Columbia City Council Regular Meeting Agenda
Tuesday, September 1, 2026 at 4:00 PM
City Hall • Council Chambers
1737 Main Street, 3rd Floor, Columbia, SC 29201
City Clerk's Office: (803)545-3045 or cityclerk@columbiasc.gov

The Honorable Daniel J. Rickenmann, Mayor
The Honorable Edward H. McDowell, Jr. • The Honorable William Brennan
The Honorable Tina N. Herbert, Mayor Pro-Tempore • The Honorable Peter M. Brown
The Honorable Tyler D. Bailey • The Honorable Sam P. Johnson

Call to Order

Invocation

Pledge of Allegiance

Adoption of the Agenda

Public Input

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

Approval of Minutes

1. Council is asked to approve the August 18, 2026 Regular Meeting Minutes.

Presentations

2. Community Partnership & Public Service Recognition Initiative — Mr. Mykle Bowman, ASC Management Group

Consent Agenda Items 3 through 18

3. Council is asked to authorize the City Manager to Purchase DataGard - Backup and Disaster Recovery and Cloud Backup Services, as requested by the Information Technology Department on July 20, 2026. Award to VC3, Inc., using The Interlocal Purchasing System (TIPS) Cooperative Contract in the amount of $204,960.00. This vendor is located in Columbia, SC.

   Funding Source: Information Technology - Maintenance and Service Contract (1011120-638200). The original budget amount is $204,960.00.

4. Council is asked to authorize the City Manager to approve the Purchase of Vehicles/Heavy Equipment for several City Divisions, as requested by the Fleet Services Division. Award to multiple vendors using the South Carolina State Contract and Sourcewell Cooperative Contract in the total amount of $699,308.73.

Item	Vendor & Location	Description	Procurement Method	Funding Source	Amount
a.	COS Chevrolet, LLC dba Hendrick Chevrolet Charlotte, NC	One (1) 2026 Chevrolet 3500HD Crew Cab Truck for the Wastewater Management Division, as requested on July 17, 2026.	South Carolina State Contract #4400037566	Utilities Wastewater Maintenance — Heavy Equipment— Capital (5516205-658500). The original budget amount is $65,340.00.	$65,340.00
b.	Dick Smith Ford, Inc. Columbia, SC	One (1) 2027 Ford F350XL Regular Cab Truck for the Street Division, as requested on July 16, 2026.	South Carolina State Contract #4400035139	Streets—Water and Sewer Repair — Heavy Equipment-Capital (5513202-658500). The original budget amount is $54,325.00.	$54,325.00
c.	Dick Smith Ford, Inc. Columbia, SC	Three (3) 2027 Ford F250XL SuperCab Trucks for Water Distribution, as requested on July 15, 2026.	South Carolina State Contract #4400035139	Utilities Water Distribution and Maintenance — Heavy Equipment-Capital (5516203-658500). The original budget amount is $158,820.00.	$158,820.00
d.	National Auto Fleet Group Watsonville, CA	One (1) 2027 Western Star Dump Truck for Water Distribution, as requested on July 14, 2026.	Sourcewell Contract #032824-NAF	Utilities Water Distribution and Maintenance — Heavy Equipment-Capital (5516203-658500). The original budget amount is $260,581.00.	$260,581.00
e.	Infrastructure Solutions Group, Inc. Mechanicsville, VA	One (1) Brinex Advantage Brine Maker Tank for the Street Division, as requested on July 28, 2026.	Sourcewell Contract #031423-HPI	Capital Replacement — Machinery and Equipment-Capital (6308972-658300). The original budget amount is $160,242.73.	$160,242.73
Total					**$699,308.73**

5. Council is asked to authorize the City Manager to approve a Grant Agreement to provide business development services, as requested by the Office of Business Opportunities on August 6, 2026. Award to DESA, Inc., in an amount not to exceed $300,000.00. The initial term of the agreement will take effect upon execution of agreement with an end date twelve (12) months from commencement. This firm is located in Columbia, SC.

   Funding Source: Public Services Administration - Professional Services (5511109-636600). The original budget amount is $300,000.00.

   Endorsed by the Economic Development and Infrastructure Committee on August 25, 2026.

6. Council is asked to authorize the City Manager to enter into Supplemental Agreement No. 4 to Memorandum of Agreement 43-20, Capital Improvement Project WM4422/SS7460; Carolina Crossroads Water and Sewer Relocations, Phase 3A; SCDOT (Water/Sewer Utility Conflicts), as requested by and awarded to the South Carolina Department of Transportation at no cost to the City.

7. Council is asked to authorize the City Manager to enter into a new Professional Services Contract for Project WM4924; Brentwood Court Waterline Relocation Project, as requested by Columbia Water on June 29, 2026. Award to Hazen and Sawyer, in an amount not to exceed $139,010.00. 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.

   Funding Source: Water and Sewer Capital Projects — Brentwood Court Waterline Relocation - Capital Project Costs (552999-WM492401-658650). The original budget amount is $139,010.00.

   This is a Mentor Protégé Program project. Hazen and Sawyer is the mentor and will provide design plans and specifications at 75.90% ($105,510.00) of the total contract amount.

   DESA, Inc., located in Columbia, SC, a Minority Business Enterprise (W) is the protégé and will provide construction observation, and administration services at 24.10% ($33,500.00) of the total contract amount.

8. Council is asked to authorize the City Manager to enter into a new Construction Contract for Project WM4862; Water Main Extension from Howell Court to the Public Works Facility located at 2910 Colonial Drive, as requested by Columbia Water on July 23, 2026. Award to GH Smith Construction, Inc., in an amount not to exceed $81,755.80, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date one hundred twenty (120) days from commencement. This contractor is located in Columbia, SC.

   Funding Source: Water and Sewer Capital Projects — Water Main Extension from Howell Court to Public Works — Capital Project Costs (5529999-WM486201-658650). The original budget amount is $81,755.80.

   This is a Mentor Protégé Program project. GH Smith Construction, Inc. is the mentor and will provide water line installation and project oversight services at 51.71%

($36,760.60) of the total contract amount.

Smoak Construction, LLC, a Minority Business Enterprise (W) located in Little Mountain, SC, is the protégé and will provide onsite work, cleanup, safety control, and inspection services at 20.00% ($14,218.40) of the total contract amount.

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

Staline Waterworks, Inc., located in Columbia, SC, will provide pipe, valves, and fittings supply materials at 28.29% ($20,113.00) of the total contract amount.

9. Council is asked to authorize the City Manager to enter into new Sole Source Contracts for several City Departments. Award to multiple vendors, in the total amount of $182,547.95. The initial term of the contracts will take effect upon issuance of the Notice to Proceed with an end date on June 30, 2027 and the option to renew for one additional one-year period.

Item	Vendor & Location	Description	Funding Source	Amount
a.	Transworld, Inc. North Charleston, SC	De-Energized Testing at the Canal Water Treatment Plant, as requested on July 17, 2026.	Utilities Columbia Canal Water Treatment Plant - Special Contracts (5516206-638300). The original budget amount is $91,999.80.	$91,999.80
b.	Templeton and Associates Equipment Sales, Inc. Suwanee, GA	Purchase of a Vaughan Model Suction Chopper Pump and Rebuild of an existing pump for the Metro Wastewater Treatment Plant, as requested on July 20, 2026.	Utilities Metro Wastewater Treatment Plant - Meters, Parts, and Supplies (5516208-625600) $24,985.43; Machinery and Equipment-Capital (658300) $59,562.72; Equipment Repair/Service Supply (631800) $6,000.00; The original budget amount is $90,548.15.	$90,548.15
Total				**$182,547.95**

10. Council is asked to authorize the City Manager to enter into a new Professional Services Contract for Project SS6911; Sanitary Sewer Root Control, as requested by Columbia Water on April 28, 2026. Award to Duke's Root Control, Inc., in an amount not to exceed $663,829.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date one hundred eighty-three (183) days from commencement. This firm is located in Elgin, IL.

    Funding Source: Utilities Wastewater Maintenance - Professional Services (5516205-636600). The original budget amount is $663,829.00.

11. Ordinance No.: 2026-065 — Granting an encroachment to Lady Street Associates for the use of the right of way areas of the 1200 block of Marion Street and the 1300 block of Gervais Street for the installation and maintenance of sidewalks and irrigation adjacent to 1331 Gervais Street, Richland County TMS# 11401-03-03 and

11401-03-07

First reading approval was given on August 18, 2026.

12. Ordinance No.: 2026-068 — Granting an encroachment to 836 Catawba LLC for the use of the right of way area of the 800 block of Catawba Street for the installation and maintenance of sidewalks adjacent to 836 Catawba Street, Richland County TMS# 08913-06-01

    First reading approval was given on August 18, 2026.

13. Ordinance No.: 2026-075 - Approval for Granting an Easement to Dominion Energy South Carolina, Inc. for the new Olympia Fire Station on Bluff Road; Richland County TMS#11204-02-06 and TMS#11204-02-34; CF#DPI-2025-06-0028

    First reading approval was given on August 18, 2026.

14. Ordinance No.: 2026-076 — Authorizing the City Manager to execute an Office Lease Agreement between the City of Columbia and Huitzi The Bus Coffee Shop for office space located at 1401 Main Street

    First reading approval was given on August 18, 2026.

15. Ordinance No.: 2026-078 - Removing certain County-owned real property located at 120 Clemson Road, Richland County TMS # R25608-01-38, from the corporate limits of the City of Columbia, South Carolina, pursuant to S.C. Code Ann. § 5-3-285, and directing conforming revisions to the Official Zoning Map and Columbia Compass: Envision 2036

    First reading approval was given on August 18, 2026.

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

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

    Council District: 3

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

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

    Staff Recommendation: Approval

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

First reading approval was given on May 19, 2026.

17. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 551 Spears Creek Church Road and N/S Spears Creek Road, TMS# 25715-05-02 and 25715-05-01

Ordinance No.: 2026–062 — Annexing 551 Spears Creek Church Road and N/S Spears Creek Road, Richland County TMS# 25715-05-02 and 25715-05-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 4

Plan Number: ANNEX-2026-0013

Proposal: Request to annex the properties and assign the land use classification of Urban Edge Community Activity Center (UEAC-1) and assign the 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.

Owner/Applicant: Tulane, LLC / Duffy Beal, OnPoint Partners

Staff Recommendation: Approval

PC Recommendation: 07/09/2026; Approval (9-0)

First reading approval was given on August 18, 2026.

18. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 4116 Farrow Road, TMS# 11606-05-33

Ordinance No.: 2026-064 - Annexing 4116 Farrow Road, Richland County TMS # 11606-05-33 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 2

Plan Number: ANNEX-2026-0012

Proposal: Request to annex the properties and assign the land use classification of Urban Core Neighborhood Activity Center (UCAC-1) and assign the zoning of Neighborhood Activity Center / Corridor District (NAC) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned General Commercial (GC) by Richland County.

Applicant: Chris Leevy Johnson, Leevy Johnson Funeral Home Inc.

Staff Recommendation: Approval

PC Recommendation: 07/09/2026; Approval (9-0)

First reading approval was given on August 18, 2026.

Ordinances - Second Reading

19. Ordinance No.: 2026-077 — An ordinance to establish a temporary moratorium on residential intensification of two-, three-, and four-family dwellings, on the expansion of vehicular use area, and on the conversion or demolition-replacement of single-family detached dwellings within the neighborhood areas depicted in Exhibit A, pending consideration of amendments to the Unified Development Ordinance; to provide for findings, exemptions, a sunset date, and severability; and for other purposes

    First reading approval was given on August 18, 2026.

Zoning / Planning Matters - First Reading

20. ZONING MAP AMENDMENT for 513 S. Saluda Avenue TMS# 11212-05-03

    Ordinance No.: 2026-059 - Amending the Official Zoning Map to modify the zoning for 513 S. Saluda Avenue, Richland County TMS# 11212-05-03

    Council District: 3

    Proposal: Request to rezone the property from Employment Campus District in the Airport Safety Overlay District (EC, OV-A) to Residential Mixed District in the Airport Safety Overlay District (RM-2, OV-A).

    Applicant: Dallas Massey, Massey Holdings, LLC

    Staff Recommendation: Approval

    PC Recommendation: 6/11/2026; Rec. Approval (7-0)

    The public hearing was held on July 21, 2026.

21. AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE for Reestablishment of Nonconforming Non-Depository Personal Credit Institutions

    Ordinance No.: 2026-039 — Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Article 7: Nonconformities, Sec. 17-7.2. Nonconforming Uses

    Proposal: Request recommendation to amend the Unified Development Ordinance, Chapter 17 - Article 7: Nonconformities, Sec. 17-7.2. Nonconforming Uses, to allow the re-establishment of nonconforming non-depository personal credit institutions on the same parcel, subject to conditions.

    Applicant: Daniel J. Rickenmann, Mayor

    Staff Recommendation: Council Sponsored

PC Recommendation: 6/11/2026; Recommend Denial (7-0)

The public hearing was held on July 21, 2026.

Ordinances - First Reading

22. Ordinance No.: 2026-069 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Project Stoa TMS # R05000-04-40; R05003-01-18; R05000-04-47; R05000-04-45, R05000-04-19; R05000-04-20)

    Endorsed by the Economic Development and Infrastructure Committee on August 4, 2026.

23. Ordinance No.: 2026-079 — Authorizing the City of Columbia, South Carolina, to execute and deliver an Equipment Lease Purchase Agreement in the amount of not exceeding $15,000,000 between the City and the lessor thereof to defray the cost of acquiring certain equipment; and other matters relating thereto

24. Ordinance No.: 2026-080 - An Ordinance Granting a Nonexclusive Franchise to PBT Communications, Inc., d/b/a Comporium for the Construction, Operation and Maintenance of Telecommunications Facilities in the City of Columbia, South Carolina

Resolutions

25. Resolution No.: R-2026-058 - Authorizing Release and Abandonment of a Portion of the City's Existing 15' Water Easement along Richland County TMS#14400-01-01A for the new South Carolina Department of Behavioral Health and Developmental Disabilities Treatment Facility near Beckman Road and Faison Drive; CF#13-E-84 & CF#DPI-2024-04-0027

26. Resolution No: R-2026-061 – Authorizing and approving the acceptance of certain loan assistance monies from the South Carolina Water Quality Revolving Fund Authority; authorizing the city manager to execute that certain loan assistance agreement between the City of Columbia and the South Carolina Water Quality Revolving Fund Authority, and other matters relating thereto, for the project named "Evaluation of Advanced Technologies for PFAS Removal."

27. Resolution No.: R-2026-062 - Authorizing the City Manager to execute a First Lease Amendment between the City of Columbia and Main Street Technologies, LLC for the lease of 1401 Main Street, Suite 200

28. Resolution No.: R-2026-063 - Authorizing the City Manager to execute a Third Lease Amendment between the City of Columbia and Executive Management and Leasing, Inc. for the lease of 1401 Main Street, Suite 670

Event Resolution Items

29. Resolution No.: R-2026-059 - Authorizing consumption of beer, wine, and liquor at Vista Lights presented by Prisma Health on Thursday, November 19, 2026

30. Resolution No.: R-2026-060 - Authorizing consumption of beer, wine, and liquor at

The Drop on Main at the 1600 block of Main Street between Taylor Street and Blanding Street on Thursday, December 31, 2026

Appointments

31. Central Midlands Council of Governments

32. Central Midlands Regional Transit Authority

33. Columbia Prepares Advisory Committee

City Council Committee Reports, Referrals and New Business

Public Input

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

Adjournment

Meeting Date:	**September 1, 2026**
Department:	**City Clerk's Office**
From:	**Erika Hammond, City Clerk**

Council is asked to approve the August 18, 2026 Regular Meeting Minutes.

Background Summary:

Attachments:

1. August 18, 2026 Regular Meeting Minutes

Columbia City Council Meeting Minutes
Tuesday, August 18, 2026

Call to Order

The Columbia City Council conducted a Regular Meeting on Tuesday, August 18, 2026 at City Hall (Council Chambers), 1737 Main Street, Columbia, South Carolina 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 4:07 p.m. and the following members were present: The Honorable Edward H. McDowell, Jr., The Honorable Will Brennan, The Honorable Tina N. Herbert, Mayor Pro-Tempore, The Honorable Tyler D. Bailey, and The Honorable Sam P. Johnson. The Honorable Peter M. Brown was absent. 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

Mayor Rickenmann recognized Representative Christopher Hart, District 79 and The Honorable Tyra Little of Richland County Council.

Councilor McDowell recognized former Columbia City Council member, The Honorable Sam Davis.

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

Public Input

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

Mr. Lynne Shirley, 303 South Saluda Avenue expressed concerns about **Item 12** (Zoning Map Amendment for the property at 1700 Block of Rosewood Drive and Fulton Street, TMS# 11309-18-10). He inquired about the differences between the Neighborhood Activity Center/Corridor District (NAC) and the Residential Mixed District (R-M2), and how this zoning change would affect development.

Mr. Andrew Livenood, Zoning Administrator / Planning and Development Services explained that the NAC district is a commercial neighborhood activity center corridor, while the RM2

district is a mixed-residential zoning category. RM2 allows a range of housing types, including single-family homes, duplexes, and multifamily development.

Approval of Minutes

1. Council is asked to approve the August 4, 2026 Work Session and Regular Meeting Minutes.

Upon a motion made by Mr. Bailey and seconded by Mr. Johnson, Council voted unanimously to approve the August 4, 2026 Work Session and Regular Meeting Minutes.

Presentations

2. American Heart Association Check Presentation - Ms. Teresa Wilson, City Manager

Ms. Teresa Wilson, City Manager thanked the Mayor and City Council for allowing staff to champion worthy causes.

Mr. Justin Stevens, Public Relations Director shared that the annual GO RED campaign continues to grow. We kicked it off on the first Friday in February with survivor stories, from USC alum Connor Shaw. This led to a partnership to equip 300 Columbia Police Department vehicles with Automated External Defibrillators (AED). The City later hosted a "Jump Start Your Heart" event at Finlay Park with local sponsors, health resources, and fitness activities. Cardiac-arrest survivor Josh Boyd also led youth football demonstrations as part of the outreach.

Ms. Galena Alford, Payment Center Administrator thanked sponsors and presented a check for $10,000 to the American Heart Association on behalf of the City of Columbia.

Ms. Lizzie Tankersley, Executive Director of Development and Community Health / American Heart Association expressed gratitude for the support received. She shared that the Midlands Heart Walk aimed to raise awareness and life-saving funds for heart disease and stroke, ultimately contributing to stronger health outcomes for the community.

