fabric” and that the “implementation of a more pedestrian friendly streetscape including curb and gutter, street trees, and traffic calming measures will benefit these homes [... and would] also enhance pedestrian movement between Eau Claire High School and the College Village Activity Node.” The plan also notes that “future infill [in the Seminary Ridge neighborhood] should be similar in scale and style to that of its adjacent homes” (Section 3, Page 108).

The subject property is also located within the study area of the Walkable 29203 Pedestrian Master Plan, which was the result of a joint planning effort between SCDHEC, Richland County, and the City of Columbia. The plan makes broad policy recommendations for the entire 29203 zip code, as well as specific policy and infrastructure recommendations within and adjacent to the North Main and Crane Creek planning areas. Area-wide, the Plan recommends improving the streetscape for pedestrian use to combat perceptions of crime and encourage pedestrian use (Page 117). The plan does not make any recommendations specific to the subject property.

ZONING

The subject property is currently zoned Planned Development District (PD) in a Historic Preservation Overlay District (OV-HP; [Seminary Ridge Protection Area](#)). The abutting properties to the west, north, and east are all single family residences and zoned Residential Single Family – Small Lot District (RSF-3) in a Historic Preservation Overlay District (OV-HP; [Seminary Ridge Protection Area](#)).

The campus of Lenoir Rhyne University is across Wildwood Avenue to the south, and is zoned Planned Development District (PD) and is classified as an Individual Landmark Group I (OV-HP).

The proposed zoning is Residential Single Family – Small Lot District (RSF-3) in a Historic Preservation Overlay District (OV-HP; [Seminary Ridge Protection Area](#)).

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 RSF-3 District is consistent with adjacent residences and the properties will remain within the Historic Preservation Overlay District (OV-HP; [Seminary Ridge Protection Area](#)).



Future Land Use

1001-1011 and 1103 Wildwood, Avenue, TMS# 09215-18-09. -10, -11, and 09215-18-09. -12
Future Land Use: Urban Core Residential Small Lot (UCR-1)

17.a

Legend

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

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Planning & Development
Services Department

Created by: swudson Date: 7/3/2025

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Zoning

1001-1011 and 1103, Wildwood Ave, TMS# 09215-17-01, 09215-18-09, -10 and -

17.a

Current Zoning: Planned Development District (PD) with OV-HP

Proposed Zoning: Residential Single Family - Small Lot District (RSF-3) with OV-HP

Legend

- CAC: Community Activity Center/Corridor
- NAC: Neighborhood Center/Corridor
- RSF-3: Residential Single Family - Small Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RM-2: Residential Mixed
- RM-1: Residential Mixed
- PD: Planned Development
- Design Overlay Districts
- OV-HP: Individual Landmark
- OV-HP: Historic Preservation Overlay Districts
- Parcels
- City Limits



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Planning & Development
Services Department

Created by: sw Hudson Date: 6/17/2025

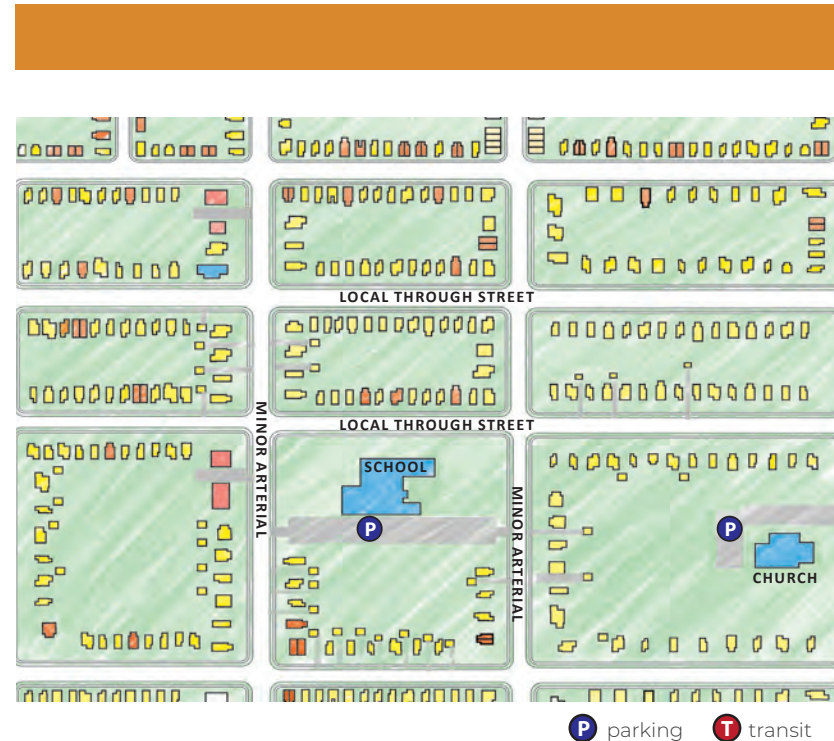
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Future Land Use Classification

Development Types

URBAN CORE RESIDENTIAL SMALL LOT (UCR-1)

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950 and many continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.



UCR-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

- Single-family Attached
- Two-family
- Three-family

TERTIARY TYPES

- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UCR-I DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight; they include sidewalks and tree lawns, preferably lining both sides of the street. Local streets may be narrower than the principal and minor arterial roads.
- Transit may be found along principal and minor arterials or in adjacent activity corridors or centers.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban center. Alleyways are not common but can be used in redevelopment or infill to increase accessibility.
- The subdivision of blocks is regular and results in equally sized lots that average less than 8,700 square feet. Multiple smaller lots are consolidated to accommodate larger buildings like schools. Deeper lots may be found along major roads.
- Buildings are set back from the street by small to medium front yards with front doors or entrances located on the main façade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of a block.
- Individual lots may have only one narrow side yard and have a zero lot line setback from front or side property lines, however buildings set in the center of the lot are also common.
- Housing is primarily single family residential, and most buildings are of a similar size, height, and style within a block. Building sizes vary, but most are one to two stories in height with less than 2,000 square feet of livable space per unit.
- Some lots have dedicated parking areas - in driveways, or detached garages located in the interior of the block. On-street parking is also common.



- Open spaces for community gardens or informal passive neighborhood and community scale parks are important open space elements in a more densely developed neighborhood.
- Architecture is vernacular and detailing is human scale with frequent windows, front entrances, porches, stoops, and/or balconies. Neighborhoods display era-specific architectural styles which should be used as a reference for scale and massing for any infill buildings.

Current Zoning District

Article 3: Zoning Districts**Sec. 17-3.6. Planned Development Districts****(c) PD-#: Planned Development District****(c) PD-#: Planned Development District****(1) Purpose**

The purpose of the Planned Development (PD) District is to encourage integrated and well-planned mixed-use development in locations throughout the City. A range of residential and nonresidential uses are allowed, with the intent of providing a variety of housing options and mutually-supportive nonresidential uses that serve the residents and the surrounding neighborhood.

Substantial flexibility is provided, with an expectation that development quality will surpass what is otherwise achievable through the base zoning district. District standards shall support the efficient use of land and resources, protect natural features and the environment, promote greater efficiency in providing public facilities and infrastructure, and mitigate potential adverse impacts on surrounding development.

**(2) Intensity and Dimensional Standards**

Standard	Requirement
Lot Area, min. (sf.)	To be established in PD Plan and PD Agreement document as set forth in Sec. 17-2.5(d), Planned Development.
Lot Width, min. (ft.)	
Lot Coverage, max. (% of site area)	
Density, max. (du/acre)	
Intensity, max. (sf)	
Front Yard Setback, min. (ft.)	
Side Yard Setback, min. (ft.)	
Rear Yard Setback, min. (ft.)	
Building Height, max. (ft.)	
Other intensity and dimensional standards	
Notes: ft. = feet sf. = square feet du. = dwelling unit	

Proposed Zoning District



RSF-3: Residential Single Family – Small Lot District

Purpose

The purpose of the Residential Single-Family - Small Lot (RSF-3) District is to provide lands that accommodate primarily single-family detached dwellings at moderate densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	5,000
Lot Width, min. (ft.)	50
Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	40
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	15
Side Yard Setback, min. (ft.)	5
Rear Yard Setback, min. (ft.)	10
Building Height, max. (ft.)	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Arboretum or botanical garden ²
Cottage Neighborhood Development	Cemetery ²
Dwelling, single-family detached	Park or greenway ¹
Community recreation center	Utility facility, major ²
Cultural facility ²	Utility facility, minor
Day care facility ²	Community garden ¹
Library	Crop production and processing ²
Place of worship ²	
Public safety facility	
Elementary, middle, or high school ²	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2025-066

Amending the Official Zoning Map to modify the zoning for 1001, 1005, 1007, 1009, 1011, and 1103 Wildwood Avenue, Richland County TMS # 09215-18-11, 09215-18-10, 09215-18-09, and 09215-17-01

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 1001, 1005, 1007, 1009, 1011, and 1103 Wildwood Avenue, Richland County TMS # 09215-18-11, 09215-18-10, 09215-18-09, and 09215-17-01; 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 1001, 1005, 1007, 1009, 1011, and 1103 Wildwood Avenue, Richland County, Richland County TMS# 09215-18-11, 09215-18-10, 09215-18-09, and 09215-17-01 as shown in Attachment A, is hereby rezoned from Planned Development District (PD) in a Historic Preservation Overlay District (OV-HP) to Residential Single Family – Small Lot District (RSF-3) in a Historic Preservation Overlay District (OV-HP). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

LEGAL DEPARTMENT DRAFT

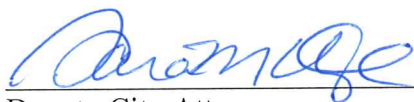
Requested by:

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

Zoning

1001-1011 and 1103, Wildwood Ave, TMS# 09215-17-01, 09215-18-09, -10 and -

17.c

Current Zoning: Planned Development District (PD) with OV-HP

Proposed Zoning: Residential Single Family - Small Lot District (RSF-3) with OV-HP

Legend

- CAC: Community Activity Center/Corridor
- NAC: Neighborhood Center/Corridor
- RSF-3: Residential Single Family - Small Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RM-2: Residential Mixed
- RM-1: Residential Mixed
- PD: Planned Development
- Design Overlay Districts
- OV-HP: Individual Landmark
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Planning & Development
Services Department

Created by: sw Hudson Date: 6/17/2025

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MEETING DATE: August 19, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **ZONING MAP AMENDMENT for 1013 Duke Avenue,
TMS# 09214-01-04**

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-065 - Amending the Official Zoning Map to modify the zoning for 1013 Duke Avenue, Richland County TMS # 09214-01-04

Proposal: Request to rezone the property from Planned Development District (PD) in a Historic Preservation Overlay District (OV-HP) to Residential Mixed District (RM-1) in a Historic Preservation Overlay District (OV-HP).

Council District: 1

Applicant: Jeremy Shreve, Lenoir Rhyne University

Staff Recommendation: Approval

PC Recommendation: 07/10/2025; Approval (6-0)

ATTACHMENTS:

- **#a:** 2025-065 - Zoning Map Amendment of 1013 Duke Avenue (PDF)
- **#b:** ZMA-2025-0013_Duke_LutheranSeminary_ZPH Packet (PDF)
- **#c:** Zoning Map (PDF)

ORDINANCE NO.: 2025-065

*Amending the Official Zoning Map to modify the zoning for 1013 Duke Avenue,
Richland County TMS # 09214-01-04*

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 1013 Duke Avenue, Richland County TMS # 09214-01-04; 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 1013 Duke Avenue, Richland County, Richland County TMS# 09214-01-04 as shown in Attachment A, is hereby rezoned from Planned Development District (PD) in a Historic Preservation Overlay District (OV-HP) to Residential Mixed District (RM-1) in a Historic Preservation Overlay District (OV-HP). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

LEGAL DEPARTMENT DRAFT

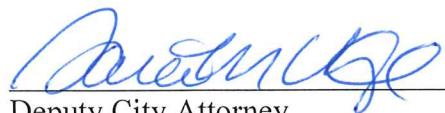
Requested by:

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

August 19, 2025 at 4:00 P.M.

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

ZONING MAP AMENDMENT CASE SUMMARY

1013 Duke Avenue, TMS# 09214-01-04

Council District:	1
Proposal:	Request to rezone the property from Planned Development District (PD) in a Historic Preservation Overlay District (OV-HP) to Residential Mixed District (RM-1) in a Historic Preservation Overlay District (OV-HP).
Applicant:	Jeremy Shreve, Lenoir Rhyne University
Staff Recommendation:	Approval
PC Recommendation:	07/10/2025; Approval (6-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: ± 0.39 acre

Current Use: Residential – Single Family Home

Proposed Use: Residential – Single Family Home

Future Land Use Classification: Urban Core Residential Small Lot (UCR-1)

Current Zoning: Planned Development District (PD) in a Historic Preservation Overlay District (OV-HP; Seminary Ridge Protection Area)

Proposed Zoning: Residential Mixed District (RM-1) in a Historic Preservation Overlay District (OV-HP; Seminary Ridge Protection Area)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is designated as Universities/Colleges (U/C) in the *Columbia Compass: Envision 2036* Future Land Use Map.

Refer to the attached land use classification description.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study areas for the [Master Plan for the Villages of North Columbia](#) (2005) and the [Walkable 29203 Pedestrian Master Plan](#) (2017).

The subject property is located within the study area of The Master Plan for the Villages of North Columbia, more specifically within Cluster Three (Section 2, Page 49) and the proposed College Village (Section 3, Page 85) set forth by the plan. The College Village plan recommends a future land use of Higher Education Institutions for the subject property (Section 3, Page 97), and envisions “a dynamic pedestrian friendly environment that captures the growing college student market and the diversity of the surrounding neighborhoods” (Section 3, Page 96). The subject property also falls within a five minute walking distance of the North Main Street at Monticello Road Activity Node (Section 3, Page 98). Recommendations specific to the Seminary Ridge neighborhood note that “the designation of the campus and neighborhood as a historic conservation district will allow for the continued preservation of existing neighborhood fabric” and that the “implementation of a more pedestrian friendly streetscape including curb and gutter, street trees, and traffic calming measures will benefit these homes [... and would] also enhance pedestrian movement between Eau Claire High School and the College Village Activity Node.” The plan also notes that “future infill [in the Seminary Ridge neighborhood] should be similar in scale and style to that of its adjacent homes” (Section 3, Page 108).

The subject property is also located within the study area of the Walkable 29203 Pedestrian Master Plan, which was the result of a joint planning effort between SCDHEC, Richland County, and the City of Columbia. The plan makes broad policy recommendations for the entire 29203 zip code, as well as specific policy and infrastructure recommendations within and adjacent to the North Main and Crane Creek planning areas. Area-wide, the Plan recommends improving the streetscape for pedestrian use to combat perceptions of crime and encourage pedestrian use (Page 117). The plan recommends sidewalk infill and traffic calming along Arlington Street adjacent to the subject property (pages 95-96).

ZONING

The subject property is currently zoned Planned Development District (PD) in a Historic Preservation Overlay District (OV-HP; [Seminary Ridge Protection Area](#)). The properties on both sides of this block of Duke Avenue are all single family residences, and with the exception of three lots to the south formerly owned by the Lutheran Theological Seminary (zoned PD, OV-HP) are zoned Residential Mixed District (RM-1) in a Historic Preservation Overlay District (OV-HP; [Seminary Ridge Protection Area](#)).

The campus of Lenoir Rhyne University is to the north and across Arlington Street to the northeast, and is zoned Planned Development District (PD); portions are further classified as an Individual Landmark Group I (OV-HP).

The proposed zoning is Residential Mixed District (RM-1) in a Historic Preservation Overlay District (OV-HP; [Seminary Ridge Protection Area](#)).

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 RM-1 District is consistent with adjacent residences, and the properties will remain within the Historic Preservation Overlay District (OV-HP; [Seminary Ridge Protection Area](#)).



Future Land Use

1013 Duke Avenue, TMS# 09214-01-04
Future Land Use: Universities/Colleges (U/C)

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
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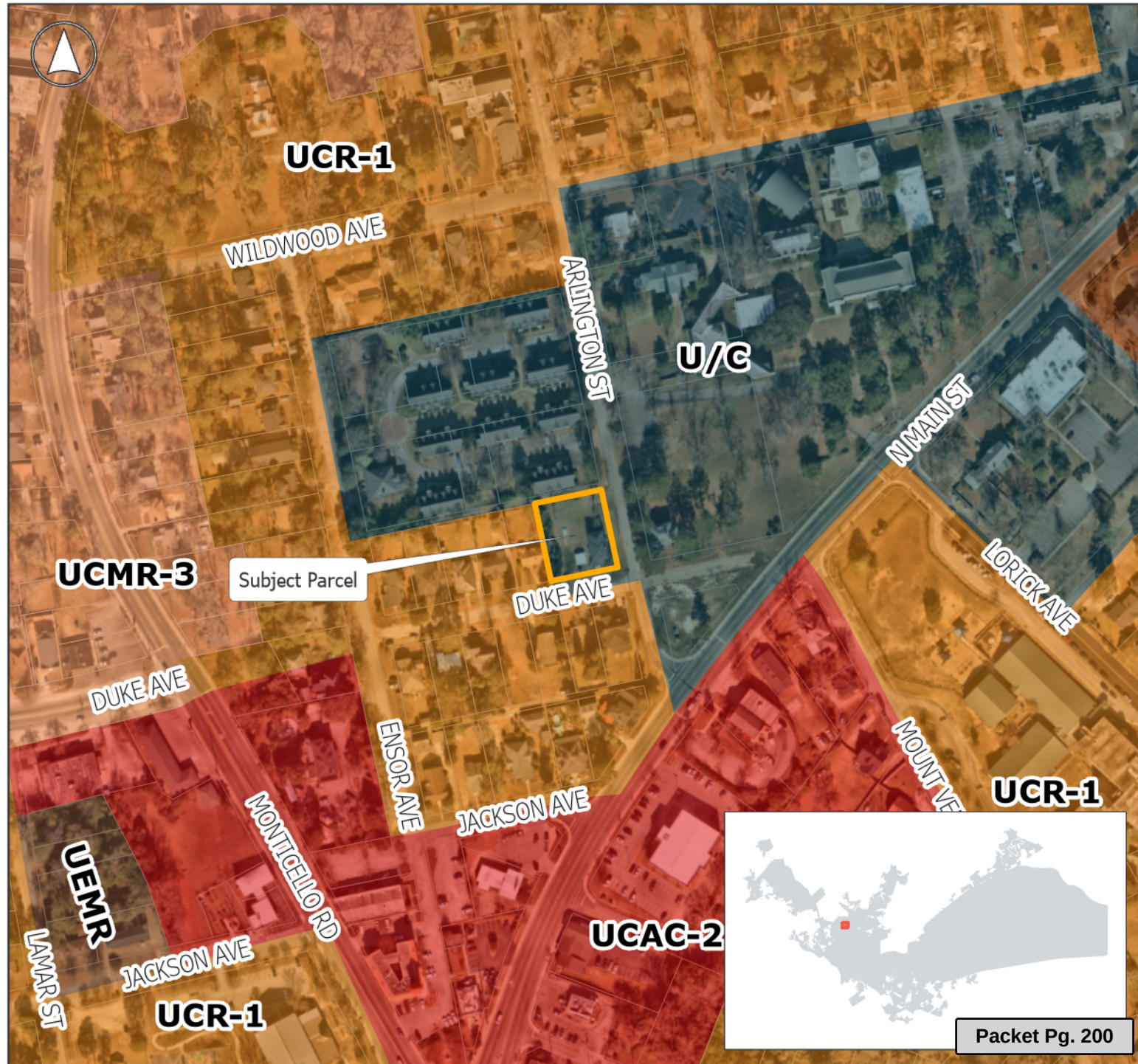
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Planning & Development
Services Department

Created by: swudson Date: 7/3/2025

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Zoning

1013 Duke Ave, TMS# 09214-01-04

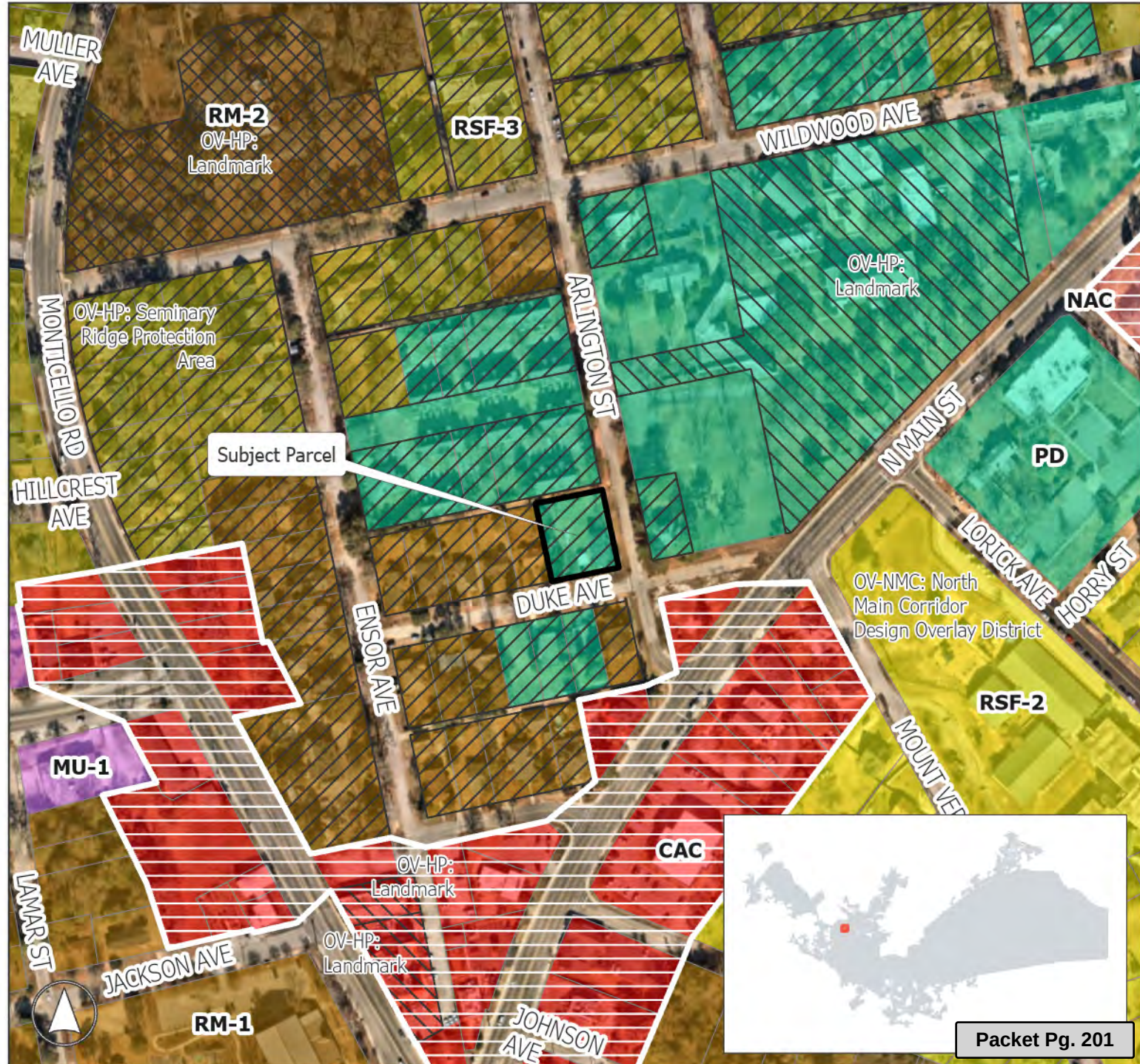
Current Zoning: Planned Development District (PD) with OV-HP