3. Black Expo Update — Mr. Darrin Thomas, President / Thomas Media Group

Mr. Darrin Thomas, President / Thomas Media Group highlighted the success of Black Expo 2026 held from May 14 to May 16. The event attracted over 15,000 attendees and generated an estimated economic impact of $3.8 million. He highlighted the event's collaboration with over 250 minority-owned businesses and successful health initiatives, including breast cancer awareness. He noted that out-of-town visitors averaged a two-night stay. He expressed gratitude for City Council's support and the contributions of the Public Relations team. The event demonstrated the effectiveness of partnerships within the community over the past 28 years.

Mayor Rickenmann expressed appreciation for the event and its health component. He stated that the past two years have shown increased utilization of the services offered.

Councilor Herbert thanked Mr. Thomas for the exposure provided to artist D1 at the event.

Councilor McDowell commented on the 29 years of visionary leadership associated with the event and acknowledged its blessing to the City of Columbia.

Consent Agenda Items 4 through 9

Upon a single motion made by Mr. Johnson and seconded by Mr. Bailey, Council voted unanimously to approve **Consent Agenda Items 4** through **9.**

4. Council is asked to authorize the City Manager to approve the Fiscal Year 2026/2027 Cisco Con-SmartNet Software Services renewal, as requested by the Information Technology Department on July 9, 2026. Award to Presidio Networked Solutions, using the South Carolina State Contract in the amount of $88,337.80. This vendor is located in Atlanta, GA.

   Funding Source: Information Technology - Maintenance and Service Contract (1011120-638200). The original budget amount is $88,337.80.

5. Council is asked to authorize the City Manager to approve the Fiscal Year 2026/2027 Elevator Maintenance Services renewal, as requested by the Support Services Division on July 23, 2026. Award to TK Elevator Corporation, using the OMNIA Cooperative Contract in the amount of $172,680.00. This vendor is located in Atlanta, GA.

   Funding Source: Utilities Lake Murray Water Plant - Maintenance and Service Contract (5516207-638200) $2,700.00; Utilities Metro Wastewater Plant - Maintenance and Service Contract (5516208-638200) $2,700.00; Utilities Columbia Canal Water Plant - Maintenance and Service Contract (5516206-638200) $2,700.00; General Support Services - Maintenance and Service Contract (1011201-638200) $47,100.00; Drew Wellness Center - Maintenance and Service Contract (1015115-638200) $2,700.00; Police Administrative Services - Maintenance and Service Contract (1012402-638200) $20,100.00; Support Services Public Building - Maintenance and Service Contract (5511219-638200) $25,800.00; Parking Arsenal Hill Deck - Maintenance and Service Contract (5313103-638200) $3,480.00; Parking Lady Street Deck - Maintenance and Service Contract (5313104-638200) $10,200.00; Parking Sumter Street Deck - Maintenance and Service Contract (5313106-638200) $10,800.00; Parking Washington Street Deck - Maintenance and Service Contract (5313108-638200) $5,100.00; Parking Park Street Deck - Maintenance and Service Contract (5313109-638200) $5,400.00; Parking Lincoln Street Deck - Maintenance and Service Contract (5313112-638200) $5,400.00; Parking PJ Cannon Deck - Maintenance and Service Contract (5313114-638200) $9,600.00; Parking Devine Street Deck - Maintenance and Service Contract (5313115-638200) $10,200.00; Parking Sable Street Deck – Maintenance and Service Contract (5313116-638200) $2,700.00; and Parking Freed Street Deck – Maintenance and Service Contract (5313117-638200) $6,000.00. The original budget amount is $172,680.00.

6. Council is asked to authorize the City Manager to enter into new Fiscal Year 2026/2027 Independent Contractor Agreements for Miscellaneous Professional Services, as requested by the Columbia Police Department on August 5, 2026. Award to the following vendors in a total amount not to exceed $420,000.00.

   Funding Source: Columbia Police Department Administrative Services - Professional Services (1012402-63600). The original budget amount is $420,000.00.

Item	Description	Vendor & Location	Amount
a.	Specialized Support to the Accreditation Unit	Millenium Consulting McCormick, SC	$60,000.00
b.	Property Crimes/Investigative Specialist within the Criminal Investigations Bureau	Jason I Whittle Columbia, SC	$60,000.00
c.	Cold Case and Adult Missing Persons Specialist within the Criminal Investigations Bureau	Holbrook Professional, LLC Lexington, SC	$60,000.00
d.	Consultation, Armorer, and Basic Markmanship Assistance Services	DLD Tactical, LLC Gaston, SC	$60,000.00
e.	Expertise and Training in Support of Initiatives Addressing Individual and Group Needs, with a Primary Focus on Crisis Mitigation, Mental Health and Homelessness	C. Bruce Works, LLC Columbia, SC	$60,000.00
f.	Specialized Support to the Columbia Police Department's Real Time Crime Center	Integrity Investigative & Consulting Solutions, LLC Columbia, SC	$60,000.00
g.	Background Investigator within the Administrative Bureau	ASLCB Consulting Elgin, SC	$60,000.00
Total			**$420,000.00**

7. Council is asked to authorize the City Manager to approve the Purchase of Vehicles/Heavy Equipment for several City Divisions, as requested by the Fleet Services Division. Award to multiple vendors using the North Carolina Sheriffs' Association and Sourcewell Contract in the amount of $971,845.46.

Item	Description	Vendor & Location	Procurement Method	Funding Source	Amount
a.	One (1) 2027 Freightliner M2-106 plus Street Sweeper for the Solid Waste	Amick Equipment Company, Inc.	North Carolina Sheriffs' Association	Solid Waste Street Sweeping — Auto, Trucks, Heavy Equipment-Capital	$408,990.50

	Division, as requested on July 8, 2026.	Lexington, SC	Contract #26-10-0422R	(5534408-658500). The original budget amount is $408,990.50.	
b.	Two (2) 2027 Western Star Dump Trucks for the Street Division, as requested on July 8, 2026.	National Auto Fleet Group Watsonville, GA	Sourcewell Contract #032824-NAF	Streets-Water and Sewer Repair—Auto, Trucks, Heavy Equipment-Capital (5513202-658500). The original budget amount is $562,854.96.	$562,854.96
Total					**$971,845.46**

8. Council is asked to authorize the City Manager to approve the Fiscal Year 2026/2027 Annual Drinking Water Fee, as requested by Columbia Water on July 7, 2026. Award to the South Carolina Department of Environmental Services doing business as SCDES, in the amount of $61,290.00. This vendor is located in Columbia, SC.

   Funding Source: Utilities Lake Murray Water Treatment Plant - Miscellaneous Licenses and Fees (5516207-637720) $30,645.00 and Utilities Columbia Canal Water Treatment Plant - Miscellaneous Licenses and Fees (5516206-637720) $30,645.00. The original budget amount is $61,290.00.

9. Council is asked to authorize the City Manager to enter into a new Construction Contract for Project SR916301 and SR916601; Road Resurfacing along Parkridge Drive, Brassington Lane, Kimberley Street, and Fitzgibbon Drive, as requested by the Public Works Department on April 21, 2026. Award to Armstrong Contractors, LLC, in an amount not to exceed $590,553.61, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date ninety (90) days from commencement. This contractor is located in Columbia, SC.

   Funding Source: Street Surface Capital Projects — Brassington Lane, Kimberley Street, and Fitzgibbon Drive - Capital Project Costs (407999-SR916301-658650) $173,250.01; Street Surface Capital Projects - Parkridge Drive - Capital Project Costs (4079999-SR91660-658650) $417,303.60. The original budget amount is $590,553.61.

   Armstrong Contractors, LLC is the prime and will provide paving and asphalt services at 88.68% ($436,376.01) of the total contract amount.

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

   Southern Commercial Development, LLC, a Minority Business Enterprise (W), located in Lexington, SC, will provide traffic control services at 3.82% ($18,800.00) of the total contract amount.

   T&H Construction and Markings, LLC, located in Lexington, SC, will provide temporary paint and permanent pavement marking services at 4.09% ($20,152.00) of the total contract amount.

J. Moore Electrical Contractors, Inc., located in Swansea, SC, will provide traffic loop installation services at 3.41% ($16,800.00) of the total contract amount.

Ordinances - Second Reading

10. Ordinance No.: 2026-066 - Authorizing the City Manager to execute a Contract of Sale between Stephanie Weeks and City of Columbia, South Carolina for the sale of 5220 Randall Avenue, Columbia, SC 29203, Richland County TMS # 11705-15-02

    First reading approval was given on August 4, 2026.

Mayor Rickenmann discussed the city's plans for using municipal lots, focusing on giving first-time homebuyers a chance and changing what affordable housing looks like. He explained that the city will work with construction companies to build all-brick houses that are 1,300 square feet with three bedrooms and two bathrooms, while offering affordable mortgage options. We are partnering with Founders Credit Union, which holds onto the mortgages, allowing more people to benefit.

Mr. Bruce Brumfield, CEO of Founders Credit Union thanked the Council and City Manager for their active role in addressing the need for affordable housing. He explained that they are financing 100% of the homes for 30 years at a fixed rate of 6%. He noted their commitment to serve city employees by helping them refinance auto loans, personal loans, and homes. He expressed excitement about seeing the results of their efforts after a year of work.

Councilor Herbert emphasized the vital role Founders Credit Union played in advancing the project. She noted that City Council had identified its goals but lacked the necessary funding. She expressed appreciation to Mayor Rickenmann for securing Founders' support.

Ms. Teresa Wilson, City Manager highlighted the broader benefits of the partnership, including support for homeownership, debt consolidation, and improved financial literacy for employees and future residents.

Upon a motion made by Mr. Johnson and seconded by Ms. Herbert, Council voted unanimously to give second reading approval to Ordinance No.: 2026-066 — Authorizing the City Manager to execute a Contract of Sale between Stephanie Weeks and City of Columbia, South Carolina for the sale of 5220 Randall Avenue, Columbia, SC 29203, Richland County TMS # 11705-15-02.

11. Ordinance No.: 2026-067 - Authorizing the City Manager to execute a Contract of Sale between Tracy C. Chatman and City of Columbia, South Carolina for the sale of 5225 Spalding Avenue, Columbia, SC 29203, Richland County TMS # 11701-04-12

    First reading approval was given on August 4, 2026.

Upon a motion made by Mr. Johnson and seconded by Mr. McDowell, Council voted unanimously to give second reading approval to Ordinance No.: 2026-067 — Authorizing the City Manager to execute a Contract of Sale between Tracy C. Chatman and City of Columbia, South Carolina for the sale of 5225 Spalding Avenue, Columbia, SC 29203, Richland County TMS # 11701-04-12.

Ms. Tracy Chatman, Assistant Recreation Superintendent expressed gratitude for the Keys to a Dream program specifically recognizing City Manager Teresa Wilson, Ashley Jenkins, Tony Lawton, and Founders Credit Union for their contributions. She thanked everyone for investing in families like hers and for helping to turn her dream into a lasting legacy.

Ms.Teresa Wilson, City Manager took a moment of personal privilege to recognize Ms. Ashley Jenkins for 15 years of service. She highlighted her dedication and growth within the City, noting her advancement from intern to housing program manager. She highlighted her role in supporting employees through the Keys to a Dream program.

Ms. Ashley Jenkins, Executive Programs Manager thanked City Council for the chance to work on the Keys to a Dream Program. She expressed appreciation for the partnership with Founders and City staff and looks forward to helping more employees move toward their dreams.

Ms. Teresa Wilson, City Manager took another moment of personal privilege to recognize Ms. Tasha Watson, who is retiring after 28 years of service. Starting with the City at age 18, she held roles across multiple departments before becoming the office manager in the City Manager's Office. She highlighted her institutional knowledge, dedication, and kindness throughout her career and thanked her for her many years of honorable service.

Ms. Tasha Watson, Program Manager thanked City Council and staff for their support throughout her 28-year career. She expressed gratitude for the opportunities she's had and noted she feels blessed and appreciative as she enters retirement.

Zoning / Planning Matters - Second Reading

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

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

    Council District: 3

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

    Applicant: Ashok Kumar, Kumar Construction

    Staff Recommendation: Approval

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

    First reading approval was given on May 19, 2026.

Councilor Brennan noted that we have had good conversations with the neighborhood and believes that future changes to the development ordinances will help make this a better development.

Upon a motion made by Mr. Brennan and seconded by Mr. McDowell, Council voted

unanimously to give second reading approval to the Zoning Map Amendment for Parcel at 1700 Block Rosewood Drive and Fulton Street TMS# 11309-18-10 **and** Ordinance No.: 2026-040 — Amending the Official Zoning Map to modify the zoning for parcel at the 1700 block of Rosewood Drive and Fulton Street, Richland County TMS# 11309-18-10.

Councilor Johnson took a moment of personal privilege to welcome Representative Leon Howard, District 76 to Council Chambers.

Public Hearing & First Reading for Zoning / Planning Matters

13. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 4116 Farrow Road, TMS# 11606-05-33

    Ordinance No.: 2026-064 - Annexing 4116 Farrow Road, Richland County TMS # 11606-05-33 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

    Council District: 2

    Plan Number: ANNEX-2026-0012

    Proposal: Request to annex the properties and assign the land use classification of Urban Core Neighborhood Activity Center (UCAC-1) and assign the zoning of Neighborhood Activity Center / Corridor District (NAC) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned General Commercial (GC) by Richland County.

    Applicant: Chris Leevy Johnson, Leevy Johnson Funeral Home Inc.

    Staff Recommendation: Approval

    PC Recommendation: 07/09/2026; Approval (9-0)

Mr. Andrew Livengood, Zoning Administrator / Planning and Developmental Services said this request is to annex property and assign the land use classification of Urban Core Neighborhood Activity Center (UCAC-1) and assign the zoning classification Neighborhood Activity Center/Corridor District (NAC). The property is currently classified as mixed residential, high density, and zoned commercial in Richland County.

Council opened the public hearing at 4:59 p.m.

Mayor Rickenmann welcomed Mr. Chris Leevy Johnson, owner of Leevy's Funeral Home, to Council Chambers.

Upon a motion made by Mr. Johnson and seconded by Mr. Bailey, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 4116 Farrow Road, TMS# 11606-05-33 **and** Ordinance No.: 2026-064 - Annexing 4116 Farrow Road, Richland County TMS # 11606-05-33 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

14. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 551 Spears Creek Church Road and N/S Spears Creek Road, TMS#

25715-05-02 and 25715-05-01

Ordinance No.: 2026–062 — Annexing 551 Spears Creek Church Road and N/S Spears Creek Road, Richland County TMS# 25715-05-02 and 25715-05-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 4

Plan Number: ANNEX-2026-0013

Proposal: Request to annex the properties and assign the land use classification of Urban Edge Community Activity Center (UEAC-1) and assign the 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.

Owner/Applicant: Tulane, LLC / Duffy Beal, OnPoint Partners

Staff Recommendation: Approval

PC Recommendation: 07/09/2026; Approval (9-0)

Mr. Andrew Livengood, Zoning Administrator / Planning and Development Services said this request is to annex the property and assign the land use classification of Urban Edge Community Activity Center and assign the zoning of Planned Development District for a pending annexation.

Mayor Rickenmann acknowledged that both annexations on the presented map are donut holes.

Upon a motion made by Mr. Brennan and seconded by Mr. Johnson, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 551 Spears Creek Church Road and N/S Spears Creek Road, TMS# 25715-05-02 and 25715-05-01 **and** Ordinance No.: 2026–062 — Annexing 551 Spears Creek Church Road and N/S Spears Creek Road, Richland County TMS# 25715-05-02 and 25715-05-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

15. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1215 Mason Road, N/S Mason Road and Denton Drive, TMS#s 11809-01-14, 11809-01-15, 11809-01-16, and 11813-01-01

Ordinance No.: 2026-063 — Annexing 1215 Mason Road, N/S Mason Road and Denton Drive, Richland County TMS # 11809-01-14, 11809-01-15, 11809-01-16, and 11813-01-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 1

Plan Number: ANNEX-2026-0014

Proposal: Request to annex the properties and assign the land use classification of Urban Edge Residential Small Lot (UER-1), Urban Edge Multi-Family (UEMF), and Transportation & Utilities (TU) (in the adjacent I-20 right-of-way) and assign the zoning of Residential Mixed District (RM-2) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and partially within a Community Activity Center Node and zoned Residential 4 (R4), Homestead (HM), and Residential Transition (RT) by Richland County.

Owner/Applicant: Bostick Tompkins Funeral Homes, Inc. / GDA Development Partners LLC

Staff Recommendation: Approval of the Future Land Use classifications (UER-1, UEMF, and TU); Approval of the Zoning designation (RM-2) for TMS# 11813-01-01 & 11809-01-16; and Denial of the Zoning designation (RM-2) for TMS# 11809-01-14 and -15

PC Recommendation: 07/09/2026; (9-0) — Approval of the Future Land Use classifications for all parcels (UER-1, UEMF, and TU) and Denial of the Zoning designation (RM-2) for all parcels

Mr. Andrew Livengood, Zoning Administrator / Planning and Development Services said this request is to annex several properties and assign new future land-use classifications, including UER-1 (Urban Edge Residential Small Lot), UEMF (Urban Edge Multi-Family), and TU (Transportation & Utilities). He explained that the proposed zoning would shift portions of the property from existing Richland County residential classifications to the City's RM2 (Residential Mixed District) mixed-residential district. Staff recommended approval of the future land-use classifications, along with partial approval of RM2 zoning for two of the parcels.

Mayor Rickenmann asked for clarification because the agenda reads as denial of zoning designation for tax map parcels 14 and 15.

Mr. Andrew Livengood, Zoning Administrator / Planning and Development explained that staff recommended RM2 zoning approval for parcels 16 and 01, but recommended denial for parcels 14 and 15. He noted that the Planning Commission supported the future land-use classifications but recommended the denial of RM2 zoning for all four parcels.

Councilor Hebert asked why parcels 14 and 15 were denied.

Mr. Andrew Livengood, Zoning Administrator / Planning and Development explained that parcels 14 and 15 sit at the rear of the proposed development and currently have no planned use, making them an appropriate buffer for the adjacent North 21 Terrace neighborhood. He noted that maintaining a transition between the new development and the existing residential area is important. For that reason, a different zoning designation would be more suitable for those parcels.

Councilor Herbert said, I interpret that to mean that you don't want as many units in those parcels because they are closer to the community.

Mr. Andrew Livengood, Zoning Administrator / Planning and Development Services said that is correct. A more appropriate designation would be single family residential or a lower density multifamily.

Councilor McDowell asked if this was mixed use.

Mr. Andrew Livengood, Zoning Administrator / Planning and Development clarified that RM2 is mixed residential. It allows for single family duplexes, town homes, and multifamily homes. The proposal is for phase two of the Garden Lakes multifamily development.

Councilor McDowell asked if this reduces the number of units.