Proposed Zoning: Residential Mixed District (RM-1) with OV-HP

18.b

Legend

- CAC: Community Activity Center/Corridor
- NAC: Neighborhood Center/Corridor
- MU-1: Mixed-Use
- RSF-3: Residential Single Family - Small Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RM-2: Residential Mixed
- RM-1: Residential Mixed
- PD: Planned Development
- Design Overlay Districts
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Planning & Development
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Created by: sw Hudson Date: 6/17/2025

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Future Land Use Classification

Development Types

UNIVERSITIES/COLLEGES (U/C)

There are a number of universities and colleges located within Columbia, including, but not limited to, University of South Carolina, Columbia College, Columbia International University, Allen University, Benedict College, Lenoir-Rhyne, and Midlands Technical College. Any facility with multiple buildings within a large block campus or spanning several blocks should be included within the Universities/Colleges development type. These development types range in size, organization, and intensity, but all represent a unique area or campus within the City. Typically viewed as campuses, these areas often have an institutionally managed master plan for internal circulation and building locations. The City should work with these institutions to ensure compatible transitions to surrounding development types are made, and that critical circulation patterns are maintained.



U/C BUILDING TYPES/LAND USES

PRIMARY TYPES

- Civic/Institutional Small to Large

SECONDARY TYPES

- Business/Employment Small to Extra Large/High-rise
- Parking Structures & Lots
- Multi-family Institutional (Dormitories)

TERTIARY TYPES

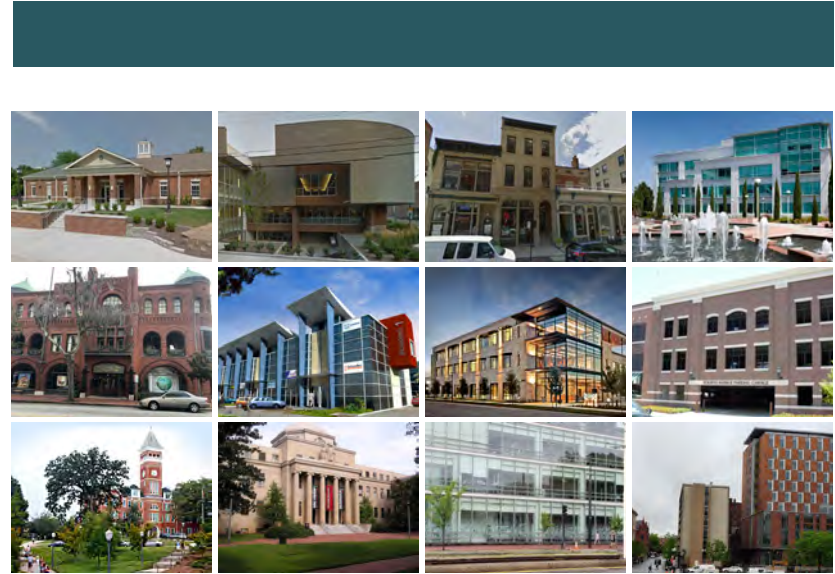
- Power Utilities
- Water & Wastewater Treatment

See matrix for appropriate park/open space types.

Development Types

U/C DEVELOPMENT PATTERN/CONTEXT

- Universities/Colleges are typically built within an existing street network, but may occupy the whole block or a portion of a block. There may be internal streets. Sidewalks are provided at the perimeter of blocks and internally to allow egress to buildings.
- Building placement is typically different from adjacent development types and many buildings will be situated as landmarks set back considerably from the street.
- Buildings may or may not have on-site parking facilities. Using shared parking for the campus is common.
- Open spaces are integral to the development type, and large greens, pocket parks, plazas, greens, and other public or semi-public spaces are often provided.
- Architecture is typically grand or signature in style. Collections of buildings within a campus may share a common architectural style or theme.



Current Zoning District

Article 3: Zoning Districts**Sec. 17-3.6. Planned Development Districts****(c) PD-#: Planned Development District****(c) PD-#: Planned Development District****(1) Purpose**

The purpose of the Planned Development (PD) District is to encourage integrated and well-planned mixed-use development in locations throughout the City. A range of residential and nonresidential uses are allowed, with the intent of providing a variety of housing options and mutually-supportive nonresidential uses that serve the residents and the surrounding neighborhood.

Substantial flexibility is provided, with an expectation that development quality will surpass what is otherwise achievable through the base zoning district. District standards shall support the efficient use of land and resources, protect natural features and the environment, promote greater efficiency in providing public facilities and infrastructure, and mitigate potential adverse impacts on surrounding development.

**(2) Intensity and Dimensional Standards**

Standard	Requirement
Lot Area, min. (sf.)	To be established in PD Plan and PD Agreement document as set forth in Sec. 17-2.5(d), Planned Development.
Lot Width, min. (ft.)	
Lot Coverage, max. (% of site area)	
Density, max. (du/acre)	
Intensity, max. (sf)	
Front Yard Setback, min. (ft.)	
Side Yard Setback, min. (ft.)	
Rear Yard Setback, min. (ft.)	
Building Height, max. (ft.)	
Other intensity and dimensional standards	
Notes: ft. = feet sf. = square feet du. = dwelling unit	

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.

Zoning

1013 Duke Ave, TMS# 09214-01-04

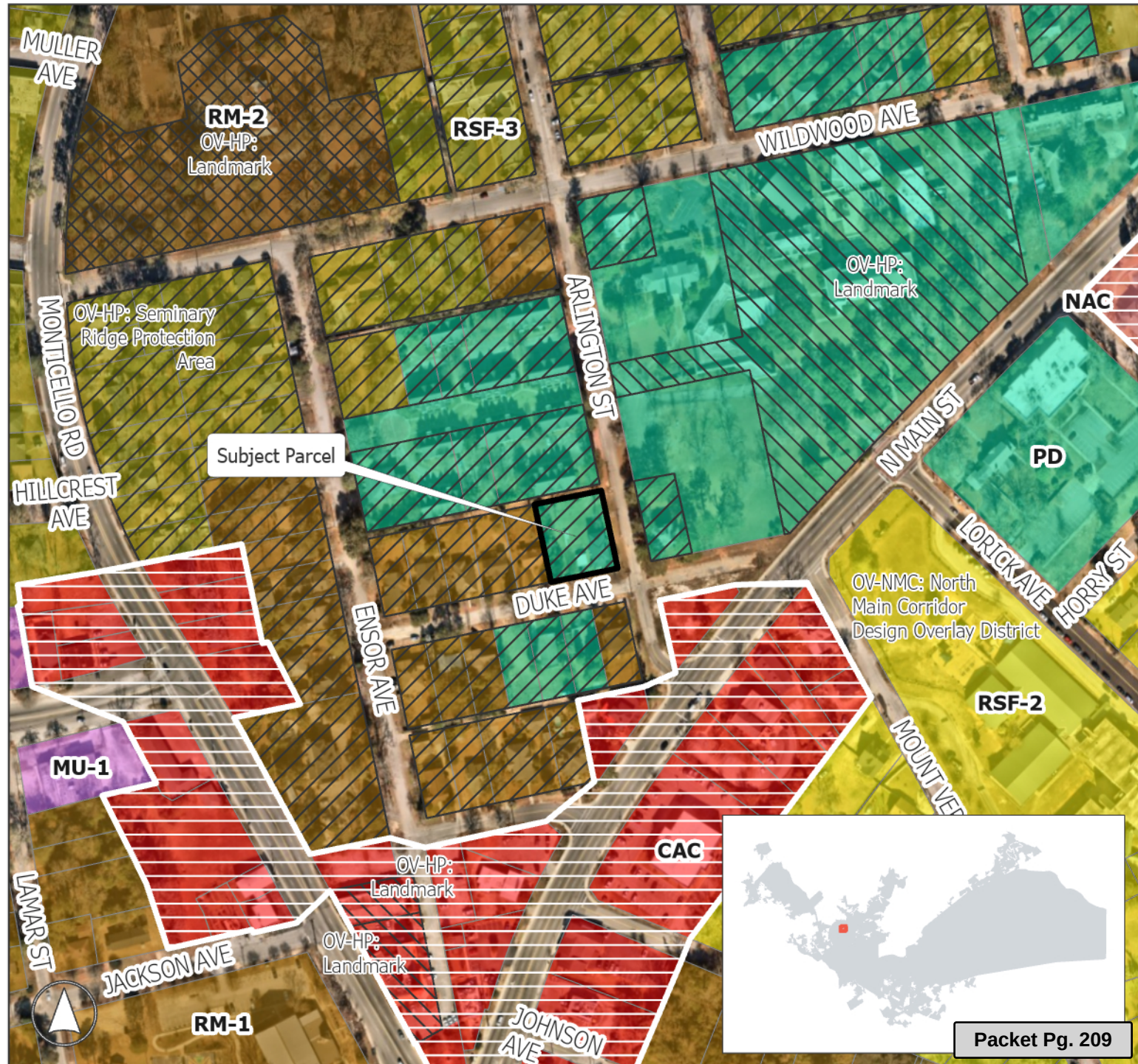
Current Zoning: Planned Development District (PD) with OV-HP

Proposed Zoning: Residential Mixed District (RM-1) with OV-HP

18.c

Legend

- CAC: Community Activity Center/Corridor
- NAC: Neighborhood Center/Corridor
- MU-1: Mixed-Use
- RSF-3: Residential Single Family - Small Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RM-2: Residential Mixed
- RM-1: Residential Mixed
- PD: Planned Development
- Design Overlay Districts
- OV-HP: Individual Landmark
- OV-HP: Historic Preservation Overlay Districts
- Parcels
- City Limits



0 100 200 Feet



Planning & Development
Services Department

Created by: sw Hudson Date: 6/17/2025

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



MEETING DATE: August 19, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE to amend standards for duplexes and setbacks in RD-MV District**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-038 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 3: Zoning Districts Sec. 17-3.2. Residential Base Zoning Districts, (i) RD-MV: Residential Two-Family Mill Village District

Proposal: Amend the Unified Development Ordinance, Chapter 17, Article 3: Zoning Districts Sec. 17-3.2. Residential Base Zoning Districts (i) RD-MV: Residential Two-Family Mill Village District to permit two-family dwellings on lots of record meeting specified criteria and amend setback requirements.

Applicant: Andrew Livengood, Zoning Administrator

Staff Recommendation: Approval

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

ATTACHMENTS:

- **#a:** 2025-038 - Amending Chapter 17 Article 3 Sec. 17-3.2 (PDF)
- **#b:** TA-2025-0006_RD-MV_HistoricLots_ZPH packet (PDF)

ORDINANCE NO.: 2025-038

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 3: Zoning Districts Sec. 17-3.2. Residential Base Zoning Districts, (i) RD-MV: Residential Two-Family Mill Village District

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 (Unified Development Ordinance), Article 3: Zoning Districts, Sec. 17-3.2, Residential Base Zoning, (i) RD-MV: Residential Two-Family Mill Village District is amended to read as follows:

Sec. 17-3.2 Residential Base Zoning**(i) RD-MV: Residential Two-Family Mill Village District****(1) Purpose**

The purpose of the Residential Two-Family - Mill Village (RD-MV) District is to accommodate a mix of singlefamily dwellings and twofamily 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.

(2) Use Standards

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	3,300 <u>[1]</u>
<u>1</u> Lot Width, min. (ft.)	50
<u>2</u> Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	50
Density, max. (du/acre)	13.2
<u>3</u> Front Yard Setback, min. (ft.)	5
<u>4</u> Side Yard Setback, min. (ft.)	10 <u>5</u>
<u>5</u> Rear Yard Setback, min. (ft.)	5 <u>10</u>
<u>6</u> Building Height, max. (ft.)	35
Notes: ft. = feet sf. = square feet du. = dwelling unit	

[1] A minimum lot area of 3,300 square feet is required for a duplex (two-family dwelling). A new duplex may only be established on any single lot that is depicted as a discrete tax

parcel upon a tax map within the 1999 editions of the Richland County or Lexington County
Real Property Tax Map compilations

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



CITY COUNCIL

August 19, 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 for duplexes and setbacks in RD-MV District

Proposal:	Amend the Unified Development Ordinance, Chapter 17, Article 3: Zoning Districts Sec. 17-3.2. Residential Base Zoning Districts (i) RD-MV: Residential Two-Family Mill Village District to permit two-family dwellings on lots of record meeting specified criteria and amend setback requirements.
Applicant:	Andrew Livengood, Zoning Administrator
Staff Recommendation:	Staff Sponsored
PC Recommendation:	4/10/2025; Approval (6-0)

DETAILS

This amendment would restore two items that failed to make the transition from the old Mill Village Two-Family Residential District (RD-2) to its successor, the current Residential Two-Family Mill Village District (RD-MV), upon the adoption of the Unified Development Ordinance (UDO) on August 20, 2019. Both the original RD-2 district and the current RD-MV district are intended for historic mill village areas.

- The first item in this amendment would restore to the RD-MV district a footnote that applied to the RD-2 district that had the effect of allowing a duplex (or two-family dwelling) to be built or reestablished on existing lots as small as 3,300 square feet, but only historic lots, defined as lots that appear on 1999 editions of the Richland County or Lexington County Real Property Tax Map compilations. A newly created lot could still support a duplex if large enough and if the density requirements of no more than 13.2 units per acre are met – 6,601 square feet.
- The second part of this amendment would restore to the RD-MV district the RD-2 setback requirements of 5 feet for a side yard and 10 feet for a rear yard; it appears that the requirements were transposed during the update to the UDO.

Article 3: Zoning Districts

Sec. 17-3.2. Residential Base Zoning Districts

(i) RD-MV: Residential Two-Family - Mill Village District

(i) RD-MV: Residential Two-Family - Mill Village District

(1) 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.



(2) Use Standards

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(3) Intensity and Dimensional Standards

Standard	All Uses
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Lot Coverage, max. (% of site area)	50
Density, max. (du/acre)	13.2
3 Front Yard Setback, min. (ft.)	5
4 Side Yard Setback, min. (ft.)	10 5
5 Rear Yard Setback, min. (ft.)	5 10
6 Building Height, max. (ft.)	35

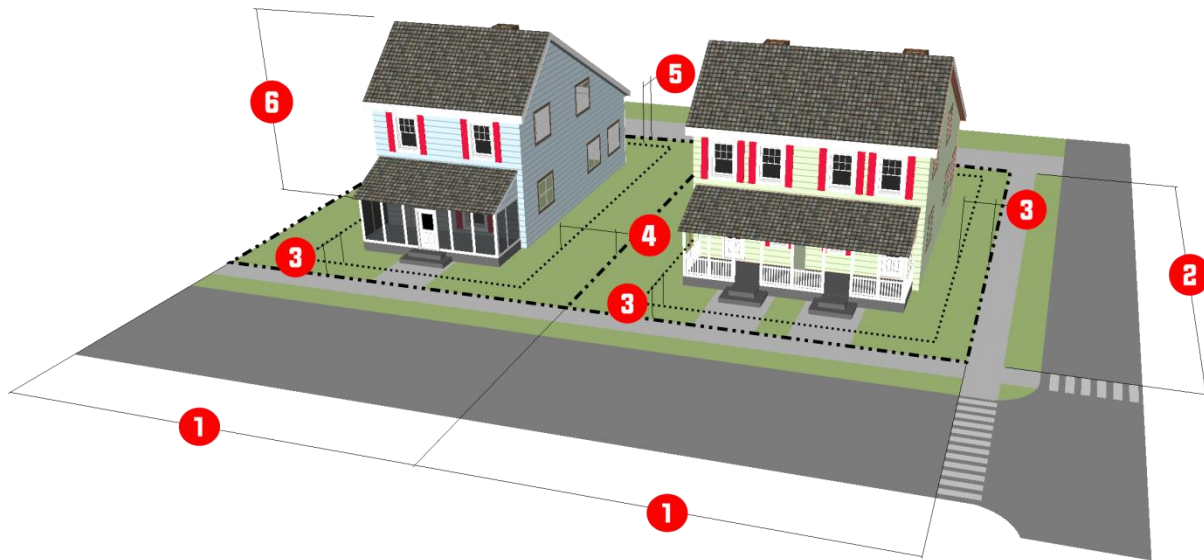
Notes: ft. = feet sf. = square feet du. = dwelling unit

Article 3: Zoning Districts

Sec. 17-3.2. Residential Base Zoning Districts

(i) RD-MV: Residential Two-Family - Mill Village District

[1] A minimum lot area of 3,300 square feet is required for a duplex (two-family dwelling). A new duplex may only be established on any single lot that is depicted as a discrete tax parcel upon a tax map within the 1999 editions of the Richland County or Lexington County Real Property Tax Map compilations



(4) Reference to Other Standards

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement



MEETING DATE: August 19, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-062 - Granting a Franchise to Michael J. Coombes, Jr. d/b/a Lissa's Dawgs for operation of a stationary sidewalk vending cart at 1333 Main Street

REQUISITION NO.: n/a

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** Memo to Sidewalk Vend - Lissa Dawgs (DOCX)
- **#b:** 2025-062 - Sidewalk vending cart -Lissa's Dawgs (PDF)
- **#c:** 1300 Block Main Street Map (PDF)
- **#d:** Permitted Locations and Merchandise (PDF)



Business Licensing Division, Finance Department
1136 Washington Street, First Floor, Columbia, SC 29201 | Phone 803-545-3345

MEMO

Date: July 22nd, 2025

To: Columbia City Council

CC: Kristine Githara, Finance Director; Jeff Palen, ACM

RE: Business Licensing – Sidewalk Vendor Franchise Agreement Process

The City of Columbia, Business Licensing Division has received an application for a Sidewalk Vendor permit/franchise agreement. A sidewalk vendor is "Any person engaged in the selling, or offering for sale, of food, beverages, or merchandise on the public streets or sidewalks, from a cart" (Ord. No. 2002-066,8-21-02, Sec. 11-252). Carts must be portable and non-motorized. Additionally, there are designated vending zones that the applicant selects one to request operations in.

Step 1 - Sidewalk Vendor and Business License Application is received, reviewed, and submitted for Council review.

Step 2 – (a) The franchise required by [section 11-254](#) shall be issued by ordinance in accordance with [section 2-81](#). Any franchise issued pursuant to this division shall be subject to modification by ordinance at any time deemed necessary by the council for protection of public interests. Any franchise shall be granted as a privilege and not as a matter of right. Vending at any location may be temporarily suspended or relocated by the city manager upon reasonable notice when private or public construction or activities of the city make it unsafe or impractical to allow vending.

(b) In determining the acceptability of an application, the council may consider any factors presented in the application, at a public hearing, or in any staff report or investigation of matters related to the past record and ability of the applicant to perform conditions of this division and the franchise agreement in a manner which serves the public interests.



Business Licensing Division, Finance Department
1136 Washington Street, First Floor, Columbia, SC 29201 | Phone 803-545-3345

(c) Not later than 30 days after the filing of a completed application for a vendor's franchise, the applicant shall be notified by the city manager of the date of a public hearing before a decision on the issuance or denial of the franchise.

(d) It will be presumed that the owner of a food service business selling the same merchandise approved for a location within 50 feet of the principal public entrance to the food services business area can best serve the public convenience and interests. If two or more equally acceptable applications for the same location are received, the earliest application, if approved, shall be awarded the franchise. If the franchise is denied pursuant to [section 11-262](#), the applicant shall be provided with a statement of the reasons therefor entered in writing on the application.

Step 3 – If approved, customer is invoiced for Business License fee and franchise fee of \$300.00. Note: A Franchise agreement is granted for not more than one year unless, revoked or suspended prior to expiration. An application to renew shall be made not later than 60 days before expiration of the current franchise.

A denial for the following reasons: Any franchise granted under this division may be denied, suspended or revoked by the council for any of the following reasons:

- (1) Fraud or misrepresentation contained in the application for a franchise.
- (2) Fraud or misrepresentation made in the course of carrying on the business of vending.
- (3) Conduct of the franchised business in such manner as to create a public nuisance or constitute a danger to the public health, safety, welfare or morals.
- (4) Conduct which is contrary to the provisions of this division or the franchise.
- (5) Failure to use the franchise fully in accordance with its terms within 90 days after notice of the grant of franchise, or within 15 days after notice of non-use, during the term of the franchise.



Business Licensing Division, Finance Department
1136 Washington Street, First Floor, Columbia, SC 29201 | Phone 803-545-3345

(6) Failure to qualify for a business license or determination that any condition in [section 11-44](#) or [11-45](#) exists.

(7) A determination that the applicant is not able or qualified, by reason of background, medical limitations, financial condition or conditions related to the vending business, to render acceptable service to the public pursuant to this division.

(8) A determination that a more qualified applicant for the same location will accept a franchise.

(9) A determination that no franchise should be granted to any applicant and that a location should be removed from the vending district approved list.

Details on this Franchise:

Mr. Michael J. Coombes is requesting to vend at the designated zone location 4, Mid-block pad near 1333 Main (attached)

The business would like to sell items in List A, however, this location can vend List C (attached)

All items for this application have been included for Council review.

ORDINANCE NO.: 2025-062

*Granting a Franchise to Michael J. Coombes, Jr. d/b/a Lissa's Dawgs
for operation of a stationary sidewalk vending cart at 1333 Main Street*

BE IT ORDAINED by the Mayor and Council of the City of Columbia, South Carolina, this _____ day of _____, 2025, that pursuant to Sec. 11-256, 1998 Code of Ordinances of the City of Columbia, South Carolina, that Michael J. Coombes, Jr. d/b/a Lissa's Dawgs is granted a franchise for the operation of a stationary sidewalk vending cart at 1333 Main Street for a period of one (1) year from the date of enactment hereof.