Mr. Andrew Livengood, Zoning Administrator / Planning and Development Services explained that RM2 zoning would match the designation used in phase one of the project. Choosing any zoning category other than RM2 would reduce the allowable density. As a result, the number of units permitted on the site would be lower.

Mr. Anthony Lawrence, Architect / Mota Design stated that they accept staff's recommendation to exclude parcels 14 and 15 from consideration for RM2 zoning. He clarified that all of the phase two of the Garden Lakes project is located on parcel 16, where the 200 proposed units are at a lower density than the 488 units in phase one. He emphasized that the development footprint does not extend into the parcels recommended for denial.

Mayor Rickenmann asked if there would be commercial retail in the corner where the road splits into Mason Road.

Mr. Anthony Lawrence, Architect / Mota Design said yes, that is a part of the request for annexation.

Mr. Andrew Livengood, Zoning Administrator clarified that the parcel labeled "16" on the map is not the same parcel referenced in Item 16. While the two requests are related, they are separate items. This distinction was made to ensure accuracy in the zoning discussion and avoid confusion during deliberation.

Mr. Anthony Lawrence, Architect / Mota Design explained that the development team selected the North Main corridor based on a 2005 master plan identifying the area as a catalyst for Columbia's growth. He noted that phase one's 488 units have performed well, with a new locally based management company addressing earlier concerns, and stated that crime levels are lower than perceived. He added that phase two's housing density would help attract commercial investment, balance the neighborhood's fixed-income population with working-class residents, and support the long-term vision for revitalizing North Columbia.

Councilor McDowell asked if there was data available regarding crime activity in the area.

Mr. Anthony Lawrence, Architect / Mota Design shared that the development team consulted with Officer Hicks regarding police call data and learned that many reported incidents were minor, not severe. He explained that call numbers must be understood in context, distinguishing routine or low-level issues from significant events. He noted he did not have the detailed records on hand and preferred not to recite figures inaccurately.

Councilor McDowell emphasized the necessity of the data for crime intervention.

Councilor Herbert clarified that crime data presented at a prior meeting in Meadow Lakes showed zero violent incidents at the property, with reported issues limited mostly to car

break-ins and other nonviolent, property-related crimes.

Mr. Anthony Lawrence, Architect / Mota Design added that Columbia Police Department is developing a task force to work more closely with multifamily properties across Columbia. He explained that this initiative would allow the City access to door-camera systems and similar technology, and enable officers to assess situations more quickly and improve response times.

Councilor Herbert asked what the intersection was for the emergency exit and whether when referring to emergency vehicles, did that include police.

Mr. Anthony Lawrence, Architect / Mota Design explained that while he could not speak to police operations, he does know from professional practice that the fire department prefers roadway designs that allow fire apparatus to pull in and exit a community in a forward direction. He emphasized that ensuring adequate turning space and safe forward access is an important consideration for emergency response within the development.

Ms. Gwendolyn Singletary expressed support for improved housing and stronger neighborhood planning in 29203. She urged redevelopment of underused North Main properties and said the area is already saturated with low-income units. She emphasized the need for a mix of rental and homeownership to build wealth and attract businesses.

Councilwoman Tyra Little, Richland County District 3 spoke as a lifelong resident of Fairwold Acres. She expressed concerns about the proposal to add 200 additional apartments. She emphasized potential strain on the Columbia Police Department and questioned the feasibility of attracting new retail.

Mr. Sam Davis urged City Council to return to the original vision for the corridor, noting that commercial development was promised to support residents and ensure quality of life.

Ms. Brenda Starnes, a North 21 Terrace resident opposed the additional multifamily units, citing high police call volumes, inconsistent information about incidents, and poor communication from investors.

Mr. Gerald McNair, 1627 Brunswick Drive spoke in opposition to the proposed additional 200 units, citing ongoing water, flooding, and septic problems that more apartments would worsen.

Dr. Constance Lorick, President / Prescott Terrace Neighborhood Association spoke about ongoing problems with existing nearby apartment complexes and expressed concern over inconsistent police incident information. She emphasized that resources should be invested in addressing current issues before adding more housing.

Representative Chris Hart, District 73 spoke in opposition to the project based on feedback from residents, noting they support development but not this type. He stated that single-family homes provide stability, unlike dense apartment complexes that can contribute to crime. He added that if the project proceeds, the developer should be required to include armed security.

Mr. James T. McLawhorn, Jr, President / Columbia Urban League reflected on Columbia's past economic challenges and praised the city's history of strong leadership and revitalization efforts. He stated that true neighborhoods are built through socioeconomic diversity, not just housing units.

Ms. Paige Foulks,1051 Denton Drive expressed concerns about the proposed rezoning and road opening near her home, where she cares for autistic children and disabled adults. She stated that increased traffic, noise, and emergency vehicle activity would create serious safety risks and disrupt the routines of children who rely on the area as a stable outdoor play space.

Councilor Herbert asked to connect with Ms. Foulks to talk with her and the developer about her concerns.

Dr. L Stephon Johnson, Senior Pastor / Second Calvary Baptist Church spoke on behalf of his largely senior congregation. He expressed concern that the proposed new intersection near the church's entrance would create a significant safety hazard due to steep access, limited visibility, and increased traffic. He emphasized that the church is not opposed to progress, but urges that any development prioritize responsible, safe access for the community.

Ms. Kimberley Quarles, Vice President / Fairwold Acres - Harlem Heights Association stated that the community opposes the addition of 200 apartment units along the Mason Road and North Main corridor. She expressed concern for elderly residents who would be affected by increased traffic and emergency vehicle access in the area. She said the community would prefer more commercial development and a safer environment for longtime residents.

Ms. Carmen Free, member of Second Calvary Baptist Church stated that while the congregation is not opposed to development, they are concerned about safe access in and out of the church. She asked Council to consider traffic measures such as a four-way stop or traffic light to ensure safety for all who use the facility.

Mr. James Starnes, President / North 21 Terrace Neighborhood Association expressed concerns that residents had been repeatedly excluded from meetings about the apartment phases and that promises of meaningful commercial development had not materialized. He urged City Council to advocate for the community by rejecting additional apartments and ensuring development aligns with neighborhood needs rather than investor interests.

Mr. David Lewis, 816 Cokesbury Drive stated that the developer's use of the term "development" has been misleading, as it has referred only to additional apartment complexes rather than a mix of uses that could benefit the community. He emphasized concerns about environmental impacts, emergency vehicle access, and the absence of outreach to local businesses that might otherwise invest in the area.

Councilor Herbert made a motion to defer the item by denying RM2 zoning for parcels 14 and 15 while approving RM2 zoning and future land-use classifications for parcels 01 and 016. She explained that her position is shaped by her long experience in community development and her personal history with affordable housing. She emphasized that increasing density is necessary to attract commercial investment and rebuild neighborhoods, noting that crime and traffic data from the City informed her decision.

Mr. Sam Davis said more discussion is needed to understand what residents truly want in each neighborhood. He emphasized the importance of a specific strategy for attracting grocery stores and other commercial development rather than relying on density alone.

Mayor Rickenmann expressed that he is currently neutral on the proposal due to unanswered questions. He highlighted the need for increased residential density to attract

commercial services, noting that District One has lost nine percent of its population and has many abandoned lots. Columbia requires a mix of housing types, including single-family, multifamily, duplexes, and town homes, to rebuild neighborhoods and meet future needs. He suggested postponing the item for the developer and neighborhood representatives to discuss concerns about entrances, safety, and quality.

Mayor Rickenmann requested that City Council be responsible for holding the meeting so that we can ensure that everyone is invited.

Councilor Bailey acknowledged that there had already been several meetings between the developer and the community before today. If there is going to be another meeting, the developer needs to come forward with some guarantees for this community.

Mayor Rickenmann said it is important to clarify conflicting crime and safety data and ensure that accurate information guides the discussion. He noted that thousands of residents are waiting for housing and emphasized the need to balance safety, density, and future development options. He recommended a 30-day deferral to answer outstanding questions and allow the neighborhood and developer to work toward a balanced, well-informed plan.

Councilor McDowell asked for the conversation between the developer and the community to be a collaborative effort.

Councilor Johnson noted recent Federal Reserve data showing that nearly half of adults under 35 live with their parents, underscoring the need for more affordable housing options. Columbia faces a deficit of thousands of housing units and highlighted the importance of creating pathways to homeownership, including through city-owned lots and employee programs discussed earlier in the meeting. He stated that a full continuum of housing is necessary to support long-term stability and growth. He noted that mixed-income housing is essential to achieving the level of development residents desire.

Councilor Herbert clarified that whatever date is selected, it should allow at least three weeks' notice. She also withdrew her motion to approve the item.

Upon a motion made by Ms. Herbert and seconded by Mr. McDowell, Council voted unanimously to defer first reading of the Annexation, Future Land Use Amendment, and Zoning Map Amendment for 1215 Mason Road, N/S Mason Road and Denton Drive, TMS#s 11809-01-14, 11809-01-15, 11809-01-16, and 11813-01-01 and Ordinance No.: 2026-063 — Annexing 1215 Mason Road, N/S Mason Road and Denton Drive, Richland County TMS # 11809-01-14, 11809-01-15, 11809-01-16, and 11813-01-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map until the October 6, 2026 City Council Meeting.

16. ZONING MAP AMENDMENT for 3.03 acres N/S Mason Road at North Main Street; TMS# 11813-01-05

    Ordinance No.: 2026-074 - Amending the Official Zoning Map to modify the zoning for N/S Mason Road at North Main Street, Richland County TMS# 11813-01-05

    Council District: 1

    Plan Number: ZMA-2026-0009

Proposal: Request to rezone the property from Residential Mixed District (RM-2) to Mixed Use District (MU-1)

Applicant: Doug Hart, GDA Partners

Staff Recommendation: Approval

PC Recommendation: 7/9/2026; Recommended Approval (9-0)

Mr. Andrew Livengood, Zoning Administrator / Planning and Development Services shared the zoning map amendment request for a 3.03-acre parcel on the north side of Mason Road at North Main Street, proposing to rezone it from RM2 (Residential Mixed District) to MU1 (Mixed Use District). He explained that MU1 is a light mixed-use category that permits residential, general retail, and restaurants. He clarified that liquor stores, vape shops, and convenience stores are not allowed under MU1 zoning. He added that any future request for uses not permitted under MU1 would require a public hearing, giving residents and City Council an opportunity to voice concerns. He also outlined the range of permitted and special-exception uses in MU1, including single-family homes, town homes, multifamily units, daycares, medical offices, retail shops, eating establishments, farmers markets, and certain utility or institutional facilities.

Upon a motion made by Ms. Herbert and seconded by Mr. Johnson, Council voted unanimously to defer first reading of the Zoning Map Amendment for 3.03 acres N/S Mason Road at North Main Street; TMS# 11813-01-05 **and** Ordinance No.: 2026-074 - Amending the Official Zoning Map to modify the zoning for N/S Mason Road at North Main Street, Richland County TMS# 11813-01-05 until the October 6, 2026 City Council Meeting.

17. MAJOR AMENDMENT TO PLANNED DEVELOPMENT for Harbison Planned Development District to permit body piercing facilities and tattoo establishments within designated Commercial and Employment areas – Commercial/Employment properties generally on Harbison Boulevard, Columbiana Drive, Bower Parkway, Saturn Parkway, Fernandina Road, Parkridge Drive, Lake Murray Boulevard, Kinley Road, and Woodcross Drive

    Ordinance No.: 2026-073 - Amending the Official Zoning Map to modify the zoning for Harbison Planned Development District – Commercial properties generally on Harbison Boulevard, Columbiana Drive, Bower Parkway, Saturn Parkway, Fernandina Road, Parkridge Drive, Lake Murray Boulevard, Kinley Road, and Woodcross Drive, Lexington County TMS#s: 001939-01-001 through -006, -008, -010 through -013, 001941-01-001 through -012, -014 through -018, 001999-02-057, -072, -075, -077, -078, 002763-01-001 through -006, -012 through -015, -017 through -019, 002797-01-005, 025, -029, -030, -032, -033, -035 through -037, -042 through -044, -047, 002898-01-010, -013, -015, -016, -018 through -020, -023 through -025, -027 through -029, -031, -033 through -035, -037, -038, 002898-03-013, -019, -026, -028 Richland County TMS#s: 03914-06-01 through -07, 04904-01-02 through -06, 04904-02-01, 04907-01-15 through -17, 04907-02-01 and -02, 04908-01-03, -15, -16, 04908-02-02, 04908-03-01 through -04, 04910-02-01, 04911-06-01, 04911-06-04, 04915-08-01, 05000-03-02, 05000-04-49, -51, -59, -71, -72, 05000-07-01- through -03, 05000-07-05, 05001-01-05 through -13, 05001-02-01, -04, 05001-03-02, 05002-01-04A, -04B, -05, -06, 05002-02-01 through -03, 05005-01-04, 06200-01-01, 06200-01-18, 06200-01-22, 06200-01-25

Council District: 1

Plan Number: ZMA-2026-0008

Proposal: Request a Major Amendment to a Planned Development District (PD).

Applicant: Raymond Cloutier, Harbison Community Association, Inc.

Staff Recommendation: Approval

PC Recommendation: 07/09/2026; Recommended Approval (8-0)

Mr. Andrew Livengood, Zoning Administrator/ Planning and Development Services introduced a major amendment to the Harbison Planned Development District that would allow body-piercing facilities and tattoo establishments within designated commercial and employment areas. He explained that the request functions as a text amendment to the long-standing planned development, affecting properties along Harbison Boulevard, Bower Parkway, Lake Murray Boulevard, and surrounding corridors. The amendment was requested by the Harbison Community Association. All public notice requirements were handled as with a typical map amendment.

Councilor Herbert asked why the request was being made.

Mr. Andrew Livengood, Zoning Administrator / Planning and Development Services explained that when South Carolina legalized tattooing in 2007, the City required tattoo facilities to be approved only by special exception. In 2008, the Harbison Community Association asked that each tattoo studio undergo a major planned unit development amendment, effectively triggering a full rezoning-style process for every application. The association now reports those earlier concerns have subsided, the industry has matured, and they are requesting that tattoo establishments simply be allowed use within the designated commercial and employment areas of the Harbison Planned Development.

Councilor Bailey asked if Irmo has the same requirements for tattoo shops.

Mr. Andrew Livengood, Zoning Administrator / Planning and Development Services noted that the Harbison Planned Development includes areas outside the City of Columbia, specifically in unincorporated Richland County, the Town of Irmo, and unincorporated Lexington County. He clarified that he is not familiar with the zoning requirements in those jurisdictions. The amendment under discussion would apply only to the portions of the planned development located within the City of Columbia.

Mr. Ralph Bell, President / Harbison Community Association, explained that the request originated from staff working with the RDRC and DDRC after a mall tenant who was approved by the City for cosmetic tattoo services, was later found to be prohibited under the Harbison Planned Development rules. To resolve the conflict, the community sought an amendment to allow the business to legally operate. He noted that the change aligns the planned development’s zoning with the City’s current standards.

Councilor Herbert asked how long the business had been open.

Mr. Ralph Bell, President / Harbison Community Association said that it has been open less than a year.

Councilor Bailey asked if there was an ability to use a special exception instead of a total amendment.

Mr. Andrew Livengood, Zoning Administrator / Planning and Development Services said that a planned development doesn't have the mechanism for a special exception.

Mayor Rickenmann asked if you have to amend the entire area?

Mr. Andrew Livengood, Zoning Administrator / Planning and Development Services said without this amendment, every new tattoo business would require a major planned development change and full public advertising.

Councilor Bailey asked whether tattoo services would be allowed in commercial areas such as Columbiana Mall.

Mr. Andrew Livengood, Zoning Administrator / Planning and Development Services confirmed that if rezoned, a tattoo parlor could operate there or in other eligible commercial locations within the planned development.

Ms. Diane Parkham noted that the proposed amendment affects more than 500 acres of the Harbison Planned Development, including areas adjacent to residential neighborhoods. She asked Council to defer the vote. She expressed concern that residents have received little information from the Harbison Community Association. As a longtime homeowner and former board member, she emphasized the need for residents to understand why the change is being requested and how it may impact property values, community character, and long-standing protections.

Councilor Herbet asked whether the Harbison Community Association is the sole entity representing the area or if smaller neighborhood groups should also be included in discussions.

Mr. Raymond Cloutier, Development Director and Senior Advisor / Harbison Community Association explained that he staffs the DDRC (Design Development Review Committee), which develops and enforces guidelines within the Harbison Planned Development. He described how the committee aligned allowable uses with C-3 commercial standards while designating certain uses as special exceptions or major amendments requiring broader review. He emphasized that these standards were created to ensure proper oversight of development in Harbison’s commercial and employment areas.

Councilor Herbert asked for clarification that this DDRC is not the same as the City's Design Review Commission.

Mr. Raymond Cloutier, Development Director and Senior Advisor / Harbison Community Association explained that the Harbison Design and Development Review Committee is not the same as the City's Design Review Commission. Over time, the committee identified certain uses that should trigger a “major change” designation, ensuring they undergo additional public scrutiny beyond the DDRC’s internal review. T

Councilor Herbert asked what the process was for the public.

Mr. Ralph Bell, President / Harbison Community Association explained that two members of the Harbison Community Association’s board are connected to nearby commercial

properties and that the proposed amendment had been moved through the DDRC before the full board was aware. He requested a deferral, so the association's board could formally place the item on its upcoming meeting agenda, giving members adequate time to review the proposal and provide feedback.

Mr. Mason Synder, owner of My Salon Suite explained that his business provides spaces for nearly 100 independent entrepreneurs, including 27 located within the Harbison area. He acknowledged residents' desire for more time to provide feedback but noted that the Harbison Community Association sought the amendment to align the district's rules with uses already permitted elsewhere in the city.

Mayor Rickenmann said the master plan never anticipated this type of use, making the request a significant change that requires careful consideration to avoid unintended consequences. He emphasized the need for more time to fully evaluate the amendment and ensure the business can continue operating while the large, complex district is thoughtfully addressed.