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



1300 Block of Main Street

Columbia, SC

0 50 100
Feet

Potential
Vendor
Location

Main St

Washington St

Lady St

20.c



City of Columbia GIS Data Disclaimer

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This map was prepared by:
City of Columbia – GIS Division

GIS@columbiasc.gov
<https://gis.columbiasc.gov>

Wedne

Packet Pg. 221



SIDEWALK VENDING

BUSINESS LICENSE DIVISION

Below is a list of the permitted locations for sidewalk vending (in accordance with Resolution R-2012-058) and the names of the businesses approved for those locations, if any.

Location No.	Description	Merchandise	Business Name
1	Mid block pad near 1701 Main	List A and C	Available
2	Mid block pad near 1423 Main	List A, B and C	Available
3	SE corner of Assembly & Hampton	List A, B and C	Available
4	Mid block pad near 1333 Main	List A and C	Available
5	Mid block, end of College, east side of Sumter (USC Horsehoe)	List A and C	Available
6	NW corner Main & Washington	List A, B and C	Available
7	NE corner Main & Lady	List A, B and C	Available
8	SW corner Assembly & Laurel	List C	Available
9	N corner Lincoln Street @ Finley Park	List A and C	Available
10	NW corner Sumter & Greene	List A and B	Available
11	Mid block pad N/S 1100 Gervais	List A and C	Available

*Additional locations may be requested, but will require City Council approval.

**CITY OF COLUMBIA STREET VENDOR FRANCHISE
PERMITTED MERCHANDISE**

- LIST A Hot dogs, sausages, hamburgers, tacos, burritos, baked potatoes, prepackaged sandwiches, *and anything in a layered arrangement like a sandwich (i.e., Gyros, wraps, etc.)*, chips, hot and cold (non-alcoholic) beverages, peanuts, salads, vegetables, other packaged meals, and other related items specifically approved for this location which meet the provisions of the franchise ordinance.
- LIST B Bagels, chips, biscuits, popcorn, nuts, pretzels, hot and cold (non-alcoholic) beverages and other related items specifically approved for this location which meet the provisions of the franchise ordinance.
- LIST C Pastries, candy, ice products, ice cream, milk products, frozen yogurt, hot and cold (non-alcoholic) beverages and other related items specifically approved for this location which meet the provisions of the franchise ordinance.
- LIST D Flowers and other related items specifically approved for this location which meet the provisions of the franchise ordinance.



MEETING DATE: August 19, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-070 - Granting an encroachment to Peter Currence for the use of the right of way area of the 3800 block of Kilbourne Road for the installation and maintenance of brick columns adjacent to 3806 Kilbourne Road, Richland County TMS# 13905-09-02

REQUISITION NO.: 2025-070

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** 2025-070 - 3806 Kilbourne Rd encroachment(PDF)
- **#b:** 3806 Kilbourne Encroachment Case summary full package(PDF)

ORDINANCE NO.: 2025-070

Granting an encroachment to Peter Currence for the use of the right of way area of the 3800 block of Kilbourne Road for the installation and maintenance of brick columns adjacent to 3806 Kilbourne Road, Richland County TMS# 13905-09-02

WHEREAS, Peter Currence, (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 3800 block of Kilbourne Road for the installation and maintenance of four (4) brick columns measuring approximately eighteen (18") inches in width by eighteen (18") inches in length by thirty-six (36") inches in height adjacent to 3806 Kilbourne Road, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2025, that Grantee is hereby granted the right to use the right of way area of the 3800 block of Kilbourne Road adjacent to 3806 Kilbourne Road, Richland County TMS# 13905-09-02, for the installation and maintenance of four (4) brick columns measuring approximately eighteen (18") inches in width by eighteen (18") inches in length by thirty-six (36") inches in height, as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns; and,

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.

3. Grantee is responsible for maintaining landscaping and improvements.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
8. Prior to installation of brick columns, coordinate with City of Columbia Engineering Department to ensure all City of Columbia encroachment utility encroachment permit requirements are met.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Palen

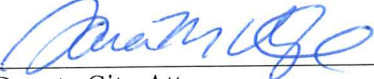
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

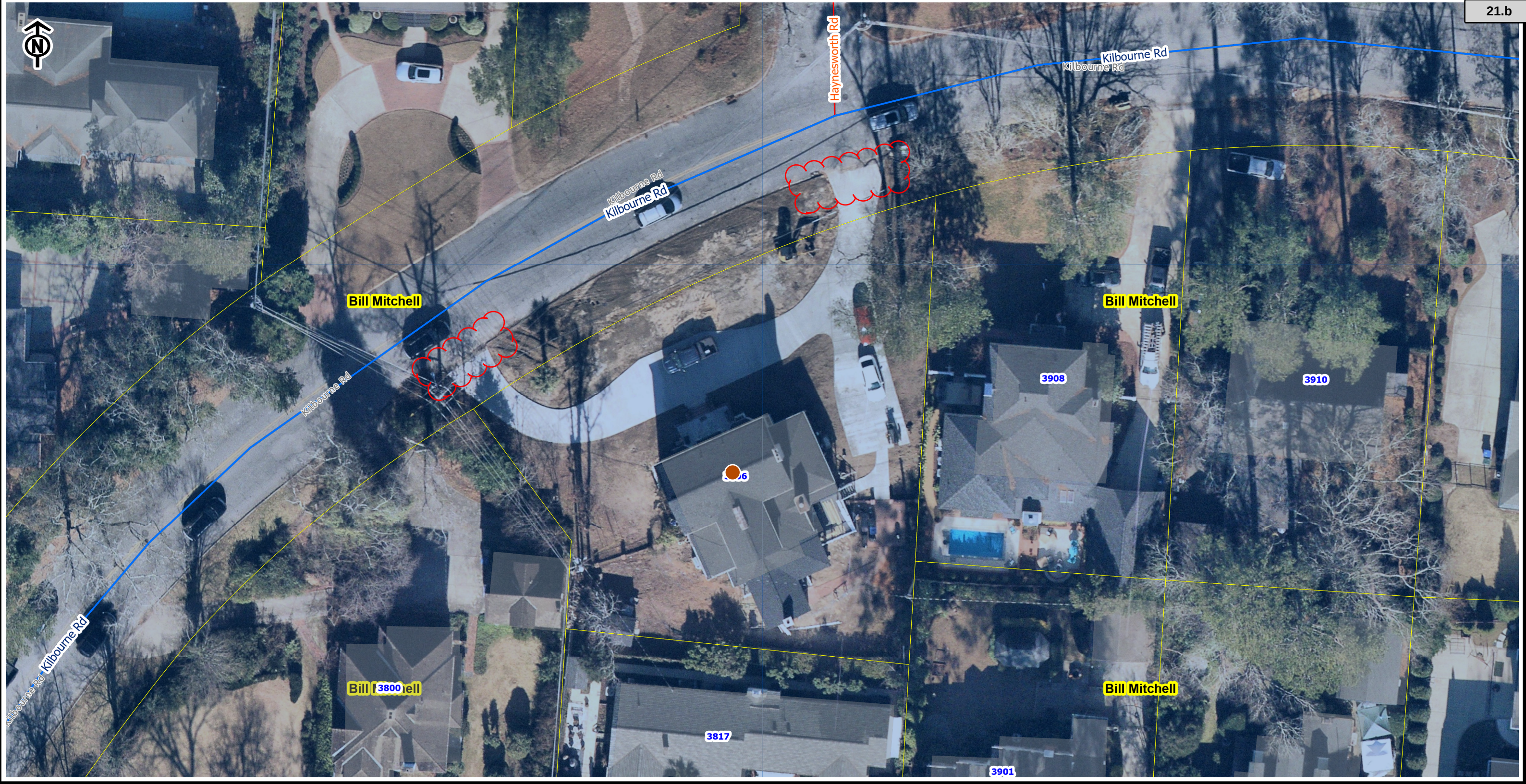
**CITY COUNCIL
ENCROACHMENT SUMMARY
2025-070**



**3800 BLOCK OF KILBOURNE ROAD
ADJACENT TO 3806 KILBOURNE ROAD
BRICK COLUMNS**

Subject Property:	Right-of-way adjacent to 3806 Kilbourne Road
Council District:	4
Proposal:	The applicant is requesting an encroachment for installation and maintenance of four brick columns.
Applicant:	Peter Currence
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for the installation and maintenance of four brick columns measuring approximately eighteen (18”) inches in width by eighteen (18”) inches in length by thirty-six (36”) inches in height adjacent to 3806 Kilbourne Road, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. Prior to installation of brick columns, coordinate with City of Columbia Engineering Department to ensure all City of Columbia encroachment utility encroachment permit requirements are met.
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Citywide GIS Viewer Map

This map was prepared using
the City GIS Viewer
City of Columbia - GIS Division
8/4/2025 11:46 AM



Address Point

Dwelling Type

- Single Family
- Multi Unit
- Others
- InActive
- Tax Parcel
- Building Footprint

Street & Ownership

- Interstate
- Highway

- City Maintained
- State Maintained
- Private
- Others
- Columbia City Limits
- Residential Building Inspections

Historic Preservation Overlays

DISTRICT NAME

- Landmark
- Cottontown/Bellevue Architectural Conservation District
- Earlewood Protection Area A
- Earlewood Protection Area B

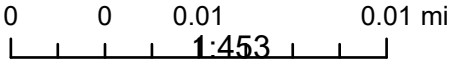
- Elmwood Park Architectural Conservation District
- Governor's Mansion Protection Area
- Granby Architectural Conservation District
- Landmark District
- Melrose Heights/Oak Lawn Architectural Conservation District
- Oakwood Court Architectural Conservation District
- Old Shandon/Lower Waverly Historic Distric Area B (Buffer)
- Old Shandon/Lower Waverly Historic District Area A (Main District)
- Seminary Ridge Protection Area
- University Architectural Conservation District
- Wales Garden Architectural Conservation District

- Waverly Protection Area
- West Gervais Historic Commercial District
- West Gervais Historic Protection Area District
- Whaley Street Historic Protection Area District
- City Center Design Overlay District
- Five Points Design Overlay District (Lower)
- Five Points Design Overlay District (Upper)
- Innovista 150 Foot Height Buffer Area
- Innovista 55 Foot Height Buffer Area
- Innovista 75 Foot Height Buffer Area

Design Overlays

District Name

- Innovista 80 Foot Height Buffer Area
- Innovista Design Overlay District
- North Main Corridor Design Overlay District
- FEMA Flood Hazard Area
- FLD_ZONE, ZONE_SUBTY
- AE - Floodway
- AE - 100yr Flood Plain
- A - No Base Flood Elevation
- X - 500yr Flood Plain



1:453

CITY OF COLUMBIA GIS DATA DISCLAIMER:
The City of Columbia GIS data represented on this map or plan is the product of the compilation of data produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at



Permanent Encroachment

Application and Checklist

4. Project Description

Provide a brief description of the project and list all items that will be placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

Building 4 brick columns on each side of driveway entrances
18" x 18" x 36"

For staff use only

Date received (M/D/Y): ____/____/____

By: _____



Permanent Encroachment

Application and Checklist

Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

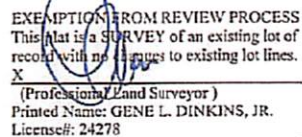
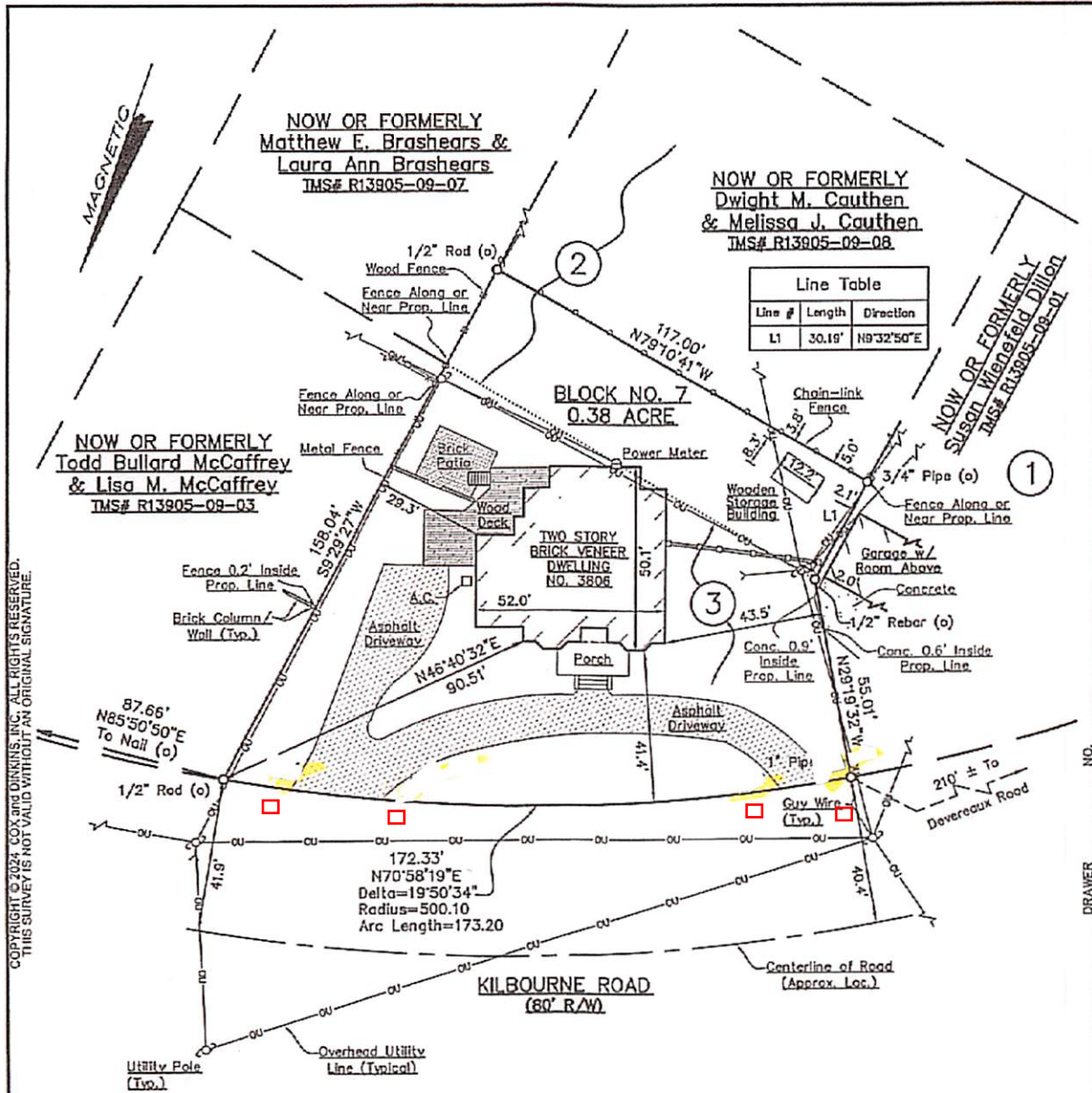
Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

Signature of Applicant 	
Print Name 	Date 

803-331-0950



KINS, JR.

PLAT

PREPARED FOR

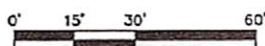
PETER CURRENCE

RICHLAND COUNTY, COLUMBIA, S.C.

SUBJECT PROPERTY BEING COMPRISED OF LOT NO. 3 AND THE NORTHERN PORTION OF LOT NO. 2, BLOCK 7, ON PLAT PREPARED FOR M.C. HEATH, BY TOMLINSON ENGR. CO., DATED JANUARY 7, 1932, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN PLAT BOOK "G", PAGES 17 & 18. REFERENCE IS ALSO MADE TO RICHLAND COUNTY DEED BOOK 2012, PAGE 459.

Easements and/or restrictions may exist on the subject property which are not shown hereon.

MAY 6, 2024

 $1'' = 30'$ 

COX AND DINKINS
ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS
724 BELTLINE BLVD.
COLUMBIA, SC 29205
803.254.0518
COXANDDINKINS.COM

I hereby state that to the best of my professional knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class B survey as specified therein; also there are no visible encroachments or projections other than shown.

PROF. LAND SURVEYOR NO. 24278
GENE L. DINKINS, JR.



MEETING DATE: August 19, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-064 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article IX, Short-term rental regulations

REQUISITION NO.: 2025-064

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

First reading approval was given on August 5, 2025.

ATTACHMENTS:

- **#a:** 2025-064 - STR Ord Update v3 (PDF)
- **#b:** Ashish Chauhan Email (TXT)
- **#c:** Rick Harmon Letter(PDF)

HISTORY:

07/15/25	Columbia City Council DEFERRED
08/05/25	Columbia City Council APPROVED ON FIRST READING

ORDINANCE NO.: 2025-064

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article IX, Short-term rental regulations

WHEREAS, the City of Columbia, South Carolina is committed to ensuring the safety and wellbeing of all citizens and visitors while promoting a peaceful and civil environment;

WHEREAS, short-term rentals have proliferated in the City, creating both a unique income opportunity and a source of concern; and

WHEREAS, to enhance the safety of all persons by equally enforcing comprehensive regulations, as well as protect the income of other citizens, the City Council has determined that it is necessary to update the existing short-term rental regulations; THEREOFRE,

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 5, Buildings and Building Regulations, Article IX, Short-term rental regulations* is amended to read as follows:

ARTICLE IX. - SHORT TERM RENTALS**Sec. 5-400. - Scope of article.**

Unless otherwise specified, the requirements and provisions of this article shall apply to owner-occupied and non-owner-occupied short-term rentals (collectively called "short-term rentals") made available to occupants for periods of less than 30 consecutive days in the municipal limits of the city. This article does not apply to hotels, motels, bed and breakfast establishments, or inns that are subject to and compliant with the city's business license and other applicable Code requirements. Unless otherwise specified, this article does not apply to rentals that are rented for a period of 30 days or greater and that are subject to the city's rental housing regulations found in Chapter 5, article VIII of the Code.

(Ord. No.2023-037, 4-4-23)

Sec. 5-401. - Definitions.

Unless otherwise expressly stated, the following terms shall, for the purposes of this article, have the meanings shown in this section. Where terms are not defined, through the methods authorized by this section or Code, such terms shall have ordinarily accepted meaning such as the context implies.

Citation means a charge or formal written accusation of violation of a city, state or federal law, regulation or ordinance.

Dwelling unit means any structure or portion of a structure arranged or designed to provide independent living facilities for living, sleeping, and personal hygiene and that may legally be used for habitation by humans.

Guest means any person who occupies a short-term rental.

Owner-occupied means a dwelling unit that is lawfully classified as owner-occupied by Richland County and is receiving the four percent special assessment ratio.

Non-owner-occupied means a dwelling unit that is not owner-occupied and is used and/or advertised for rent for transient occupancy by guests.

Residential district means residential base zoning district as defined by section 17-3.2 of the Unified Development Ordinance.

Responsible local representative means a person having his or her place of residence or business office within 45 miles of the short-term rental property and designated by the property owner as the agent responsible for operating such property in compliance with the city's ordinances and having been authorized by appointment to accept service of process on behalf of the owner pursuant to Rule 4(d)(1) of the South Carolina Rules of Civil Procedure. This person must also receive and maintain a Property Manager License through the South Carolina Real Estate Commission, even if the property is owner-occupied. The responsible local representative may be the property owner or his or her designee.

Short-term rental (STR) means the use and enjoyment of a dwelling unit, or portion thereof, for a duration of less than 30 consecutive days in exchange for valuable consideration. Hotels, motels, bed and breakfast establishments, and inns are excluded from this definition.

(Ord. No.2023-037, 4-4-23)

Sec. 5-402. - Short-term rental regulations.

The following regulations apply to all dwelling units being used as a short-term rental in the city:

- 1) *Determination of short-term rental offering.* Any advertisement for an STR by the owner or responsible local representative is sufficient to determine that a dwelling unit is being offered as a short-term rental.
- 2) *Business license required.* The owner ~~or~~ and responsible local representative offering a dwelling unit as a short-term rental shall obtain a business license and comply with all business license and revenue collection laws of the City of Columbia, Richland County, and State of South Carolina.
- 3) *Code compliance required.* The owner of a permitted STR shall ensure the STR property and dwelling unit is in compliance with all city ordinances at all times, which include, but are not limited to:
 - a) Animal Control, Chapter 4;
 - b) Building and Building Regulations, Chapter 5;
 - c) Environmental Health and Sanitation, Chapter 8;
 - d) Fire Prevention and Protection, Chapter 9;
 - e) Unified Development Ordinance, Chapter 17; and
 - f) Solid Waste Management, Chapter 19.

- 4) *Safety inspection.* A safety inspection to ensure compliance with the regulations in this article may be performed by the city if deemed necessary and with 24-hour notice to the permit holder.
- 5) *Records required.* The property owner shall maintain the following which shall be made available to the city upon request:
 - a) For a period of two years, records demonstrating compliance with these provisions, including but not limited to, information demonstrating residency, if required; the number of days per calendar year the residential unit has been rented as an STR; and compliance with the insurance requirement in this section; and
 - b) The name and phone number of each short-term guest that booked the STR for the previous two years.
- 6) *Contact.* The property owner must be willing to take phone calls at all times to address issues with the short-term rental; or the owner must provide the name, mailing address, and telephone number of a designated responsible local representative who is willing to take phone calls at all times if needed to address issues with the short-term rental use, and who is authorized to accept service of process on behalf of the owner.
- 7) *Permits are non-transferrable.* If ownership of a permitted dwelling unit changes, the new owner must obtain a new permit before operating any part of the dwelling unit as an STR.
- 8) *Minimum guest's age.* The guest making the booking or reservation for an STR shall be at least ~~18~~ 25 years of age.
- 9) *Minimum stay duration.* The short-term rental shall not be available for occupancy for a period of less than ~~one~~ two nights.
- 10) *Permit number in advertisement.* Any online advertisement for an STR must include the current STR permit number, as issued by the city, within the description section of the advertisement.
- 11) *House manual.* At a minimum, the following shall be made available to each short-term guest:
 - a) Emergency contact numbers;
 - b) The name and contact information for the owner or responsible local representative;
 - c) Instructions or a diagram of the designated parking space(s); and
 - d) The house rules imposed on guests by the owner.
- 12) *Parking spaces required.* Two parking spaces per dwelling unit must be made available and designated on an STR property, within residential districts, as defined in section 17-3.2. Guests must be notified of the parking plan and the maximum number of vehicles allowed. These parking spaces cannot be street parking spaces. All parking for STRs must be off-street or on-site.
 - a) *Exemption.* The police chief or his/her designee may make an administrative adjustment to the parking requirement if it is determined that the minimum parking requirement cannot be met because of conditions on the lot in which the STR is requested.