Upon a motion made by Mr. Bailey and seconded by Mr. Johnson, Council voted unanimously to defer first reading and the public hearing for the Major Amendment To Planned Development for Harbison Planned Development District to permit body piercing facilities and tattoo establishments within designated Commercial and Employment areas – Commercial/Employment properties generally on Harbison Boulevard, Columbiana Drive, Bower Parkway, Saturn Parkway, Fernandina Road, Parkridge Drive, Lake Murray Boulevard, Kinley Road, and Woodcross Drive **and** Ordinance No.: 2026-073 - Amending the Official Zoning Map to modify the zoning for Harbison Planned Development District – Commercial properties generally on Harbison Boulevard, Columbiana Drive, Bower Parkway, Saturn Parkway, Fernandina Road, Parkridge Drive, Lake Murray Boulevard, Kinley Road, and Woodcross Drive, Lexington County TMS#s: 001939-01-001 through -006, -008, -010 through -013, 001941-01-001 through -012, -014 through -018, 001999-02-057, -072, -075, -077, -078, 002763-01-001 through -006, -012 through -015, -017 through -019, 002797-01-005, 025, -029, -030, -032, -033, -035 through -037, -042 through -044, -047, 002898-01-010, -013, -015, -016, -018 through -020, -023 through -025, -027 through -029, -031, -033 through -035, -037, -038, 002898-03-013, -019, -026, -028 Richland County TMS#s: 03914-06-01 through -07, 04904-01-02 through -06, 04904-02-01, 04907-01-15 through -17, 04907-02-01 and -02, 04908-01-03, -15, -16, 04908-02-02, 04908-03-01 through -04, 04910-02-01, 04911-06-01, 04911-06-04, 04915-08-01, 05000-03-02, 05000-04-49, -51, -59, -71, -72, 05000-07-01- through -03, 05000-07-05, 05001-01-05 through -13, 05001-02-01, -04, 05001-03-02, 05002-01-04A, -04B, -05, -06, 05002-02-01 through -03, 05005-01-04, 06200-01-01, 06200-01-18, 06200-01-22, 06200-01-25.

Council closed the public hearing at 7:20 p.m.

Ordinances - First Reading

18. Ordinance No.: 2026-077 - An ordinance to establish a temporary moratorium on residential intensification of two-, three-, and four-family dwellings, on the expansion of vehicular use area, and on the conversion or demolition-replacement of single-family detached dwellings within the neighborhood areas depicted in Exhibit A, pending consideration of amendments to the Unified Development Ordinance; to provide for findings, exemptions, a sunset date, and severability; and for other purposes

Mayor Rickenmann noted that the drafted ordinance contained wording that could cause confusion, specifying "two, three, and four family dwellings" instead of clearly stating duplexes, triplexes, and four-unit buildings. He requested that the language be corrected to ensure the ordinance accurately reflects the intended housing types.

Councilor Brennan noted that this meeting is the first of many public discussions on emerging trends in non–owner-occupied real estate in downtown neighborhoods. He explained that increases in bedrooms within multifamily units, as well as conversions of single-family homes into duplexes and triplexes, have led to density and parking challenges that were never planned for. The purpose of studying these patterns is to better understand long-term infrastructure impacts and protect the character of affected neighborhoods.

Mr. Justin Steinmann, Director of Planning and Development Services explained that the temporary moratorium is needed because older and historic neighborhoods are experiencing intensified development. He said the 180-day pause will allow the City to study impacts, review zoning capacity, collect data, and draft a permanent ordinance that will move through the HPDRC (Historic Preservation Design Review Commission), the Planning Commission, and ultimately return to Council.

Mayor Rickenmann emphasized that upcoming public hearings should include clear examples and data to show how many parcels the moratorium would affect. He asked staff to explain how new paving standards might impact existing homeowners, especially in historic neighborhoods where parking is already limited. He said it is important that all residents understand the long-term implications of the permanent ordinance and how it will apply across different property types, not only rental units.

Upon a motion made by Mr. Brennan and seconded by Mr. Bailey, Council voted unanimously to give first reading approval to Ordinance No.: 2026-077 — An ordinance to establish a temporary moratorium on residential intensification of two-, three-, and four-family dwellings, on the expansion of vehicular use area, and on the conversion or demolition-replacement of single-family detached dwellings within the neighborhood areas depicted in Exhibit A, pending consideration of amendments to the Unified Development Ordinance; to provide for findings, exemptions, a sunset date, and severability; and for other purposes.

19. Ordinance No.: 2026-078 - Removing certain County-owned real property located at 120 Clemson Road, Richland County TMS # R25608-01-38, from the corporate limits of the City of Columbia, South Carolina, pursuant to S.C. Code Ann. § 5-3-285, and directing conforming revisions to the Official Zoning Map and Columbia Compass: Envision 2036

Upon a motion made by Mr. Bailey and seconded by Mr. Johnson, Council voted unanimously to give first reading approval to Ordinance No.: 2026-078 — Removing certain County-owned real property located at 120 Clemson Road, Richland County TMS # R25608-01-38, from the corporate limits of the City of Columbia, South Carolina, pursuant to S.C. Code Ann. § 5-3-285, and directing conforming revisions to the Official Zoning Map and Columbia Compass: Envision 2036.

20. Ordinance No.: 2026-065 - Granting an encroachment to Lady Street Associates for the use of the right of way areas of the 1200 block of Marion Street and the 1300 block of Gervais Street for the installation and maintenance of sidewalks and

irrigation adjacent to 1331 Gervais Street, Richland County TMS# 11401-03-03 and 11401-03-07

Upon a motion made by Mr. Bailey and seconded by Mr. Johnson, Council voted unanimously to give first reading approval to Ordinance No.: 2026-065 - Granting an encroachment to Lady Street Associates for the use of the right of way areas of the 1200 block of Marion Street and the 1300 block of Gervais Street for the installation and maintenance of sidewalks and irrigation adjacent to 1331 Gervais Street, Richland County TMS# 11401-03-03 and 11401-03-07.

21. Ordinance No.: 2026-068 - Granting an encroachment to 836 Catawba LLC for the use of the right of way area of the 800 block of Catawba Street for the installation and maintenance of sidewalks adjacent to 836 Catawba Street, Richland County TMS# 08913-06-01

Upon a motion made by Mr. Bailey and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to Ordinance No.: 2026-068 - Granting an encroachment to 836 Catawba LLC for the use of the right of way area of the 800 block of Catawba Street for the installation and maintenance of sidewalks adjacent to 836 Catawba Street, Richland County TMS# 08913-06-01.

22. Ordinance No.: 2026-075 - Approval for Granting an Easement to Dominion Energy South Carolina, Inc. for the new Olympia Fire Station on Bluff Road; Richland County TMS#11204-02-06 and TMS#11204-02-34; CF#DPI-2025-06-0028

Upon a motion made by Mr. Brennan and seconded by Mr. Johnson, Council voted unanimously to give first reading approval to Ordinance No.: 2026-075 - Approval for Granting an Easement to Dominion Energy South Carolina, Inc. for the new Olympia Fire Station on Bluff Road; Richland County TMS#11204-02-06 and TMS#11204-02-34; CF#DPI-2025-06-0028.

23. Ordinance No.: 2026-076 - Authorizing the City Manager to execute an Office Lease Agreement between the City of Columbia and Huitzi The Bus Coffee Shop for office space located at 1401 Main Street

Upon a motion made by Mr. McDowell and seconded by Mr. Brennan, Council voted unanimously to give first reading approval to Ordinance No.: 2026-076 — Authorizing the City Manager to execute an Office Lease Agreement between the City of Columbia and Huitzi The Bus Coffee Shop for office space located at 1401 Main Street.

Resolutions

24. Resolution No.: R-2026-056 - Authorizing the City Manager to execute a Memorandum of Understanding between the City of Columbia and the Fifth Circuit Public Defender

Upon a motion made by Mr. Bailey and seconded by Mr. Johnson, Council voted unanimously to approve Resolution No.: R-2026-056 — Authorizing the City Manager to execute a Memorandum of Understanding between the City of Columbia and the Fifth Circuit Public Defender.

Event Resolution Items

25. Resolution No.: R-2026-052 - Authorizing consumption of beer, wine, and liquor at the Three Rivers Bridge Dinner at the Gervais Street Bridge on Sunday, October 25, 2026 with a rain contingency date of Sunday, November 1, 2026

Upon a motion made by Mr. Brennan and seconded by Mr. Johnson, Council voted unanimously to approve Resolution No.: R-2026-052 — Authorizing consumption of beer, wine, and liquor at the Three Rivers Bridge Dinner at the Gervais Street Bridge on Sunday, October 25, 2026 with a rain contingency date of Sunday, November 1, 2026.

26. Resolution No.: R-2026-054 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Arts and Draughts on Friday, October 23, 2026

Upon a motion made by Mr. Brennan and seconded by Mr. Johnson, Council voted unanimously to approve Resolution No.: R-2026-054 — Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Arts and Draughts on Friday, October 23, 2026.

27. Resolution No.: R-2026-055 - Authorizing consumption of beer, wine, and liquor at JerryFest at the Five Points Fountain on Sunday, October 4, 2026

Upon a motion made by Mr. Johnson and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2026-055 — Authorizing consumption of beer, wine, and liquor at JerryFest at the Five Points Fountain on Sunday, October 4, 2026.

28. Resolution No.: R-2026-057 - Authorizing consumption of beer and wine only at NEON Joy in Five Points on 747 Saluda Avenue, the perimeter around the Fountain Plaza and 727 Harden Street Parking Lot on Friday, November 20, 2026

Upon a motion made by Mr. Johnson and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2026-057 — Authorizing consumption of beer and wine only at NEON Joy in Five Points on 747 Saluda Avenue, the perimeter around the Fountain Plaza and 727 Harden Street Parking Lot on Friday, November 20, 2026.

City Council Committee Reports, Referrals and New Business

Upon a motion made by Mr. Bailey and seconded by Mr. Johnson, Council voted unanimously to refer tattoo shops as to the Arts, Historic Preservation, and Philanthropy Committee.

Executive Session

Ms. Teresa Wilson, City Manager said we will defer Executive Session.

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

Chapter 12, Article II of the City of Columbia Code of Ordinances

Public Input

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

Mr. Lee Caroll expressed concern about youth support in the community, describing recent issues at TS Martin Park where children were unable to access the public restroom until intervention by Council. He urged greater investment in youth programs, stating that stronger support not increased law enforcement is essential to prevent future problems.

Mr. Brian Dixon expressed frustration with systemic issues affecting residents, urging the City to better support communities, address inequities, and focus on practical improvements that meet local needs.

Adjournment

The meeting was adjourned at 7:49 p.m.

Respectfully Submitted:

Erika D. Moore Hammond, MMC, CPM
City Clerk

Meeting Date: **September 1, 2026**

Department: **City Clerk's Office**

From:

Community Partnership & Public Service Recognition Initiative — Mr. Mykle Bowman, ASC Management Group

Background Summary:

Attachments:

1. ASC_Community_Partnership_City_of_Columbia

ASC MANAGEMENT GROUP

Community Partnership & Public Service Recognition Initiative

City of Columbia, South Carolina

Building Stronger Communities, One Neighborhood at a Time

Date: August 14, 2026

STATEMENT OF PURPOSE

ASC Management Group is a community-based construction and development company committed to strengthening communities through neighborhood revitalization, economic development, education, public service recognition, and community partnerships.

As part of this commitment, ASC Management Group has established the ASC Community Partnership & Public Service Recognition Initiative.

The purpose of this initiative is to recognize individuals, elected officials, public servants, departments, organizations, schools, municipalities, counties, first responders, educators, nonprofit organizations, community leaders, and other entities whose service and leadership contribute positively to the communities in which ASC Management Group works and serves.

CITY OF COLUMBIA COMMUNITY RECOGNITION

ASC Management Group respectfully seeks to recognize the Mayor of the City of Columbia, South Carolina, as part of its broader Community Partnership & Public Service Recognition Initiative.

This recognition is intended to acknowledge public service, leadership, commitment to the community, and efforts that contribute to the continued growth and quality of life of Columbia and its residents.

The recognition of the Mayor is part of ASC Management Group's larger commitment to acknowledging deserving public servants and community leaders throughout South Carolina and the communities we serve.

COMMUNITY PARTNERSHIP

ASC Management Group seeks to establish and maintain positive community-based relationships with the City of Columbia and other communities throughout South Carolina.

1. **Community Beautification:** Supporting initiatives designed to improve neighborhoods, residential corridors, public-facing properties, and the overall appearance of communities.
2. **Housing & Neighborhood Revitalization:** Exploring opportunities involving residential renovation, rehabilitation, new construction, and other initiatives that may contribute to stronger and more sustainable neighborhoods.
3. **Youth & Education Support:** Supporting students, schools, educators, and youth programs through recognition, educational initiatives, mentorship, donations, and other appropriate forms of community involvement.
4. **Public Service Recognition:** Recognizing mayors, elected officials, public employees, first responders, educators, departments, community organizations, nonprofit organizations, and citizens who demonstrate exceptional service, leadership, professionalism, or commitment to their communities.
5. **Community Partnerships:** Developing relationships with governmental agencies, businesses, nonprofit organizations, schools, faith-based organizations, neighborhood groups, and other community stakeholders when those partnerships advance legitimate community interests.

NON-BIAS & NONPARTISAN POLICY

ASC Management Group expressly states that its Community Partnership & Public Service Recognition Initiative is conducted on a nonpartisan and nondiscriminatory basis.

The presentation of an award, certificate, plaque, commendation, donation, sponsorship, or other recognition by ASC Management Group shall not constitute:

- An endorsement of the Mayor or any other individual as a political candidate;
- An endorsement of any political party, campaign, platform, or political organization;
- Support for or opposition to any candidate for public office;
- Preferential treatment of any elected official, governmental employee, department, municipality, county, organization, or individual;
- An attempt to influence governmental decisions, contracts, procurement, permitting, inspections, zoning, funding, or other official governmental actions; or
- A representation that the Mayor, the Mayor's Office, or the City of Columbia endorses ASC Management Group, its projects, services, or business activities.

ASC Management Group's recognition is based upon public service, community contribution, leadership, professionalism, positive community impact, or achievement and is intended solely as an expression of appreciation.

OBJECTIVE RECOGNITION STANDARDS

To promote fairness, transparency, and consistency and to avoid actual or perceived bias, ASC Management Group may consider factors including:

- Demonstrated service to the community;
- Positive impact on residents;
- Leadership and professionalism;
- Commitment to public service;
- Contributions to neighborhood improvement;
- Contributions to education and youth development;
- Economic or community development;
- Public safety initiatives;
- Volunteerism and civic involvement;
- Community accessibility and engagement; and
- Exceptional service or achievement deserving public acknowledgment.

A recipient is not required to have a business, contractual, financial, political, or personal relationship with ASC Management Group to receive recognition.

NO EXPECTATION OF FAVOR OR BENEFIT

Any award or recognition presented by ASC Management Group is provided without expectation of compensation, governmental favor, preferential consideration, contractual opportunity, political endorsement, official action, or any other benefit in return.

Acceptance of an award or recognition does not create any contractual, financial, political, or governmental obligation between ASC Management Group and the recipient.

BROADER COMMUNITY APPLICATION

The ASC Community Partnership & Public Service Recognition Initiative is not exclusive to the City of Columbia or its Mayor.

ASC Management Group intends to recognize deserving individuals, elected officials, public servants, organizations, departments, municipalities, counties, schools, first responders, educators, nonprofit organizations, businesses, and community partners throughout South Carolina and other communities in which ASC Management Group operates or maintains community relationships.

This broader application is intended to ensure that ASC Management Group's recognition efforts remain fair, transparent, inclusive, and based upon public service and community contribution rather than personal, political, governmental, or business affiliation.

COMMITMENT TO THE CITY OF COLUMBIA

ASC Management Group believes strong communities are created through cooperation among residents, businesses, educators, public servants, elected leaders, nonprofit organizations, and local government.

We respectfully seek the opportunity to recognize the leadership and public service of the Mayor of Columbia while continuing to build relationships that encourage neighborhood improvement, community pride, educational opportunities, economic development, and service to residents.

The presentation of this recognition is an expression of appreciation for public service and is not intended to create or imply any political, contractual, financial, or governmental relationship.

OUR PURPOSE

To recognize service, encourage community involvement, strengthen neighborhoods, and honor individuals who positively impact their communities - without political preference, favoritism, or bias.

Respectfully submitted,

ASC MANAGEMENT GROUP
129 Carolina Avenue
Hartsville, South Carolina 29550
803-477-7141
ASCmanagementgroup7@gmail.com

Meeting Date:	**September 1, 2026**
Department:	**Procurement and Contracts**
From:	**Shannon Lizewski, Director**

Council is asked to authorize the City Manager to Purchase DataGard - Backup and Disaster Recovery and Cloud Backup Services, as requested by the Information Technology Department on July 20, 2026. Award to VC3, Inc., using The Interlocal Purchasing System (TIPS) Cooperative Contract in the amount of $204,960.00. This vendor is located in Columbia, SC.

Funding Source: Information Technology - Maintenance and Service Contract (1011120-638200). The original budget amount is $204,960.00.

Background Summary: TIPS Cooperative Contract #220105
Sec 2-204. (10) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when purchasing through cooperative purchasing.

Attachments:
1. City Council Memo
2. Quote
3. Contract

COLA
Information Technology/GIS

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

From: Missy Caughman, Assistant City Manager
Shannon Lizewski, Director of Procurement and Contracts

Subject: Recommendation for Approval
Trend Micro Products Renewal

Date: September 1, 2026

BACKGROUND:
The purpose of a disaster backup and recovery system is for data protection, encompassing backup, recovery, and business continuity. VC3, Inc. formerly known as ThinkGard, LLC, ensures that our critical business data is safeguarded against accidental deletions, hardware failures, and cyber threats.

DISCUSSION:
This employs what is called a hybrid cloud system that consists of a local backup device that replicates City of Columbia (COC) data to an offsite location. VC3 uses an image-based backup that allows for recovery of the entire server array, including the operating system, system settings, and all associated files. This system allows for recovery of all City servers and data either locally or in the cloud depending on the type of disaster encountered and can be configured to allow the recovery and restore of mission-critical applications from recent cloud backups at a point in time immediately preceding a system failure due a localized disaster and local catastrophe disaster (entire IT infrastructure is destroyed). In addition, the VC3 system has the capabilities to provide cloud service that will allow City of Columbia staff to access the disaster recovery system remotely should a disaster prohibit physical access to COC datacenters.

BUDGETARY CONTEXT:
The cost of the attached renewal proposal is $204,960.00. These costs are included in the 2026-2027 budget.