- b) Appeal. Whenever the police chief or his/her designee shall disapprove an application for an exemption, the applicant may appeal the decision to the property maintenance board of appeals.
- 13) *Maximum occupancy.* The maximum ~~overnight~~ occupancy or capacity of an STR shall not exceed two persons, excluding minor children, per bedroom, plus two additional people per dwelling unit. This applies 24 hours a day and shall be calculated by total number of people in the home at any given time, not the total number of people who are staying overnight.
- 14) *Identity verification.* The owner or responsible local representative shall be responsible for determining that any guest occupying the STR is listed in the booking or reservation for the STR.
- 15) *Neighbor notification.* The owner or responsible local representative of an STR shall notify each household immediately adjacent to the STR and any neighborhood association, if the STR is located in a neighborhood with such an association, that the property is being operated as an STR and must provide such households and association with the address of the STR and the phone number of the owner or responsible local representative. This phone number must be associated with someone who is willing and able to both answer calls and deal with issues directly. If necessary for effective responses, separate contact information must be provided for issues that arise overnight. This information must be provided during the permit application process and kept updated at all times.
- 16) *Local guest screening.* Hosts must screen for bookings from guests that live within 30 miles of the STR property. Such a booking must be canceled, or the STR owner must require additional verification to ensure that the property is being used for legitimate overnight stay, not to host a party or other event.

(Ord. No.2023-037, 4-4-23; Ord. No. 2023-111, 9-19-23)

Sec. 5-403. - Short-term rental permit required.

- (a) No dwelling unit in the city shall be operated as a short-term rental without a current STR permit issued by the City of Columbia. The permitting process shall begin 30 days after enactment of this article. Current owners of a STR must obtain a permit within 120 days of the beginning of the permitting process. Permits are to be issued and renewed on an annual basis and will only be issued or renewed to an owner or responsible local representative having his or her place of residence or business office within 45 miles of the STR property. If residing outside of 45 miles of the STR property, the owner may only obtain a permit if he or she has a responsible local representative.
- (b) An STR permit authorizes the permit holder to operate one dwelling unit as an STR. Any person seeking to operate multiple STRs shall be required to obtain a separate STR permit for each dwelling unit address sought to be operated as an STR.
- (c) The owner or responsible local representative of an STR shall notify each household immediately adjacent to the STR and any neighborhood association, if the STR is located in a neighborhood with such an association, that the property is being operated as an STR

and must provide such households and association with the address of the STR and the phone number of the owner or responsible local representative. This phone number must be associated with someone who is willing and able to both answer calls and deal with issues directly. If necessary for effective responses, separate contact information must be provided for issues that arise overnight or after business hours.

- (d) Applications for renewals of STR permits must be submitted by July 1, of each year, except that any holder of a permit issued before July 1, 2023, will have until July 1, 2024, to submit an application for renewal. Beginning in 2024, any application for a permit renewal not submitted by July 31, will result in the loss of the permit.
- (e) STR permits are non-transferable. A new owner or responsible local representative of a permitted STR shall be required to obtain a new and separate permit for the dwelling unit by submitting a new STR permit application.
- (f) The permits required by this article are regulated privileges, not rights, and can be revoked by the city in accordance with the provisions provided in this article.

(Ord. No.2023-037, 4-4-23)

Sec. 5-404. - Short-term rental permit application and fees.

- (a) An application is required for initial permit issuance and permit renewal and must be submitted on a form provided by the city. A separate application is required for each permit or renewal being sought. The STR application shall contain, at a minimum, the following information:
 - (1) The address of the dwelling unit;
 - (2) The number of bedrooms in the dwelling unit;
 - (3) The names, mailing addresses, and phone numbers, of the owner(s) and any responsible local representative;
 - (4) The address where the owner or responsible local representative will accept notices and orders;
 - (5) Certification that the owner has read applicable city regulations, including, but not limited to, those found in section 5-402(c) of this article;
 - (6) Certification that the owner is aware that penalties may be assessed for violations by guests; and
- (b) The permit fees shall be paid at the time of application submission. These fees are established by city council and may be changed from time to time. These fees include the following:
 - (1) A non-refundable application fee of \$50.00; and
 - (2) For an owner-occupied STR, a non-refundable STR permit registration fee of \$100.00; or
 - (3) For a non-owner-occupied STR, a non-refundable STR permit registration fee of \$250.00 per dwelling unit.
 - (4) Any permit renewal application and associated fees submitted after July 1, will incur a late fee of \$100.00.

- (c) An STR permit holder shall notify the city of any changes to the information submitted in the application within 30 days after any such change occurs.

(Ord. No.2023-037, 4-4-23; Ord. No. 2023-111, 9-19-23)

Sec. 5-405. - Criteria for permit issuance.

- (a) Unless otherwise provided for by this article, the city shall issue an STR permit, within 30 days from application submission, to an applicant if the following criteria are met:
- (1) The city has determined that the STR application is complete and all permit fees have been paid;
 - (2) The dwelling unit listed in the application has been certified by the applicant that the dwelling unit complies with all applicable fire and building codes. If, however, the city has reason to believe a safety inspection is deemed necessary, the dwelling unit must pass a safety inspection;
 - (3) The city has determined that all requirements of this article are satisfied; and
 - (4) Issuance of the permit will not violate any other provision of this article.

(Ord. No.2023-037, 4-4-23)

Sec. 5-406. - Short-term rental permit equivalency.

An STR permit issued pursuant to this article shall be considered the equivalent of a rental permit for the purposes of section 5-326. A holder of a current and valid STR permit may rent the dwelling unit for periods of 30 days or greater without obtaining a separate rental permit as required under section 5-326 so long as all requirements of Chapter 5, article VIII are satisfied and the permit holder notifies the city that the dwelling unit is being rented for periods of 30 days or greater.

(Ord. No.2023-037, 4-4-23)

Sec. 5-407. - Violations.

- (a) STR owners or their responsible local representative are ultimately responsible for the conduct of their occupants and guests, regardless of whether the owners are present at the dwelling unit. Violations include, but are not limited to:
- (1) Intentionally providing false or inaccurate information about a dwelling unit or short-term rental to the city;
 - (2) Failure to have a valid STR permit for any dwelling unit at a time when it is used in whole or in part as a short-term rental;
 - (3) Violation of any part of this article;
 - (4) Violation of any City or Richland County ordinance or state or federal law by owners, responsible local representatives, operators, lessors, agents, occupants, or guests of short-term rentals but any such violation must have a nexus to the dwelling unit subject to the violation; and
 - (5) Repeated incidents of the property or properties being used to host parties or create other neighborhood disturbances.

- (b) Violations shall apply as points towards revocation of the permit for as follows:
- (1) Single-household dwellings and townhouses. Violations that occur anywhere on the premises shall apply to the permitted dwelling unit.
 - (2) Multi-unit structures.
 - a. Violations that occur within an individual unit shall apply to that unit.
 - b. Violations occurring outside of the units shall be assigned to the unit responsible as determined by the investigating party for the offense.
- (c) In the event a citation or violation takes place at an STR or dwelling unit regulated by this article, such violation shall be grounds for the accumulation of points as follows:
- (1) For one or more written warnings given in any 24-hour period for one or more of the violations listed above, points will be assessed on the permit for that STR or dwelling unit in accordance with following:
 - a. First offense. One point will be assessed for the first occurrence of a citation, violation, or offense.
 - b. Second offense and each offense thereafter. Five points will be assessed for a second occurrence and each occurrence thereafter of a citation, violation, or offense within the last 12 months.
 - c. Serious offense. Ten points will be assessed for any serious violation or offense that could result in serious bodily injury or death to occupants as determined by the chief of police. A serious offense includes failure to comply with any emergency order issued by the City of Columbia, any executive order issued by the governor of the State of South Carolina, or any local, state or federal law, regulation or mandate to address a health or safety concern including but not limited to a public health outbreak (including a pandemic or wide-spread and/or infectious disease outbreak), natural disasters, war, terrorist act, strike, fire, release of nuclear material or dangerous substance into the environment or other catastrophic event.
 - (2) After points are assessed on a permit for a dwelling unit, the police chief or designee will send a written warning to the owner or responsible local representative. Each warning will specify which ordinance or law has been violated and will state that further warnings or violations could lead to a revocation of the permit. Each warning will be sent by regular mail to the address of the owner or responsible local representative, as identified on the permit application, as well as a copy of the warning mailed to the property address of the subject property.
 - (3) A fee of \$100.00 will be assessed per point for each point accumulated due within 30 days of assessment and no later than any renewal of the permit.
 - (4) If a person is found not guilty, or the case against them for a violation is dismissed, then the point shall be removed from the permit as if it had not been assessed.
- (d) Nothing in this section shall prevent the police chief or a designee from immediately revoking an STR permit due to extreme infractions or major events occurring at the

subject property. This includes, but is not limited to, acts of violence, discovery of unsafe living conditions, discovery of illegal activity on premises, and the like.

(Ord. No.2023-037, 4-4-23)

Sec. 5-408. - Revocation of permit.

- (a) Accumulation of 15 or more points on a STR permit within a 12-month period shall subject the owner to proceedings to revoke the permit and the following procedure shall be followed:
- (1) The police chief or designee shall cause to be served written notice to show cause why the permit should not be revoked. Service shall be deemed complete if personally delivered upon the owner or responsible local representative by any officer authorized by law to serve process or a duly appointed law enforcement officer of the city police department. The person serving process shall make proof of service within the time during which the person served must respond to the process. If service cannot be personally made within the city, then service may be made by notice posted on the property and mailed certified return receipt to the last known address of record.
 - (2) The owner or responsible local representative shall have 15 days from the date of service to request a hearing to appeal the revocation of the permit. The request shall be sent to the police chief by certified mail, return receipt requested. If such request is not timely made, the revocation shall take effect on the 21st day after the date of service to show cause.
 - (3) Upon request for a hearing, the police chief or designee is authorized to schedule the appeal with the property maintenance board of appeals (PMBoA) at the next regularly scheduled meeting or special called meeting by the board.
 - (4) Once the hearing is scheduled, the property should be posted to announce the hearing date to the general public.
 - (5) In conducting the hearing, the PMBoA shall have the power to administer oaths, issue subpoenas, compel the production of books, paper, and other documents, and receive evidence. All parties shall have an opportunity to respond, to present evidence and argument on all issues involved, to conduct cross-examination and submit rebuttal evidence, to submit proposed findings of facts and orders, to file exceptions to the PMBoA's recommended order, and to be represented by counsel or other qualified representative. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but it shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The lack of actual knowledge of, acquiescence to, participation in, or responsibility for, a public nuisance at common law or a noxious use of private property on the part of the owner or responsible local representative shall not be a defense by such owner or responsible local representative.
 - (6) If the PMBoA finds that the violations resulting in the accumulation of 15 or more points did in fact occur and that 15 or more points have accumulated on the

LEGAL DEPARTMENT DRAFT

permit within a 12-month period, then PMBoA shall prepare a recommended order.