City of Columbia, SC - DataGard Refreshed Fleet of Appliances Order

City of Columbia, SC
1737 Main Street
Columbia, South Carolina 29201
United States

Cory Williams
cory.williams@columbiasc.gov
8037374264

Quote expires: September 30, 2026

VC3
1301 Gervais St.
Suite 1800
Columbia, SC 29201
United States

Prepared by: Jeremy Currie
IT Advisor
jeremy@thinkgard.com
+12054193414

Products & Services

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	PRICE
Co-Manage SaaS Backups - Infinite Retention (Tiered 2601-2700 licensing) The overage cost is $2.40 per user per month.	1	$77,760.00 / year	$77,760.00 / year for 3 years

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	PRICE
Co-Manage BCDR 18TB S6 Device 384GB RAM (One Time Cost) (MSRP $11,331.45 Each) Enterprise 18 TB Appliance S6-18 • CPU AMD EPYC 9255 (24c/48t, 3.20GHz) • RAM 96GB DDR5 ECC (6x 16GB) (Upgraded to 384 GB RAM) • RAID 1 (Mirror): 2x 18TB SAS • NICs: 2x 10GbE Base-T • OS Drive: 480GB SATA 2.5” SSD • Performance Cache: (SLOG) 960GB SATA 2.5” SSD • 1100W dual, redundant (1+1) hot-plug • Chassis: 1U rackmount full-depth • 5 Year Manufacturer Warranty	4	$2,610.57	$10,442.28

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	PRICE
DataGard TBR S6 18 TB - Co-Managed - Month Service	4	$31,800.00 / year	$127,200.00 / year for 3 years

Replacing:
S5-12 - ColumbiaSC-TG1 - SN: E43D1AAA891C
S5-12 - ColumbiaSC-TG2 - SN: E43D1AA8A5B6
S5-18 - ColumbiaSC-TG3 - SN: E43D1AB1B4EE
S5-18 - ColumbiaSC-TG4- SN: E43D1AB1CF04

Replacing:
Service on Two 12 TB appliances and Two 18 TB Appliances.

Services Included in Monthly Rate:
- 1 Year Time-Based Retention in US-based datacenters (1TBR)
- Bicoastal Data Center offsite replication locations
- Ongoing daily monitoring and management of all backup appliances:
- Customizable local backup schedules per server (from every 5 minutes to 24hours)
- Experienced Support team that checks on every appliance daily
- Initial remediation of backup errors- Communication with client if assistance or intervention is needed for production servers
- Monitor daily mini disaster recovery test via screenshot verifications
- Telephone and email on-call service available 24/7/365
- Annual Cloud Disaster Recovery Test, including a document DR Plan for appliance servers.
- Full ThinkGard Support team assistance for any restoration event:
- 24/7 assistance during all disaster events
- Mounting backup points for simple file/volume recoveries

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	PRICE
event of server(s) loss • 30 days of offsite virtualization, after which a fee of $200.00 per 24 hours will incur.			
Migration Services – Enterprise (Professional Services) The one-time fee	4	$250.00	$1,000.00
SUMMARY			
Annual subtotal			$204,960.00
One-time subtotal			$11,442.28

Comments

Agreement Note – Appliance Upgrade, Storage Expansion, and DR Enhancement

This agreement supersedes and replaces all prior agreements, quotes, amendments, and proposals related to the appliances identified herein. Upon execution, the terms of this agreement shall govern the upgraded appliance infrastructure and associated services.

Effective **September 1, 2026**, all four (4) appliances identified in this agreement will be replaced and considered new appliances under this agreement. The new appliance term and service commencement date shall be **September 1, 2026**, and will be aligned with the Customer's **Office 365 Backup SaaS agreement**, which will also have an effective date of **September 1, 2026**, to ensure consistent service and billing anniversary dates across the environment.

Due to storage utilization exceeding recommended thresholds, three (3) of the existing appliances are currently operating above 80% capacity. To support proper load balancing, performance optimization, and the Customer's disaster recovery (DR) objectives, including the virtualization of all protected servers during a DR event, the Customer has elected to upgrade and replace the existing appliance infrastructure.

This upgrade will increase total available storage capacity from **60 TB to 72 TB**, providing additional capacity for future growth and improved load balancing across the environment.

The following appliances will be replaced as part of this upgrade:

- **S5-12 – ColumbiaSC-TG1 – SN: E43D1AAA891C**
- **S5-12 – ColumbiaSC-TG2 – SN: E43D1AA8A5B6**
- **S5-18 – ColumbiaSC-TG3 – SN: E43D1AB1B4EE**
- **S5-18 – ColumbiaSC-TG4 – SN: E43D1AB1CF04**

In addition, all four (4) appliances will be upgraded to the newer **AMD EPYC processor platform** and will receive increased memory (RAM) resources. Each new appliance will be configured with **386 GB of RAM**, significantly increasing the available compute and memory resources compared to the existing environment. These enhancements are intended to improve overall appliance performance and provide the compute and memory capacity necessary to support a true disaster recovery solution, including the virtualization and recovery of protected workloads directly on the appliances during a DR event.
This upgrade is intended to maintain adequate storage capacity, improve appliance load balancing, enhance disaster recovery capabilities, and support the Customer's continued growth and business continuity requirements.

Except as expressly modified herein, all other terms and conditions of the governing service agreement shall remain unchanged.

Please refer to the Master Services Agreement (MSA) for details regarding the applicable **annual escalator** and all other contractual terms and conditions.

This Order is entered into as of July 13, 2026 between VC3 Inc., a Delaware corporation ("Company") and City of Columbia, SC ("Client")

Order Governed by the Master Agreement

This Order is subject to and governed by Company's Master Agreement in effect on the date this Order is entered into between Company and Client. The Master Agreement is available here and is incorporated in full into and made a part of this Order by this reference. The Client may also request a copy of the Master Agreement by submitting an email request to betterit@vc3.com identifying the Client and the applicable Orders. Company's entering into this Order is conditioned on Client's agreement to the Master Agreement, and by entering into this Order with Company, Client accepts and agrees to the Master Agreement.

Deliverables & Services

Exclusions

Items other than those included above are expressly excluded from the Services provided within this Order. The following exclusions and clarifications are intended to clarify the scope of services for this order:

1. When client requests services by Company not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined in the Master Agreement and rates displayed within Addendum A. For all services which incur additional hourly fees, Company will notify the client that these services are outside the scope of this work order and will receive approval from client prior to rendering these additional services.
2. Software and licensing purchased by the client directly from a third-party vendor are not included as a part of services to be supported.
3. Should deficiencies, malware infections, or critical vulnerabilities be discovered during the deployment of services, Company will bring to Client attention and discuss the impact of the deficiencies on Company's ability to provision the Services and provide client with options to correct the deficiencies. Initial remediation hours will be billed outside of this Order unless otherwise explicitly stated in this Order.

Assumptions

1. Company reserves the right, at its discretion, to pass onto the client any changes to obligations, such as terms or pricing imposed on Company by a given vendor, for an offering that is currently resold to the client at any time during the current agreement term.
2. The items defined in this Order are designed to enhance the security of the customer environment. There is no guarantee that any security measure will prevent a data breach, infection, or other cyber security incident.

Client Responsibilities

1. Client will provide a primary point of contact for Company to work with on all services provided in this Order.
2. Client will be responsible for ensuring applicable agents and software are deployed to Client devices.
3. Client will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.
4. Third party tool licensing may be required for additional cost.

Invoicing

1. Recurring services, if included, shall be provided for term indicated in Products & Services, starting from the date of the first recurring invoice (Effective Services Start Date), unless terminated in accordance with the terms of this Order or the Master Agreement.
2. Upon execution of an Order, Company shall invoice Client for all non-recurring charges due for Company to commence Services, including any onboarding fees. Upon activation of the Services, billing shall commence, and Company shall invoice Client for monthly recurring charges in advance of providing managed services. If the Order start date does not fall on the first calendar day of a month, Company shall calculate the first month's Services on a prorated basis.
3. Any taxes related to services purchased or licensed pursuant to this Order shall be paid by Client or Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.

4. Unit rates will automatically increase annually on the anniversary of the Effective Services Start Date equivalent to the CPI change for All Urban Consumers or by 4.00%, whichever is higher.
5. The terms of this Order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided by either party no fewer than 90 calendar days prior to expiration of the current active term.
6. Company will audit the Client's usage of the quantity of Services on a monthly basis; for each quantity of Services found in excess of the amount stated in this Order above, Company will increase the monthly service fee amount by the corresponding unit price stated above.
7. At no time during the term of this Order will the fees payable under this Order (i.e. the monthly subtotal amount) drop below seventy-five percent (75%) of the initially agreed upon monthly subtotal stated above.
8. In the event of the early termination of the Agreement in accordance with Section 3.3 of the Master Agreement, Client agrees that the initially agreed upon monthly subtotal stated above shall be used for calculating fees due for the remaining term of the Agreement.
9. Additional services may be added at any time during the life of this Order at the unit price listed above.

Addendum A - Hourly Rates

Service Area	2026 Rate	Description of Service Area
Consulting & Project Management	$ 245.00	Consulting (Design, Architecture, Planning); Technology Assessments; Project Management. CIO Consulting Services including without limitation product evaluations and application/infrastructure planning services.
Security Consulting & Management	$ 359.00	vCISO Services, Security Assessments and Audits. Security team response to incidents outside of terms within applicable Orders.
Application Development	$ 245.00	Application Software development, design, testing, and code revisions. Systems Programming (System Level Scripting/Automation). All SharePoint services.
Web Design Services	$ 213.00	Web site design and implementation services which are NOT built on a Microsoft SharePoint platform.
Infrastructure Deployment Services	$ 218.00	Installation and Setup of the following: Networks, Electronic Messaging Systems, Servers, SANs, VMWare, Citrix, Network Domains, and Desktop Deployments.
Infrastructure Maintenance Services	$ 207.00	Maintenance Services for the following: Networks, Electronic Messaging Systems, Servers, SANs, VMWare, Domains, Microsoft Server, and Desktop support.
Travel Time	$ 131.00	Travel time to and from the Client. This rate includes the mileage expense at the current IRS approved mileage rate.
After Hours Support Services	$ 271.00	All reactive support services provided to Client outside of the hours of 8am to 5pm Monday through Friday and all services provided on National Holidays

Note: Rates will automatically increase on an annual basis equivalent to the CPI change for All Urban Consumers or by a rate of 4%, whichever is higher. Annual rate increases will become effective on the first of the month following the release of data for the prior calendar year.

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

APPROVED AS TO FORM
Legal Department City of Columbia, SC
7/20/2026

Printed name

Due Diligence

220105

Technology Solutions Products and Services

End Date: **05/31/2027**

Contract: 220105

EDGAR COMPLIANCE: YES View Doc

Contract Documents

Bid Request

Bid Advertisement

Bid Responders

If additional documentation is needed, email bids@tips-usa.com

Vendor Documents

Vendor Contract

Meeting Date: **September 1, 2026**

Department: **Procurement and Contracts**

From: **Shannon Lizewski, Director**

Council is asked to authorize the City Manager to approve the Purchase of Vehicles/Heavy Equipment for several City Divisions, as requested by the Fleet Services Division. Award to multiple vendors using the South Carolina State Contract and Sourcewell Cooperative Contract in the total amount of $699,308.73.

Item	Vendor & Location	Description	Procurement Method	Funding Source	Amount
a.	COS Chevrolet, LLC dba Hendrick Chevrolet Charlotte, NC	One (1) 2026 Chevrolet 3500HD Crew Cab Truck for the Wastewater Management Division, as requested on July 17, 2026.	South Carolina State Contract #4400037566	Utilities Wastewater Maintenance — Heavy Equipment—Capital (5516205-658500). The original budget amount is $65,340.00.	$65,340.00
b.	Dick Smith Ford, Inc. Columbia, SC	One (1) 2027 Ford F350XL Regular Cab Truck for the Street Division, as requested on July 16, 2026.	South Carolina State Contract #4400035139	Streets—Water and Sewer Repair — Heavy Equipment-Capital (5513202-658500). The original budget amount is $54,325.00.	$54,325.00
c.	Dick Smith Ford, Inc. Columbia, SC	Three (3) 2027 Ford F250XL SuperCab Trucks for Water Distribution, as requested on July 15, 2026.	South Carolina State Contract #4400035139	Utilities Water Distribution and Maintenance — Heavy Equipment-Capital (5516203-658500). The original budget amount is $158,820.00.	$158,820.00

d.	National Auto Fleet Group Watsonville, CA	One (1) 2027 Western Star Dump Truck for Water Distribution, as requested on July 14, 2026.	Sourcewell Contract #032824-NAF	Utilities Water Distribution and Maintenance — Heavy Equipment-Capital (5516203-658500). The original budget amount is $260,581.00.	$260,581.00
e.	Infrastructure Solutions Group, Inc. Mechanicsville, VA	One (1) Brinex Advantage Brine Maker Tank for the Street Division, as requested on July 28, 2026.	Sourcewell Contract #031423-HPI	Capital Replacement — Machinery and Equipment-Capital (6308972-658300). The original budget amount is $160,242.73.	$160,242.73
Total					**$699,308.73**

Background Summary: 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.

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

Attachments:

1. Memo Letter for Brine Maker Tank
2. Sourcewell Contract #031423-HPI
3. Infrastructure Solutions Group Quote
4. August 11 2026 Council Memo - Fleet Services Item 6
5. Memo for 2026 Chevrolet 3500HD Truck
6. Hendrick Chevrolet Quote
7. Memo Letter for Three 2027 Ford F250XL Trucks
8. Dick Smith Ford Quote
9. Dick Smith Quote
10. Sourcewell Contract #032824-NAF
11. Memo Letter for 2027 Wester Star Dump Truck
12. National Auto Fleet Quote

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

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

DATE: August 11, 2026

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

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

Item	Vehicle	Department	Price	Funding Source
a.	1 – Brinex Advantage Brine Maker Tank	Public Works/Street Division	$160,242.73	Capital Replacement Program FY 2025-2026
Total Amount: $160,242.73				

This purchase utilizes State Contract and cooperative purchase agreements for vehicles and equipment. This Brinex Advantage Brine Make Tank replaces Street Division current brine making tank which is currently out of service and in need of major repairs. Item (a) is equipment that is a capital replacement and funded from the capital replacement program FY25/26.

***Capital Lease Purchase Program**

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

The Capital Lease Program has typically been a 7 year lease and the annual lease payment is included in the General Fund Budget. The issuance of $4,000,000 is based upon the replacement schedule for the year and the capacity of the General Fund for the lease payment.

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

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

Sourcewell

Henderson

Salt and brine

#031423-HPI

Maturity Date: 5/30/2027

Website: hendersonproducts.com/national-contracts

Products & Services

Products & Services

Sourcewell contract 031423-HPI gives access to the following types of goods and services:

- Brine production equipment
- Brine management equipment
- Anti-icing and deicing spreaders
- Mobile Storage Tanks

Locate your local dealer or representative

(nongovernment site)

Need help getting a quote?

Our Sourcewell team can help you through the quoting process, answer contract questions, and clarify next steps.

Get help with a quote

Call 877-585-9706

Register for an account

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

Search Suppliers & Contracts

General Contracts

IDIQ Contracts

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

Sourcewell

Sourcewell is a local unit of government under Minnesota state statute, and competitively solicits and awards contracts. Purchasing agencies are responsible for performing due diligence and ensuring compliance with applicable federal, state, and local laws, as well as specific funding requirements, in consultation with legal counsel.

ISG
505 East Plaza Drive
Mooresville, NC 28115
PHONE: 704-833-8048

SALES QUOTATION

DATE	PAGE
7/15/2026	1

CUSTOMER: City of Columbia SC Public Works
CONTACT: Jerry Showers
ADDRESS: 2910 Colonial Drive
Columbia, South Carolina 29203
Sourcewell Member ID: 66248

QUOTE ID: 195057-18
QUOTE DATE: 7/15/2026
VALID UNTIL: 10/12/2026
SOURCEWELL#:031423-HPI
SALESPERSON: Reed Davis

QUANTITY	DESCRIPTION	LIST PRICE EACH	EXT. LIST PRICE
	QUOTE 195057-18: Advantage Flex Pro BM Remote FTC,,CGW with installation (Source Well Pricing format)		
1	CONFIGURATION 1-7: Brine Xtreme		
	DESCRIPTION: BRINEX Advantage Brine Maker, Fixed Indoor Installation, Advantage Manual Flip Cover/Extension,		
	BRINE MAKING SYSTEM		
	Salt Brine Maker Style: **Advantage Brine Maker**	$32,526.00	$32,526.00
	Installation Type: **Fixed Indoor Installation**		
	Hopper Cover: **Advantage Manual Flip Cover/Extension**	$2,198.00	$2,198.00
	SALINITY CONTROL		
	Salinity Control Type: **Pro controls, No truck fill**	$39,426.00	$39,426.00
	Salinity Control Mounting: **Integral mounted controls to Brine Maker**		
	Salinity Control Pump Flow Rate: **100 GPM**		
	System output direction: **Right hand output**		
	Controls Voltage: **208/220 Volt, 1 Phase**		
	SALINITY CONTROL OPTIONS		
	Low Salt Warning Light: **Yes, low salt warning light**	$568.00	$568.00
	Storage Tank Level Monitor: **Yes, Storage Tank Level Monitor**	$2,625.00	$2,625.00
	Waterline Air Purge: **Yes, waterline air purge**	$954.00	$954.00
	Cellular Gateway: **Cellular Gateway (1 year free access included)**		
	Custom Options		
	Custom Option Fields: **Note Custom Details Below**		
	Custom Options		
	Option 1: **PRO flex drive upgrade**	$6,100.00	$6,100.00
	Option 2: **(1) 6100 Gallon Single wall storage tanks**	$17,852.00	$17,852.00
	Option 3: **System Installation Option : BM-TFS Tanks and training**	$17,065.00	$17,065.00
1	CONFIGURATION 2-4: BrineXtreme Truck Fill Flex 2023		
	DESCRIPTION: BXTF Pro Controls, Variable Flowrate 20-200 GPM, 208/220 Volt - 1 Phase,		

ISG

505 East Plaza Drive
Mooresville, NC 28115
PHONE: 704-833-8048

SALES QUOTATION

DATE	PAGE
7/15/2026	2

CUSTOMER: City of Columbia SC Public Works
CONTACT: Jerry Showers
ADDRESS: 2910 Colonial Drive
Columbia, South Carolina 29203

QUOTE ID: 195057-18
QUOTE DATE: 7/15/2026
VALID UNTIL: 10/12/2026
SOURCEWELL: 031423-HPI
SALESPERSON: Reed Davis

QUANTITY	DESCRIPTION	LIST PRICE EACH	EXT. LIST PRICE
	SYSTEM CONTROL Control Type: **Pro Controls**	$39,558.00	$39,558.00
	SYSTEM FEATURES Truck Fill Pump Flow Rates: **Variable Flowrate 20-200 GPM** Voltage: **208/220 Volt - 1 Phase**		
	CONTROL OPTIONS Storage Tank Level Monitor: **No Storage Tank Level Monitor** Cellular Gateway: **No Cellular Gateway** Powered Truck Offload/Agitation: **Yes, Pwrd Trk Offload/Agitation**	$2,409.00	$2,409.00
	TRUCK FILLING Number Of Truck Fills: **Fill 1 Truck At A Time** Number Of Products (Including Brine) To Blend: **2 Products (Brine + 1)**		
	End Customer: City of Columbia SC		
	Due to the volatility in material costs and chassis delays, pricing is subject to change at time of manufacturing and / or upfit.		
	Signed: _____ **Date:** _____		
	All Terms and Conditions Apply. Terms of Sale Document available at: http://www.hendersonproducts.com/assets/Terms_of_Sale.pdf		

Quote Total: $161,281.00
SourcewellDiscount: ($16,128.10)
Subtotal: $145,152.90
Incoming Freight:3220.00
Sales Tax: $11,869.83
TOTAL: $160,242.73

Henderson Brine Production with Tank City of Columbia, SC Sourcewell Member 66248

Columbia, City of, Streets
2910 Colonial Drive
Columbia, SC 29203
United States

Ronald Bramer
ronald.bramer@columbiasc.gov
+18035453794

Reference: 20260715-163521028
Quote created: July 15, 2026
Quote expires: October 13, 2026

Infrastructure Solutions Group, Inc.

505 East Plaza Drive

Mooresville, NC 28115

(704) 833-8048

Prepared by: Reed
Territory Sales Manager
reed@weareisg.com
+18034596511

Total **$160,242.73**

EQUIPMENT & SERVICES	QUANTITY	PRICE
Advantage System per Attached Salt Brine Maker	1	$145,152.90
Freight Incoming Freight	1	$3,220.00
Tax SC Sales Tax for Columbia, Richland County	1	$11,869.83
SUMMARY		
One-time subtotal		$160,242.73

Total	**$160,242.73**

Comments

Pricing is in accordance with Sourcewell contract # 031423-HPI

Purchase terms

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

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

DATE: August 11, 2026

SUBJECT: Recommendation for Approval for Purchase of vehicles for the City of Columbia Utilities Wastewater Maintenance Division, Public Works Street Division, and Water Distribution and Maintenance Division as requested by the Fleet Services Division.

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

Item	Vehicle	Department	Price	Funding Source
a.	1 – 2026 Chevrolet 3500HD Crew Cab Truck	Utilities Wastewater Maintenance Division	$65,340.00	Department Capital Utilities Wastewater Maintenance Division FY 2026-2027
b.	2 – 2027 Ford F350XL Regular Cab Truck	Public Works/Street Division	$54,325.00	Department Capital Public Works Street Division FY 2026-2027
c.	3 - 2027 Ford F250XL Super Cab Trucks	Utilities Water Distribution Division	$158,820.00	Department Capital Utilities Water Distribution and Maintenance Division FY 2026-2027
d.	1 – 2027 Western Start Dump Truck	Utilities Water Distribution Division	$260,581.00	Department Capital Utilities Water Distribution and Maintenance Division FY 2026-2027
Total Amount: $539,066.00				

This purchase utilizes State Contract and cooperative purchase agreements for vehicles and equipment. Items (a, b, c, and d) are vehicles and equipment that are a capital replacement and funded from the department's operating budget capital for FY26/27.

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

FROM: Mr. John T. Riggs, Director of Utilities
Mr. Clint Shealy, Assistant City Manager, Columbia Water
Ms. Shannon Lizewski, Director of Procurement & Contracts

DATE: September 1, 1970

SUBJECT: Recommendation for Approval
Purchase of one (1) 2026 Chevrolet 3500 HD Crew Chassis Cab, 4x4, (R242025)

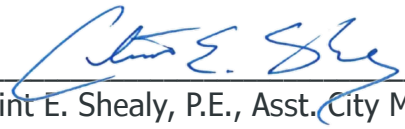
The Department of Procurement and Contracts, in coordination with Columbia Water, respectfully requests review and approval for the purchase of one (1) 2026 Chevrolet 3500 HD Crew Chassis Cab, 4x4 trucks from COS Chevrolet, LLC., in the total amount of $65,340.00. This purchase will be made through the South Carolina State Contract, satisfying competitive procurement requirements, and will replace surplus asset number 22262.

The replacement of this surplus vehicle assigned to the Wastewater Maintenance Division is necessary due to its age, declining reliability, and increasing repair and maintenance costs. This truck is essential for transporting personnel, materials, and equipment used in wastewater main repairs, service line maintenance, and emergency response activities.

Replacing this vehicle will reduce downtime and maintenance costs, improve operational reliability and emergency response, and ensure the division has dependable equipment to maintain safe and reliable wastewater service to the community.

Please contact our office if additional information or supporting documentation is required.

Recommendation for Approval: _____
John T. Riggs, P.E., Director of Utilities

Recommendation for Approval: 

Clint E. Shealy, P.E., Asst. City Manager

HENDRICK CHEVROLET COLUMBIA
100 PARKRIDGE DRIVE
COLUMBIA S.C. 29212
MICHAEL.MCLAUCHHLIN@HENDRICKAUTO.COM
803.210.5974 MOBILE

STATE CONTRACT #4400037566 FOR STATE OF S.C.

2026 CHEVROLET 3500HD CREW CHASSIS CAB, 4x4 6.6l v8
UPFIT: MONROE 108" S-SERIES STEEL SERVICE PRO BODY

AQQ - Keyless Remote Entry
AZ3 - Seats: Front 40/20/40 Split-Bench, Full Feature
C49 - Defogger, Rear Window, Electric
DWI - Mirrors, O/S: Pwr Fold.,Man. Ext., Heat, Turn Indicator
GT4 - Rear Axle: 3.73 Ratio
G9Y - GVW Rating 14,000 Lbs Dual Rear Wheels
IOR - Chevrolet Infotainment, 7" Color Screen
KGU - Universal Vehicle Module
KNP - Transmission Cooling System
K05 - Engine Block Heater
K47 - Heavy Duty Air Filter
NB5 - Single Exhaust System
NZZ - Skid Plate
PCV - 1WT Convenience 1 Package
P03 - Painted Wheel Trim Skins, Painted Center Caps
TQ5 - Headlamps, Intellibeam
UDU - Provisions: Rear View Camera
UE1 - OnStar Communication System
UHY - Automatic Emergency Braking
U01 - Roof Marker Lamps
VK3 - Front License Plate Mounting Provisions
VYU - Snow Plow Prep / Camper Package
V76 - Recovery Hooks
Z85 - Suspension Package
4AA - Interior Trim, Jet Black
5N5 - Rear Camera Kit for ZW9 Box Delete or Chassis Cab (SEO)

9L7 - Upfitter / Accessory Electrical Switches
AKO - Glass, Deep Tinted
AXG - WINDOW REG DRVR DR POWER OPERATED,
BG9 - Floor Covering: Rubberized Vinyl, Black
DD8 - ISRV Mirror, Electro-chromatic
DZW - CHASSIS DUAL REAR WHEEL, RIDE & HANDLING
GAZ - Summit White
G80 - Auto Locking Differential, Rear
H2G - 1WT-Vinyl, Jet Black, Interior Trim
JL1 - Integrated Trailer Brake Controller
KC4 - Cooler, Engine Oil
KI4 - 120 Volt Electrical Receptacle, In Cab
KW5 - Alternator, 220 AMP
K34 - Cruise Control
L8T - Engine: 6.6L, V-8, SIDI
MKM - 10-Speed Automatic
NQF - Transfer Case: w/ Rotary Dial Control, Electronic Shift
N2N - Fuel Tank, Dual Front and Rear, 63.5 Gallon Total
PYW - Wheels: 17" Steel, Painted--Dual Rear Wheels
QZT - Tires: LT235/80 R17 All Terrain, Blackwall
UBI - 2-USBs, Second Row Charge/Data Ports
UEU - Sensor, Forward Collision Alert
UE4 - Following Distance Indicator
UKJ - Sensor, Front Pedestrian Braking
U12 - Task Lighting on Exterior Mirror
VV4 - 4G LTE Wi-Fi Hotspot capable
V46 - Bumper, Front, Chrome
SALES QUOTE FOR CURRENT STOCK #N251423
$64799 VEHICLE AND UPFIT ONLY
$500 SC IMF FEE
$41 SC DMV TEMP TAG AND TITLE
$65340 TOTAL

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

FROM: Mr. John T. Riggs, Director of Utilities
Mr. Clint Shealy, Assistant City Manager, Columbia Water
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
Ms. Missy Caughman, Assistant City Manager, Strategic Initiatives & Innovation

DATE: COUNCIL DATE {TO BE PROVIDED BY PROCUREMENT}

SUBJECT: Recommendation for Approval
Purchase of Three (3) 2027 Ford F-250 XL SuperCab SRW 4x4 Trucks (R241943)

The Department of Procurement and Contracts, in coordination with Columbia Water, respectfully requests review and approval for the purchase of three (3) 2027 Ford F-250 XL SuperCab SRW 4x4 trucks from Dick Smith Ford, Inc., in the total amount of $158,820.00. This purchase will be made through the South Carolina State Contract, satisfying competitive procurement requirements, and will replace surplus assets numbered 23589, 24578, and 24694.

The replacement of these surplus vehicles assigned to the Water Distribution and Maintenance Division is necessary due to their age, declining reliability, and increasing repair and maintenance costs. These trucks are essential for transporting personnel, materials, and equipment used in water main repairs, service line maintenance, hydrant and valve repairs, and emergency response activities.

Replacing these vehicles will reduce downtime and maintenance costs, improve operational reliability and emergency response, and ensure the division has dependable equipment to maintain safe and reliable water service to the community.

Please contact our office if additional information or supporting documentation is required.

Recommendation for Approval: _____
John T. Riggs, P.E., Director of Utilities

Recommendation for Approval: _____

Clint E. Shealy, P.E., Asst. City Manager

DICK SMITH FORD, INC.

Date: August 6, 2026
Customer: City Of Columbia
Contact:

Contact Info: Quote#: 214

State Contract #: 4400035139

Standard Equipment Included:	F350XL Reg. Cab 4x4 SRW	2027 Model Year 142"WB
7.3L V-8 Engine	Power Windows and Door Locks	3.73 Electronic Locking Axle
Automatic Transmission	Driver and Passenger Air Bags	18" Steel Road Wheels
Air Conditioning	Cruise Control	AM/FM Stereo MP3/Clock
Skid Plates	Platform Running Boards	11400# GVWR Pkg.
Trailer Brake Controller	Roof Clearance Lights	

Base Price	45,803.00
Exterior Color: Oxford White	
Interior Color: Med. Dark Slate	
FX-4 Off Road Pkg.	
Temp Tag	27.00
Lee Transport UpFit	7,995.00
PRICES GOOD FOR 30 DAYS	
PRICES SUBJECT TO CHANGE ACCORDING TO MANUFACTURER AND UPFITTER'S COST	
Tax:	500.00
Total:	54,325.00

7201 GARNERS FERRY ROAD • COLUMBIA, SC 29209
(803) 254-4000 • 1-800-922-6218

DICK SMITH FORD, INC.

Date: August 6, 2026	
Customer: City Of Columbia	
Contact:	
Contact Info:	Quote# 217

State Contract #: 4400035139

Standard Equipment Included: F250XL SuperCab SRW 4x4 2027 Model Year

164"WB

7.3L V-8 Engine	Cruise Control	Power Steering
Automatic Transmission	3.73 Electronic Locking Axle	Power Brakes
A/C	RearView Camera & Prep Kit	Power Windows and Door Locks
AM/FM Stereo MP3/Clock	Pickup Box Delete	Platform Running Boards
9900# GVWR Pkg.	Security Pkg.: 1 Yr. Included	

Base Price	42,573.00
Exterior Color: Oxford White	
Interior Color: Med. Dark Slate	
Temp Tag	27.00
Lee Transport Upfit	9,840.00
PRICES GOOD FOR 30 DAYS	
Tax:	500.00
Total:	52,940.00

7201 GARNERS FERRY ROAD • COLUMBIA, SC 29209
(803) 254-4000 • 1-800-922-6218

Sourcewell

National Auto Fleet Group

Class 4-8 chassis with related equipment

#032824-NAF

Maturity Date: 7/9/2028

Website: nationalautofleetgroup.com

Products & Services

Products & Services

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

- Class 4-8 chassis models/all electric
- Upfitting available
- All electric chassis cab
- Freightliner/Western Star
- Peterbilt
- Kenworth
- Mack
- Isuzu
- Volvo
- Chevrolet/Ford/Dodge Ram
- Bollinger Motors
- Autocar

Need help getting a quote?

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Call 877-585-9706

Register for an account

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

Search Suppliers & Contracts

General Contracts

IDIQ Contracts

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Sourcewell

About

Careers

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

FROM: Mr. John T. Riggs, Director of Utilities
Mr. Clint Shealy, Assistant City Manager, Columbia Water
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
Ms. Missy Caughman, Assistant City Manager, Strategic Initiatives & Innovation

DATE: COUNCIL DATE {TO BE PROVIDED BY PROCUREMENT}

SUBJECT: Recommendation for Approval
Western Star 47X Dump Truck (R241905)

The Department of Procurement and Contracts, in coordination with Columbia Water, respectfully requests review and approval for the purchase of one (1) 2027 Western Star 47X, Detroit DD13 Gen 5 Dump Truck from National Fleet Auto Group, in the total amount of $260,581.00. The purchase will utilize the Sourcewell Cooperative Contract purchasing process to satisfy competitive bidding requirements and will replace surplus asset #20084.

The replacement of the surplus dump truck assigned to the Water Distribution and Maintenance Division is necessary due to the vehicle's age, declining reliability, and increasing repair and maintenance costs. The truck is a critical piece of equipment used for transporting materials, equipment, and debris required for water main repairs, service line maintenance, hydrant work, valve repairs, and emergency response activities. Continued operation of the current vehicle creates increased downtime, delays in completing essential repairs, and potential safety concerns associated with aging equipment. Replacing the truck will provide a more dependable and efficient resource for daily operations, reduce long-term maintenance expenses, improve response capabilities during water system emergencies, and ensure the division has the necessary equipment to maintain safe and reliable water service to the community.

Please contact our office if additional information or supporting documentation is required.

Recommendation for Approval: _____
John T. Riggs, P.E., Director of Utilities

Recommendation for Approval: _____
Clint E. Shealy, P.E., Asst. City Manager

National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

8/06/2026

Government Quote ID#3536HD

Mr. Bill Bowers

City of Columbia
2910 Colonial Drive
Columbia, SC 29203

Dear Bill Bowers,

National Auto Fleet Group is pleased to quote the following sourced item(s) for your consideration. One (1) New/Unused (**2027 Western Star 47X, Detroit DD13 Gen 5 12.8L 470HP Engine, Allison 4500 RDS Transmission with 16' Dump Body via Lee Transport**) and provided by Mr. Dan Walters with Velocity Truck Center, each for:

	List Price	Contract Price	Adj. Discount	Savings
Chassis and Option	$ 268,273.00	$ 214,821.00	19.92%	$ 53,452.00
Lee Transport Quote		$ 45,760.00		
Tax (0.00%)		$ 0.00		
Total		$ 260,581.00		

Payment in full before title is released.
PRICES SUBJECT TO CHANGE FOR WESTERN STAR SURCHARGES in 2026cy.
ORDER IS NON-CANCELLBLE.
2027 emissions will start with any chassis built on 1/1/2026 or after. Besides technology changes to achieve more stringent emissions levels via new federal law. “Estimated” price increase per chassis due to 2027 emissions will be $15,000.00 to $20,000.00

This sourced item(s) is available under the Sourcewell (Formerly Known as NJPA) Contract 032824-NAF. Please reference this Contract Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Ben Rodriguez
HD Contract Manager
HD@NationalAutoFleetGroup.com
Office (855) 289-6572
Fax (831) 480-8497

Sourcewell Awarded Contract

Contract 032824-NAF

R A.

LEE TRANSPORT EQUIPMENT INC.

Custom Quotation For:

P.O. BOX 26, 1300 BLUFF R.D.
COLUMBIA, SOUTH CAROLINA 29202
PHONE# 803-799-7860 FAX 803-765-0535
TRUCK BODIES AND TRUCK EQUIPMENT

City of Columbia		**Quote #**	**JG-07102026-A**
		Date:	8/06/2026
		Phone #	
		Fax#	
	Personal Contact:		***PRICING:***

(South Carolina State Contract for Dump Bodies Number #4400035733)	
Furnish and install R&S Godwin 16' Dump Body to City of Columbia Specifications to Include:	
1/4" AR-500 Hardox floor, 3/16" AR-500 sides and tailgate with 3/16" AR-500.	
(R&S Godwin Dump model CS16048,16' long X 48" high sides)	
24" Cab shield with wind deflector	
2"X 8" Steel side boards installed and painted blue.	
3-Panel standard air tailgate.	
Asphalt apron bolt on style with 30 degree angle.	
Mountain Tarp, electric tarp system with bent arms and asphalt tarp installed with tensioner.	
4- Corner LED strobe light system installed in rear corner post of body and in truck grill.	
EZ Step access installed on curb side with 3-inside steps inside of the body.	
Anti spray mud flaps installed on rear of body and in front of drop axle.	
Hyva Hoist system installed with hoist stabilizer to City of Columbia specifications.	
PH-90 Pintle Hitch set at 26" height, electric brake controller, 7-way plug and back up alarm.	
Custom console installed to City of Columbia specifications.	
Central grease line system installed (street side rear of body).	
FMVSS Safety kit shipped loose.	
Painted customer specified color (City of Columbia Blue).	$ 45,760.00
Note: There is no air lift axle priced on this quote (lift axle must be ordered form factory).	
Note: Dump body and equipment completely installed to City of Columbia specifications.	
Price good for 30 days. Tax not included.	

Insurance: **Customers chassis covered with primary coverage insurance while in the care and the custody of L.T.E. Product Liability insurance carried.**

Chassis:	Tandem Chassis/Tri Axle	C/T	136"	**Paint:**	
Other Data:					

Price:	$ 45,760.00
Special Discount:	$ -
Net Price:	$ 45,760.00
Local Option Tax:	$ -
State Sales Tax:	
Total Price:	$ 45,760.00

Tax Exempt No		**Terms:**		**Delivery Date:**	
Accepted By				**Date:**	

Lee Transport Equipment, Inc.