- (7) If the PMBoA finds 15 or more points have not accumulated on the permit within a 12-month period, the PMBoA will prepare a recommended order to dismiss the revocation action and recommend which points, if any, should be rescinded from the permit based upon the actions taken by the owner to seek compliance with the city's ordinances.
- (8) The PMBoA's recommended order shall consist of findings of fact, conclusions of law and recommended relief. The police chief or designee shall transmit the recommended order to the city manager and the owner or responsible local representative. The owner or responsible local representative shall have 15 days from the date of the hearing officer's order to submit written exceptions to the PMBoA's recommended order. The city manager shall review such order and any written exceptions by the owner and may set forth any deficiencies he/she finds with respect to the order. Said deficiencies shall be limited to determinations that the findings were not based upon competent, substantial evidence, or that the proceedings on which the findings were based did not comply with the essential requirements of law. In reviewing such recommended order, the city manager shall not have the power to receive or consider additional evidence and shall not have the power to reject or modify the findings of fact or conclusions of law contained in the recommended order. The city manager may remand the recommended order along with the delineated deficiencies back to the PMBoA for consideration of the deficiencies. The PMBoA shall address the deficiencies in an addendum to the recommended order. The city manager shall then either: (a) adopt the recommended order and addendum, if applicable, in its entirety; or (b) adopt the findings of fact and conclusions of law in the recommended order and addendum, if applicable, and reject or modify the recommended relief. The action of the city manager shall be the final order of the city.
- (9) The city manager or designee shall provide notice of the final order within five days of the date of the final order.
- (10) In addition to the above-described procedures, the city attorney is authorized to file for injunctive relief to abate the public nuisance at common law or noxious use of private property pursuant to law.
- (11) The final order of the city is subject to certiorari review in a court of competent jurisdiction in Richland or Lexington County, South Carolina.

(Ord. No.2023-037, 4-4-23)

Sec. 5-409. - Permit application after revocation.

Upon revocation of an STR permit of a dwelling unit, the owner or responsible local representative of the dwelling unit will not be eligible to apply for a new permit for the dwelling unit subject to permit revocation until six months have passed from the date of revocation. The

city shall not issue an STR permit for a dwelling unit that has been subject to a permit revocation more than once.

(Ord. No.2023-037, 4-4-23)

Sec. 5-410. - Enforcement and penalties.

The failure of a STR owner to obtain a permit in accordance to the provisions of this section, within 15 days after notice of noncompliance, shall result in an administrative penalty of \$500.00.

(Ord. No. 2023-111, 9-19-23)

Secs. 5-411—5-499. - Reserved.

This ordinance is effective upon final reading.

Requested by:

Mayor Daniel J. Rickenmann

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

I hope this message finds you well. I appreciate the ongoing efforts by the City of Columbia leadership in thoughtfully developing regulations around short-term rentals (STRs). I wanted to take a moment to share a few suggestions and considerations based on practices adopted in other cities, with the hope that they may help shape a balanced and effective policy.

1. Occupancy Limits - Consider 3 Persons Per Bedroom

I understand that the proposed rule limits occupancy to 2 persons per bedroom. I respectfully request that you consider increasing this to 3 persons per bedroom, which is consistent with what many cities across the U.S. allow. For example:

Houston, TX allows up to 3 persons per bedroom under general housing code.

Link:

<https://library.municode.com/tx/houston/codes/code_of_ordinances?nodeId=COOR_CH10BUCO_ARTXIISACO_DIV1GE_S10-371GE>

Austin, TX has permitted similar standards in certain zoning contexts.

Link:

<<https://www.austintexas.gov/faq/what-maximum-number-unrelated-adults-may-live-single-family-zoned-home>>

Las Vegas, NV and other municipalities also reference 3 per bedroom as an accepted guideline.

The reason I'm suggesting this adjustment is because many short-term rental guests are families, including those with infants or small children. In these cases, we often provide a crib in the bedroom to accommodate a baby. While babies don't take up much space, they are still counted as individuals staying in the home. Allowing three persons per bedroom would make the regulation more practical and family-friendly, especially for hosts who cater to parents traveling with young children.

If the City prefers not to move to a 3-person-per-bedroom rule, I'd also suggest an alternative approach.

2. Inclusion of Living Room as Sleeping Area

Many cities, such as San Antonio, allow sleeping space calculations to include common areas like living rooms, especially if they contain sleeper sofas or designated bedding spaces. This offers flexibility without overcrowding.

Reference:

? San Antonio Property Maintenance Code - Page 34, Section 404

Link: <<https://docsonline.sanantonio.gov/FileUploads/dsd/Chapter6-BuildingsCode.pdf>>

3. Noise Monitoring and Quiet Hours Enforcement

To address community concerns around noise, I would like to recommend that the City consider requiring STR operators to install noise monitoring devices, such as Minut sensors. These devices help monitor decibel levels and notify the host when noise exceeds certain thresholds.

Additionally, enforcing quiet hours from 10:00 p.m. to 8:00 a.m. citywide for STRs can further preserve neighborhood peace while allowing responsible STR operations.

This approach is being adopted in several cities like:

Denver, CO:

<<https://www.denvergov.org/Government/Agencies-Departments-Offices/Excise-and-Licenses/Short-Term-Rentals>>

San Diego, CA: <<https://www.sandiego.gov/treasurer/short-term-residential-occupancy>>

Palm Springs, CA:

<<https://www.palmspringsca.gov/government/departments/special-programs-vacation-rentals>>

Thank you again for your time, transparency, and dedication to crafting thoughtful policy. I would be happy to provide further research or clarification on any of the above items.

F. RICHARD HARMON, JR.
2205 LINCOLN STREET
COLUMBIA, SOUTH CAROLINA 29201

RICK.HARMON.SC@GMAIL.COM

(803) 348-7876

August 14, 2025

Columbia City Council
1737 Main Street
Columbia, South Carolina 29201

Mr. Mayor and Members of Council:

I write to express concerns about proposed Ordinance No. 2025-064 and to renew concerns I expressed in my remarks before Council on June 10, 2025, which are attached.

Rather than addressing the substance of my remarks that centered on the incompatibility of short-term rentals within residential neighborhoods, which is more of a zoning issue, the proposed Ordinance simply adds further regulation to an already failing and unenforceable approach, leaving open the likelihood that additional residential properties will be converted for incompatible commercial use.

This matter is of particular interest to me in that, directly across the street from me is a property that soon will be marketed for sale that is zoned multifamily, containing multiple units and 7 bedrooms. The conversion of that property to a short-term rental property would be disastrous for my neighbors and me.

I fear that Mayor Rickenmann's zeal to advance action by Council prior to the Labor Day holiday and football season is a premature rush to action rather than a genuine resolution.

I renew the concerns I expressed in June, and urge Council to defer further consideration of this Ordinance in its presently inadequate form.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Rick Harmon'.

Rick Harmon

Mr. Mayor and members of Council,

My name is Rick Harmon, and I have lived for 27 years on Lincoln Street in Elmwood Park, just 2 blocks away from the incident that occurred last Friday morning. I love this neighborhood because of its rich history, and neighbors who share among other things common values of preservation, community engagement, and tolerance. We are proud of our neighborhood's heritage, and love sharing it with others. We graciously host hundreds of kids on Halloween, and regularly engage in community-building events. We are good citizens of the City, and we deserve your attention and care.

Living in a city-center community comes with challenges, many of which we accept and try to manage cooperatively with the City, handle respectfully on our own, or simply tolerate.

However, for some time, our patience has been tested through the popularity and growth of short-term rental properties in our neighborhood. The murder and injuries last Friday mark a profound difference by comparison with the routine discourtesies of blocked driveways, noise, and litter that we have tolerated and tried to reasonably manage. Nevertheless, both underscore the common fact that short-term rentals are incompatible in residential areas, where their tenants have no interest, investment, or engagement in our community.

The City's existing Ordinance that imposes and measures regulatory standards for these properties is wholly insufficient. Such measures are effective only to the extent of compliance and enforcement. While they may serve as deterrents, they rely on addressing violations after the fact, but are inherently ineffective in preventing violations and consequences before they occur.

I chose to speak to you today principally to express concern with comments quoted in the news media following Friday's incident. From those comments, I sense that there may be a lack of conviction on the part of Council and other centers of influence to properly address the problem, leading to vacillation, further study, and attempts to reconcile residential with commercial interests.

I submit that no amount of forgone tourism, business investment, or economic development, elevates itself to the threat of a 5-year-old child subjected to a situation just a few feet away, where 30 shots were fired from firearms that included an assault weapon.

A moratorium is not the solution. Nor is further regulation.

Council should move swiftly to take the action it should have taken long ago, by enacting an Ordinance that prohibits short-term rentals in residential areas.

Rick Harmon

Lincoln Street, Columbia

June 10, 2025



MEETING DATE: August 19, 2025
DEPARTMENT: City Manager
FROM: *Teresa Wilson, City Manager*
SUBJECT: Board of Zoning Appeals
**FUNDING SOURCE &
ORIGINAL BUDGET:**

HISTORY:
07/15/25 Columbia City Council DEFERRED



MEETING DATE: August 19, 2025

DEPARTMENT: City Manager

FROM: *Teresa Wilson, City Manager*

SUBJECT: Columbia Museum of Art

**FUNDING SOURCE &
ORIGINAL BUDGET:**



MEETING DATE: August 19, 2025
DEPARTMENT: City Manager
FROM: *Teresa Wilson, City Manager*
SUBJECT: Columbia Tree and Appearance
**FUNDING SOURCE &
ORIGINAL BUDGET:**

HISTORY:
07/15/25 Columbia City Council DEFERRED



MEETING DATE: August 19, 2025

DEPARTMENT: City Manager

FROM: *Teresa Wilson, City Manager*

SUBJECT: Food Policy Committee

**FUNDING SOURCE &
ORIGINAL BUDGET:**

HISTORY:

07/15/25 Columbia City Council DEFERRED



MEETING DATE: August 19, 2025

DEPARTMENT: City Manager

FROM: *Teresa Wilson, City Manager*

SUBJECT: Parks and Recreation Foundation

**FUNDING SOURCE &
ORIGINAL BUDGET:**

HISTORY:

07/15/25 Columbia City Council DEFERRED



MEETING DATE: August 19, 2025
DEPARTMENT: City Manager
FROM: *Teresa Wilson, City Manager*
SUBJECT: Planning Commission
**FUNDING SOURCE &
ORIGINAL BUDGET:**

HISTORY:
07/15/25 Columbia City Council DEFERRED



MEETING DATE: August 19, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to consider a funding request in the amount of \$30,000.00 from the Sally R. Brasley Foundation for Nova Fest.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Fiscal Year 2025/2026 Hospitality Tax Fund

ATTACHMENTS:

- **#a:** brassley_letterhead (PDF)

HISTORY:

08/05/25

Columbia City Council DEFER CONSIDERATION



THE SALLY R. BRASLEY

F O U N D A T I O N

Dear City Council Members

We are writing to request funds for our Annual NovaFest 2025

This year we have been going over the increase in fees (Police, Security, Artists...etc..) to have the festival, so we are requesting \$65,000.00 in Hospitality Tax Grant.

The amount we spend each year in Police and Security Along with the Increase in Artist/Talent has been Overwhelming.

Last year the Festival brought over 4500 Festival goers into the Downtown area where they were able to utilize our Hotels as well as patronize All the local businesses in the Downtown Area.

We look forward to even more Attendees this year as every year it grows!

Thank you so much for helping us continue to showcase our beautiful city and all the great things Columbia has to offer.

Proposed Budget

Advertising \$25,000.00

Artists \$20,000.00

Security/Police \$20,000.00

Thank you Again for your time

Roy Brasley



MEETING DATE: August 19, 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:
Patrice Sulton v. City of Columbia



MEETING DATE: August 19, 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:

PURPOSE:
Capital City Stadium
Convention Center Hotel



MEETING DATE: August 19, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:
Project Dream



MEETING DATE: August 19, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

- Hazard Mitigation Grant Program