By: **JILL GLOVER**

Prepared For :
COLUMBIA CITY OF
2910 COLONIAL DRIVE
COLUMBIA, SC 29203
UNITED STATES
Phone :803-603-4544

Prepared by:
Dan Walters
VELOCITY TRUCK CENTERS
6006 MIRAMAR RD.
SAN DIEGO, CA 92121
Phone :619-564-3710

A proposal for
COLUMBIA CITY OF

Prepared by
VELOCITY TRUCK CENTERS

Dan Walters

July 11, 2026

Western Star 47X

Components shown may not reflect all spec'd options and are not to scale

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SPECIFICATION PROPOSAL

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-30X	47X/49X PRL-30X (EFF:MY27 ORDERS)		
Data Version			
DRL-043	SPECPRO21 DATA RELEASE VER 043		
Vehicle Configuration			
001-470	WESTERN STAR 47X	9,050	6,525
004-227	2027 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-006	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560	10	10
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
99D-027	EPA CLEAN IDLE LABEL - (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)		
A85-011	CONSTRUCTION SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-010	DIRT/SAND/ROCK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1A5	WESTERN STAR VOCATIONAL WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD 20000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD 46000.0 lbs		

Data Code	Description	Weight Front	Weight Rear
A67-99D	EXPECTED PUSHER AXLE(S) LOAD 13000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY 79000.0 lbs		
A70-99D	EXPECTED GROSS COMBINATION WEIGHT 90000.0 lbs		
Truck Service			
AA3-004	END DUMP BODY		
AF3-1P1	CRANEWORKS		
Tractor Service			
AA2-005	FLATBED TRAILER		
AH6-001	SINGLE (1) TRAILER		
Engine			
101-3C0	DETROIT DD13 GEN 5 12.8L 470 HP @ 1625 RPM, 1900 GOV RPM, 1650 LB-FT @ 975 RPM		
Electronic Parameters			
79A-065	65 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79F-013	FLEET MANAGEMENT - DAILY ENGINE USAGE ENABLED		
79G-007	10 MINUTES IDLE SHUTDOWN WITHOUT CLUTCH AND SERVICE BRAKE OVERRIDE		
79K-010	PTO MODE ENGINE RPM LIMIT - 1300 RPM		
79P-032	PTO RPM CONTROL WITH STEERING WHEEL SWITCHES		
79T-001	PTO MODE RPM INCREMENT - 25 RPM		
79U-004	PTO GOVERNOR RAMP RATE - 100 RPM PER SECOND		
79W-008	ONE PTO SPEED VIA DASH SWITCH		
79X-009	PTO SPEED 1 SETTING - 1200 RPM		
80P-998	NO FLEET SPEC FOR PARAMETERIZATION		
80G-003	PTO MINIMUM RPM - 750		

Data Code	Description	Weight Front	Weight Rear
80L-001	ENABLE AUTO ENGINE RPM ELEVATE FOR EXTENDED IDLE		
80W-001	MAINTENANCE SYSTEM WITH NO POP-UPS AND NO MENU IN CLUSTER		
80S-003	PTO 1, DASH SWITCH, ENGAGE BEFORE DRIVING		

Engine Equipment

99C-024	EPA 2010/GHG 2024 CONFIGURATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-115	SIDE OF HOOD AIR INTAKE WITH ENGINE MOUNTED HIGH CAPACITY AIR CLEANER AND PASSIVE PRECLEANER	10	
124-105	LN 12V 170 AMP AVI 160 PAD MOUNT ALTERNATOR		
292-236	(3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES	-10	
290-1CD	BATTERY BOX WITH ALUMINUM COVER MOUNTED SHORT SIDE TO RAIL	-50	10
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-020	UNPOLISHED ALUMINUM WST BATTERY BOX COVER		
293-058	NON-ESSENTIAL POSITIVE LOAD DISCONNECT, IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT	2	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
107-046	BW MODEL FE-921 19.0 CFM SINGLE CYLINDER AIR COMPRESSOR WITH SAFETY VALVE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-1AV	JACOBS COMPRESSION BRAKE, STOP LAMPS ACTIVATE AT 70% RETARDATION		
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE		
28F-015	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER AND DASH MOUNTED INHIBIT SWITCH		

Data Code	Description	Weight Front	Weight Rear
239-032	11 FOOT 00 INCH (132 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK	9	3
23Z-005	UNPOLISHED ALUMINUM WST DIESEL EXHAUST FLUID TANK COVER		
43X-001	LH HEAVY DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD		
273-059	ELECTRONICALLY CONTROLLED VARIABLE SPEED VISCOUS FAN DRIVE		
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
122-1H1	DETROIT FUEL/WATER SEPARATOR WITH BYPASS	10	
110-068	DDC SUPPLIED ENGINE MOUNTED FUEL FILTER/FUEL WATER SEPARATOR WITH WATER-IN-FUEL INDICATOR		
118-001	FULL FLOW OIL FILTER		
266-107	1400 SQUARE INCH VOCATIONAL RADIATOR		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
261-001	STANDARD CHARGE AIR COOLER PLUMBING		
270-023	HDEP FIXED RATIO COOLANT PUMP AND RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
132-998	NO AIR INTAKE WARMER	-10	
155-076	DELCO 12V MOD 3.175-39MT+ STARTER WITH ENGINE ECU SOFTWARE PROTECTION AND INTEGRATED MAGNETIC SWITCH	-45	
Transmission			
342-1M3	ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION		

Data Code	Description	Weight Front	Weight Rear
Transmission Equipment			
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84N-004	FUEL SENSE 2.0 PLUS - DYNACTIVE: PERFORMANCE, NEUTRAL AT STOP: ACTIVE		
84W-001	AUXILIARY FUNCTION RANGE INHIBIT WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
362-2JU	CUSTOMER INSTALLED CHELSEA 871 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON & ZF		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-078	HEAVY DUTY ELECTRONIC TRANSMISSION SHIFT CONTROL, COLUMN MOUNTED		
370-006	WATER TO OIL TRANSMISSION COOLER		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	ATF-SYNTHETIC AUTOMATIC TRANSMISSION FLUID		

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Data Code	Description	Weight Front	Weight Rear
Front Axle and Equipment			
400-1BB	DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190	
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS	20	
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-018	WEBB CAST IRON FRONT BRAKE DRUMS	30	
427-001	FRONT BRAKE DUST SHIELDS	5	
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-104	DUAL POWER STEERING GEARS, BENDIX 16-20K	80	
534-003	4 QUART POWER STEERING RESERVOIR	5	
533-001	OIL/AIR POWER STEERING COOLER	5	
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension			
620-006	20,000# FLAT LEAF FRONT SUSPENSION	250	
619-002	THREADED SPRING PINS AND BUSHINGS - FRONT SUSPENSION		
410-998	NO FRONT SHOCK ABSORBERS	-30	
Rear Axle and Equipment			
420-111	MERITOR RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE WITH PUMP		500
450-058	CONMET PRESET PLUS PREMIUM ALUMINUM REAR HUBS		
421-430	4.30 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-067	RPL25SD MERITOR MAIN DRIVELINE		

Data Code	Description	Weight Front	Weight Rear
388-039	RPL20 MERITOR INTERAXLE DRIVELINE		
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30
878-022	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AXLE VALVE AND (1) REAR-REAR AXLE VALVE		
87A-015	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH ENGAGE <30MPH;DISENGAGE>50MPH		
87B-009	INDICATOR LIGHT AND BUZZER FOR EACH DIFFERENTIAL LOCKOUT SWITCH		
423-019	MERITOR 16.5X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-019	ASPHALT SPREADER CLEARANCE REAR BRAKE GEOMETRY		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
425-002	REAR BRAKE DUST SHIELDS		10
440-006	REAR OIL SEALS		
426-1B3	BENDIX EVERSURE LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS		
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
42T-001	STANDARD REAR AXLE BREATHER(S)		

Rear Suspension

622-298	TUFTRAC GEN2 46,000# REAR SPRING SUSPENSION		560
621-108	9.5 INCH NOMINAL RIDE HEIGHT (460MM GLOBAL REFERENCE HEIGHT)		
431-003	AXLE CLAMPING GROUP		
624-025	55 INCH AXLE SPACING		
623-006	FORE/AFT AND TRANSVERSE CONTROL RODS		
439-001	REAR SHOCK ABSORBERS - ONE AXLE		

Pusher / Tag Equipment

Data Code	Description	Weight Front	Weight Rear
035-128	HENDRICKSON EX13 COMP 13,500# AIR LIFT STEERABLE PUSHER SUSPENSION, FF1 AXLE	660	660
443-126	HENDRICKSON EX13 COMP 13,500# FF1 STEERABLE INTEGRAL PUSHER AXLE		
449-060	CONMET PRESET PLUS PREMIUM IRON PUSHER/TAG HUBS		
874-015	(1) DASH VALVE AND (1) PHYSICAL GAUGE FOR SINGLE LIFT AXLE		
87F-005	LIFT AXLE WIRING, LIFT IN REVERSE, WITH LAST STATE RETENTION WITH IGNITION OFF		
896-014	(1)REGULATOR MOUNTED ON CHASSIS FOR SINGLE LIFT AXLE		
456-1AE	HENDRICKSON 15X4 CAM PUSHER/TAG BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
457-002	NON-ASBESTOS PUSHER/TAG BRAKE LINING		
448-023	CONMET CAST IRON PUSHER/TAG BRAKE DRUMS		
429-001	PUSHER/TAG BRAKE DUST SHIELDS		10
442-016	PUSHER/TAG OIL SEALS		
444-001	VENTED PUSHER/TAG HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
445-075	HALDEX LONGSTROKE PUSHER/TAG AXLE SERVICE CHAMBERS		
458-003	HALDEX AUTOMATIC PUSHER/TAG SLACK ADJUSTERS		
626-131	HENDRICKSON EX13 COMP 13,500# AIR LIFT STEERABLE PUSHER SUSPENSION		
627-021	55 INCH AXLE SPACING PUSHER/TAG		

Brake System

490-1AV	WABCO 6S/6M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
46E-001	STANDARD AIR MANAGEMENT UNIT		
432-014	(2) RELAY VALVES; ONE 5-8 PSI FOR TANDEM AXLE AND ONE 3-4.5 PSI CRACK FOR PUSHER/TAG		
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		

Data Code	Description	Weight Front	Weight Rear
483-004	WABCO OIL COALESCING FILTER FOR AIR DRYER		
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL		
460-001	STEEL AIR BRAKE RESERVOIRS		
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
Trailer Connections			
914-001	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS	5	5
919-063	(1) QUICKFIT PROGRAMMABLE SOLENOID W/STATE RETENTION PLUMBED TO BACK OF CAB		
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION		
303-025	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		
310-998	NO TRAILER ELECTRICAL CABLE	-10	
Wheelbase & Frame			
545-522	5225MM (206 INCH) WHEELBASE		
546-106	13.0MM X 87.0MM X 311.0MM STEEL FRAME (0.51X3.43X12.24 INCH) 120 KSI	280	360
547-037	0.236 INCH (6.00MM) C-CHANNEL INNER FRAME REINFORCEMENT	200	480
552-037	1775MM (70 INCH) REAR FRAME OVERHANG		
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH	-40	130
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) 140.55 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL 321.61 in		
ZF1-99D	FRAME HEIGHT TOP FRONT UNLADEN 43.94 in		
ZF2-99D	FRAME HEIGHT TOP FRONT LADEN 40.7 in		
ZF3-99D	FRAME HEIGHT TOP REAR UNLADEN 43.19 in		
ZF4-99D	FRAME HEIGHT TOP REAR LADEN 40.78 in		
553-001	SQUARE END OF FRAME		

Data Code	Description	Weight Front	Weight Rear
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)	10	10
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		20
568-001	STANDARD WEIGHT REAR SUSPENSION CROSSMEMBER		
Chassis Equipment			
025-001	UNPOLISHED ALUMINUM WST EQUIPMENT COVERS		
556-145	PAINTED STEEL 3/8 INCH SEVERE DUTY BUMPER	115	
586-015	FRONT ANTI-SPRAY CAB MOUNTED MUDFLAPS		
558-066	REMOVABLE PROUD CENTERED FRONT TOW PIN	50	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
551-034	CLASS 10.9 THREADED METRIC FASTENERS		
44Z-002	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE		
924-007	UPFIT ROUTING AND CLIPPING BRACKET, LH, BOC TO SUSPENSION, UPPER & LOWER SUPPORTS		
928-007	UPFIT ROUTING AND CLIPPING BRACKET, RH, BOC TO SUSPENSION, UPPER & LOWER SUPPORTS		
Fuel Tanks			
204-152	70 GALLON/264 LITER ALUMINUM FUEL TANK - LH	-30	-10
218-006	25 INCH DIAMETER FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
216-020	EQUIFLO INBOARD FUEL SYSTEM		

Data Code	Description	Weight Front	Weight Rear
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-2CC	MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
094-0GP	MICHELIN XDN2 11R22.5 16 PLY RADIAL REAR TIRES		160
095-13F	CONTINENTAL HS3+ ECO PLUS 295/75R22.5 16 PLY RADIAL PUSHER/TAG TIRES		8
Wheels			
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		104
509-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC PUSHER/TAG WHEELS		26
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
495-011	PUSHER/TAG WHEEL MTG NUTS		
Cab Exterior			
829-053	111.6 INCH BBC CONVENTIONAL ALUMINUM CAB		
82A-028	STAINLESS STEEL CAB ACCENT MOLDING		
667-001	FRONT FENDERS		
754-017	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10	
678-066	INTERIOR GRAB HANDLES WITH ADDED LOWER LH AND RH A PILLAR GRAB HANDLES AND LH AND RH EXTERIOR NON-SLIP GRAB HANDLES		
65X-010	BRIGHT HOOD MOUNTED AIR INTAKE GRILLE, BLACK SCREEN, WITH LED ACCENT LIGHTS		
640-016	X-SERIES STEEL REINFORCED ALUMINUM CAB		
644-048	X-SERIES VOCATIONAL HOOD		
67U-001	HOOD OPENING ASSIST WITH LOCKING STRUT		
652-016	WESTERN STAR NAMEPLATES		

Data Code	Description	Weight Front	Weight Rear
727-012	DUAL HADLEY SD-978 26 INCH RECTANGULAR AIR HORNS		
726-001	SINGLE ELECTRIC HORN		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
650-008	AIR CAB MOUNTING		
312-095	DUAL STAGE INTELLIGENT LED HEADLIGHTS WITH HEATED LENS SYSTEM		
302-073	VISOR MOUNTED LED MARKER LIGHTS		
315-007	WHITE LED FOG LIGHTS RECESSED IN BUMPER WITH ROCK GUARDS	6	
311-022	HEADLIGHTS OFF WITH IGNITION OFF, WITH DAYTIME RUNNING LIGHTS		
294-1AY	INTEGRAL LED STOP/TAIL/BACKUP LIGHTS		
300-043	LED SIDE TURN SIGNAL		
318-1D7	(2) FLUSH LED UTILITY LIGHTS MOUNTED BACK OF CAB/SLEEPER	6	
744-106	C-BAR MIRROR SYSTEM WITH DUAL HEATED MIRRORS WITH INTEGRAL HEATED CONVEX, DUAL REMOTE, STAINLESS STEEL BACK COVER, AND BLACK C-BAR		
796-001	102 INCH EQUIPMENT WIDTH		
743-209	LH AND RH CONVEX MIRRORS INTEGRAL WITH PRIMARY MIRRORS		
74A-001	RH DOWN VIEW MIRROR		
729-001	STANDARD SIDE/REAR REFLECTORS		
677-098	UNPOLISHED ALUMINUM WST AFTERTREATMENT SYSTEM COVER		
776-998	NO SLEEPER VENT	-10	
764-020	STAINLESS STEEL EXTERIOR SUN VISOR WITH INTEGRAL MARKER LIGHTS	16	
768-064	SINGLE SOLAR TINTED REAR WINDOW, (1) 31 INCH X 20 INCH	-10	
663-019	1-PIECE ROPED-IN SOLAR GREEN GLASS WINDSHIELD		
659-006	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR		

Data Code	Description	Weight Front	Weight Rear
Cab Interior			
055-015	X-SERIES BASE INTERIOR TRIM LEVEL PACKAGE		
707-1C3	CHARCOAL BLACK VINYL BASE LEVEL INTERIOR		
70K-016	CARBON WITH BASE BLACK ACCENT		
772-001	BLACK MATS		
785-032	(1) DASH MOUNTED POWER OUTLET AND (1) DUAL USB-C CHARGING OUTPUT		
691-001	FORWARD ROOF MOUNTED CONSOLE		
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS		
741-015	(2) COAT HOOKS ON BACKWALL OF CAB		
745-998	NO UPPER BUNK	-50	-50
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY		
720-025	5 LB. FIRE EXTINGUISHER MOUNTED INBOARD OF DRIVER SEAT	10	
170-015	STANDARD HEATER PLUMBING		
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER		
739-034	PREMIUM INSULATION		
324-1B2	PREMIUM LED CAB LIGHTING		
787-998	NO SECURITY DEVICE		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-006	KEY QUANTITY OF 6		
655-028	LH AND RH ELECTRIC DOOR LOCKS WITH AUTO UNLOCK FEATURE WHEN DOOR IS SET FROM OPEN TO CLOSED POSITION		
64C-003	BLACK DOOR HANDLES		
740-998	NO MATTRESS	-20	-15
722-001	TRIANGULAR REFLECTORS WITH FLARES	12	

Data Code	Description	Weight Front	Weight Rear
756-1J6	PREMIUM 2.0 HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	20	
760-1J4	BASIC 2.0 HIGH BACK NON SUSPENSION PASSENGER SEAT		
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS		
758-135	BLACK MORDURA CLOTH DRIVER SEAT COVER WITH EMBROIDERED LOGO		
761-135	BLACK MORDURA CLOTH PASSENGER SEAT COVER WITH EMBROIDERED LOGO		
763-1AA	3 POINT ADJUSTABLE D-RING RETRACTOR DRIVER AND FIXED D-RING RETRACTOR PASSENGER SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

185-004	STANDARD FOOT PEDAL SYSTEM		
106-002	ELECTRONIC ACCELERATOR CONTROL		
870-001	BLACK GAUGE BEZELS		
734-018	STANDARD CENTER INSTRUMENT PANEL		
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
198-035	ELECTRONIC AIR RESTRICTION INDICATOR DISPLAYED IN DRIVER DISPLAY		
721-001	97 DB BACKUP ALARM		3
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
160-045	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR WITH DUST CAP LOCATED BELOW LH		

Data Code	Description	Weight Front	Weight Rear
	DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
845-011	FUEL FILTER RESTRICTION INDICATOR		
148-072	ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
854-008	DIGITAL ENGINE OIL TEMPERATURE IN DRIVER DISPLAY		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
864-022	DIGITAL TRANSMISSION OIL TEMPERATURE IN DRIVER DISPLAY		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
736-998	NO OBSTACLE DETECTION SYSTEM		
A87-998	NOT APPLICABLE - UNIT NOT SPEC'D WITH DETROIT ASSURANCE		
73K-998	NO SIDE OBJECT DETECTION SYSTEM		
72J-998	NO DR ASSIST SYSTEM		
7A1-998	NO MIRROR CAMERA SYSTEM		
49B-004	ELECTRONIC STABILITY CONTROL		
73B-998	NO LANE DEPARTURE WARNING SYSTEM		
73H-017	(3) CAMERAS: LH/RH MOUNTED & BACKUP-END OF FRAME MOUNTED W/15 FOOT EXTRA LONG CABLE COILED AT END OF FRAME		
35M-010	1 QUICKFIT PROGRAMABLE MODULE (QPM/XMC)	10	
6TS-008	(2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE		
1U1-002	TOP OF DASH RAM MOUNT WITHOUT POWER OR GROUND, FOR CUSTOMER FURNISHED DEVICE		

Data Code	Description	Weight Front	Weight Rear
746-143	7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY RADIO W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, WITH MICROPHONE		
747-001	DASH MOUNTED RADIO		
750-041	STANDARD SPEAKER SYSTEM		
753-007	AM/FM ANTENNA MOUNTED ON RH SIDE MIRROR		
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD		
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
751-001	SINGLE REMOTE SPEAKER WITH LEAD FOR 2-WAY RADIO		
752-004	SINGLE FIBERGLASS LH MIRROR MOUNTED CB ANTENNA WITH BRACKET AND LEAD		
78C-003	INTEROPERABLE SDAR ANTENNA		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
812-032	ELECTRONIC 2500 RPM TACHOMETER		
813-1C8	DETROIT CONNECT PLATFORM HARDWARE		
8D1-215	5 YEARS DETROIT CONNECT BASE PACKAGE(FEATURES VARY BY MODEL) DETROIT CONNECT PLATFORM		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
329-113	FOUR EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO UNDER CAB, CAPPED		
4C1-027	HARDWIRE SWITCH #1, ON/OFF LATCHING, 20 AMPS BATTERY POWER		
4C2-027	HARDWIRE SWITCH #2, ON/OFF LATCHING, 20 AMPS BATTERY POWER		
4C3-018	HARDWIRE SWITCH #3, ON/OFF LATCHING, 20 AMPS BATTERY POWER		
4C4-018	HARDWIRE SWITCH #4,ON/OFF LATCHING, 20 AMPS BATTERY POWER		
81Y-005	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY		
482-001	STANDARD TRACTOR PROTECTION VALVE		
883-001	TRAILER HAND CONTROL BRAKE VALVE	2	

Data Code	Description	Weight Front	Weight Rear
842-006	DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
882-021	TWO VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		
299-028	MANUAL TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
48H-003	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH CAPS		
4CH-004	4 EXTRA PROGRAMMABLE SWITCHES/INDICATORS		
48C-003	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH CAP		
Design			
065-000	PAINT: ONE SOLID COLOR		
Color			
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
96E-972	POWDER WHITE (N0006EA) PUSHER/TAG WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
964-993	BUMPER PAINTED SAME AS CHASSIS		
Certification / Compliance			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Secondary Factory Options			
998-001	CORPORATE PDI CENTER IN-SERVICE ONLY		
999-034	DEALER ADVISED AND ACCEPTS TERMS OF PIL#395; SPEED OF LOADED VEHICLE MUST BE LIMITED TO 5 MPH MAXIMUM WHEN LIFTABLE AXLE IS RAISED		

TOTAL VEHICLE SUMMARY

Prepared For :
COLUMBIA CITY OF
2910 COLONIAL DRIVE
COLUMBIA, SC 29203
UNITED STATES
Phone :803-603-4544

Prepared by:
Dan Walters
VELOCITY TRUCK CENTERS
6006 MIRAMAR RD.
SAN DIEGO, CA 92121
Phone :619-564-3710

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight+	10951 lbs	9549 lbs	20500 lbs
Total Weight+	10951 lbs	9549 lbs	20500 lbs

Other Factory Charges

R27-001	MY27 ESCALATOR
PAT-023	STEEL, ALUMINUM, AND CHINA TARIFF IMPACT FEE 47X/49X
RD1-215	5 YR DETROIT CONNECT CORE PACKAGE -DETROIT CONNECT PLATFORM
RD3-998	NO SAFETY EVENT VIEWER
P73-2WS	STANDARD DESTINATION CHARGE

(+) Weights Shown are estimates only.
If weight is critical, contact Customer Application Engineering.

(**) Prices shown do not include taxes, fees, etc… "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

Meeting Date:	**September 1, 2026**
Department:	**Office of Business Opportunities**
From:	**Ayesha Driggers, Director**

Council is asked to authorize the City Manager to approve a Grant Agreement to provide business development services, as requested by the Office of Business Opportunities on August 6, 2026. Award to DESA, Inc., in an amount not to exceed $300,000.00. The initial term of the agreement will take effect upon execution of agreement with an end date twelve (12) months from commencement. This firm is located in Columbia, SC.

Funding Source: Public Services Administration - Professional Services (5511109-636600). The original budget amount is $300,000.00.

Endorsed by the Economic Development and Infrastructure Committee on August 25, 2026.

Background Summary:

Attachments:
1. CM Memo
2. APPROVED - 26030340 - Revised DESA grant agreement 2026

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
Mr. Clint Shealy, Assistant City Manager

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

DATE: August 25, 2026

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 $300,000 to support business development services.

Background:
In 2025, the City approved a grant award to DESA, Inc. to support initiatives including strategic planning, capacity building, market expansion, and workforce development. This agreement will continue those efforts to build capacity, expand opportunity, and drive measurable economic impact for the small business community.

Key Terms of the Agreement:

- **Grant Amount:** $300,000 to be disbursed throughout the contract period.
- **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 provide increased collaboration and engagement with all City of Columbia Departments to track and identify procurement, contracting and teaming opportunities throughout the City, deliver industry-specific training, identify and recruit emerging businesses, and provide comprehensive business development services.
- **Performance Metrics:** The Grantee will report data including number of organizations/businesses served, number of training sessions held, contract/capital dollars $$ awarded, number of jobs created or retained, and summary of outreach activities.
- **Reporting Requirements:** A bi-annual report is due February 15, 2027, and a final report is due by September 1, 2027.

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 and small business capacity-building initiatives; and

WHEREAS, the Grantor has authorized a grant in the amount of $_300,000_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 a term of one (1) year.

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 periodic payments totaling $_300,000_. 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
- Small Business training workshops and seminars
- Outreach to underserved business communities
- Development of business development resource materials

- 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:

- Increased collaboration and engagement with all City of Columbia Departments to track and identify procurement, contracting and teaming opportunities throughout the City
- Deliver industry-specific training
- Identify and recruit emerging businesses
- Provide comprehensive business development services

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

- Number of businesses served
- Number of training sessions held
- Contract/Capital dollars $$ awarded
- 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 February 15, 2027)
- Final Report – comprehensive summary of activities, impact, and program highlights (due by September 1, 2027)

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: _____

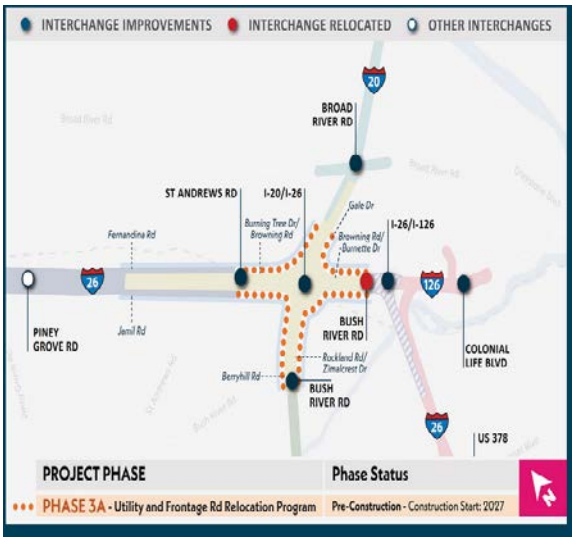
Business Name: _____

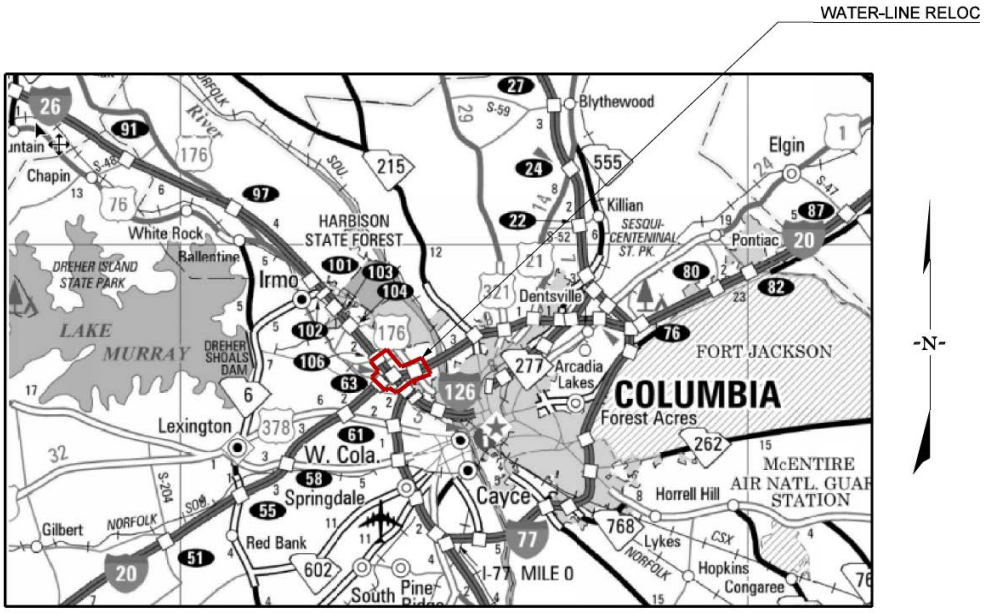
APPROVED AS TO FORM
Legal Department City of Columbia, SC
8/25/2026

Water Project

WM4453/SS7460 – CCR Phase 3A– 6” through 24” Water Main Relocations along I-26.

Project Description:	This project includes the relocation of approximately 6,100 LF of Water Mains in support of Carolina Crossroads Phase 3A along I-26 from Bush River Road to St. Andrews Road.
Objectives:	This project aims to relocate Water Mains paralleling I-26 from Bush Road to St. Andrews Road in support of Carolina Crossroads Widening Project along I-26. Carolina Crossroads Phase 3A is a Design/Bid/Build project.
Project Type:	Utility Relocation
Council District:	Council District 2 (Burnette/Browning area), Lexington & Richland Co.
Project Funding:	There is no cost to the City. SCDOT will bear the costs related to relocating of the water main lines impacted by this phase of the project, including, but not limited to, design, engineering, permitting, removal, installation, inspection, materials, and labor costs, up to four and one half percent (4 1/2%) of the original construction bid amount of the project, in accordance with SC Code Section 57-5-880. The City has Prior Rights. The total project construction cost is $9,781,245.00.
Current Project Status:	This project is currently entering Bid phase. Construction is expected to begin in 2nd Quarter 2027 and to continue through 1st Quarter 2028.
Project Contact:	John Hilbert, City of Columbia Utility Relocation Project Manager 803.545.3283 |john.hilbert@columbissc.gov





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

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

DATE: August 6, 2026

Subject: Recommendation for Approval: Supplemental Agreement No.4 to MOA 43-20, CIP WM4422/SS7460 Carolina Crossroads Water & Sewer Relocations Project, Phase 3A; SCDOT (Water/Sewer Utility Conflicts).

South Carolina Department of Transportation (SCDOT) has determined there are conflicts between the City of Columbia's water infrastructure and their roadway improvement project, Carolina Crossroads. This project is a Design/Bid/Build project to be constructed in five phases. Council approved the main Memorandum of Agreement with Attachment A and Supplement Agreement No. 1 July 21, 2020 for Phase 1 of the project. In Phase 3A, it has been determined there are conflicts with the City's water main lines within the limits of Phase 3A along Browning Road (12" water line), Burnette Drive (6"-12" water line), Berryhill Road (12" water line), Burning Tree Drive (24" water line), Gale Drive (6" water line) and Zimalcrest Drive (6" water line).

SCDOT is proposing to enter into a utility agreement for Phase 3A with the City of Columbia to relocate a segments of its water main lines due to its construction and improvements along a segments of I-26 between the Bush River Road and St. Andrews Road located within Richland County. The proposed improvements include roadway widening, interchange improvements, storm drainage and bridge installations.

Due to these proposed improvements, it is necessary for the City of Columbia to relocate an estimated 6,100 linear feet of water mains. The City has Prior Rights. There is no cost to the City. SCDOT will bear the costs related to relocating water main lines impacted by this phase of the project, including, but not limited to, design, engineering, permitting, removal, installation, inspection, materials, and labor costs, up to four and one half percent (4 1/2%) of the original construction bid amount of the project, in accordance with SC Code Section 57-5-880.

Based on the scope of work involved, it is recommended this Agreement be considered for approval. Enclosed you will find SCDOT's Supplemental Agreement No. 4, Phase 3A for Memorandum of Agreement 43-20 (COC Legal Department Approved), and Tear Sheet for your review. If approved, the City Managers signature is requested.

The Director of Engineering recommends approval of this Agreement.

ATTACHEMENTS:

See PDF’s

SUPPLEMENTAL AGREEMENT NO. 4
TO THE
MEMORANDUM OF AGREEMENT
For In-Contract Utility Relocation
City of Columbia Relocation
Carolina Crossroads I-20/I-26/I-126 in Lexington and Richland Counties
SCDOT Project ID P043328

This Supplemental Agreement is made this _____ day of _____, 20____ by and between the South Carolina Department of Transportation (hereinafter referred to as "**SCDOT**") and the City of Columbia (hereinafter referred to as "**UTILITY**") (collectively "the **Parties**") to outline the scope of Utility Work and associated financials for Phase 3A of **SCDOT**'s Carolina Crossroads I-20/I-26/I-126 Project.

All terms in this Supplemental Agreement shall have the same meaning and definitions as presented in the Master Agreement (MOA-43-20) between the Parties.

Section I – Definitions

1. The term "**SCDOT**'s Contractor" shall refer to the contractor that enters into a contract with SCDOT for construction of the Project.
2. The term "**SCDOT**'s Designer" shall refer to the consultant, approved by **UTILITY**, that enters into a contract with **SCDOT** to design the **UTILITY**'s facilities for this Phase of the Project.

Section II – Terms of Supplemental Agreement

1. Utility Work design plans will be submitted by **SCDOT** to the **UTILITY**, and the **UTILITY** will review the plans in accordance with this section. **SCDOT's** Designer shall resolve **UTILITY'S** comments and obtain **UTILITY** approval prior to submittal of Released for Construction (RFC) plans. Plans will be based on specifications and criteria provided by **UTILITY**.
2. **SCDOT** agrees that it will submit to **UTILITY** for review the 30-percent, 60-percent, and 100-percent Utility Work design plans prepared by **SCDOT's** Designer. **UTILITY** agrees that it will have the responsibility to review the 30-percent, 60-percent, 100-percent Utility Work design plans prepared by **SCDOT**'s Designer. Upon submittal of each milestone package, **UTILITY** shall have an initial review period of 13 business days for each submittal (30, 60, and 100-percent), unless otherwise agreed to by **SCDOT** and the **UTILITY**. **UTILITY**'s review comments will be sent to **SCDOT** to review and forward to **SCDOT**'s Designer. **UTILITY** shall provide review comments to **SCDOT** by either utilizing a **SCDOT** created Bluebeam review session or **SCDOT**'s Comment Matrix. **SCDOT**'s Designer shall respond to **SCDOT** within five business days. **SCDOT** will forward **SCDOT**'s Designer comment responses to the **UTILITY.**

The **UTILITY** shall provide additional comments, if warranted, or issue written approval of plans for construction within four business days to **SCDOT.** If any open comments remain after the initial 13-business day review and subsequent five-day review and comment period, there will be no time constraint for **SCDOT**'s Designer to respond. If verification plans are required for any package (30-percent, 60-percent, and 100-percent), **UTILITY** shall have a review period of 9 business days to provide new or still unresolved comments back to **SCDOT**. Failure of **UTILITY** to meet these deadlines shall be deemed acceptance of **SCDOT's** Designer's design. Time is of the essence.

3. **SCDOT** shall be responsible for the cost of utility relocations where prior rights exist in accordance with SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way" and 23 CFR 645A. Additionally, pursuant to Act 36 of 2019, **SCDOT** shall bear all of the relocation costs, including design costs, up to four and one-half percent of the Original Construction Bid Amount of the Project minus the costs of the small public water and sewer utilities' relocation costs. Since more than one large public water utility or large public sewer utility will be required to relocate due to the Project, the total cost share of up to four and one-half percent will be divided pro rata among the large public water or large public sewer utilities required to relocate.
4. **UTILITY** is responsible for the cost of any betterments.
5. The Original Construction Bid Amount of all phases of the Carolina Crossroads Project is estimated to be $1,309,113,082. Four and one-half percent of this amount is $58,910,089. This amount will be revised to reflect the actual construction bid amounts once they have been awarded. **SCDOT** must pay all small public water and sewer relocation costs, without limitation, associated with the Project. There is 1 small Utility with a total estimated relocation cost of $3,250,000. This cost will be subtracted from the four and one-half percent of the Original Construction Bid Amount to calculate the maximum amount **SCDOT** will contribute to non-prior rights Utility Work for large public water and sewer utilities. This amount shall be divided pro rata among 2 large public water or sewer utilities. The pro ration shall be based on the estimates provided by all eligible large public water or sewer utilities with Utility Work associated with the Project.
6. The **Parties** acknowledge that due to the nature of the Project, with varied Project delivery methods and an extended timeline, the Original Construction Bid Amount for the Project is an estimate, and may require adjustment up or down as the Project progresses. **SCDOT** will endeavor to keep **UTILITY** informed as to the Project status, to include updated estimates for **SCDOT**'s maximum contribution amount.
7. **UTILITY** acknowledges that **SCDOT**'s maximum contribution amount for the Project may not be sufficient to cover the cost of all necessary Utility Work, and that adjustments may be necessary in later Project phases.
8. Refer to Table 1, attached hereto and incorporated herein, for scope of Utility Work. **UTILITY** estimates the total cost of their Utility Work for Phase 3A to be $9,781,245.00, with such costs to be allocated as follows:
    a. **SCDOT**'s share is estimated at $9,781,245.00. This consists of:
        i. **Prior Rights** estimated at $3,901,483.20
        ii. Pro-rated share (100%) of total **Non-Prior Rights** estimated at $5,879,761.80

b. **UTILITY**'s share is estimated at $0.00
c. Should additional utility impacts not outlined in Table 1 and not reasonably determined in the final design be encountered, this table will be revised to include the necessary scope of work to address the conflict.

9. The **Parties** shall meet and amend this Supplemental Agreement as needed to incorporate any scope changes that result from the actual plans.
10. Failure by **UTILITY** to meet the contract requirements and construction schedule shall result in **UTILITY** having to bear all relocation costs.
11. **SCDOT**'s share identified in 8.a. above shall be the maximum amount payable by **SCDOT** for the Utility Work. Any amount over this shall be the responsibility of **UTILITY**.
12. If the Utility Work contains any betterments, work that is not an eligible cost under Act 36, or if the cost exceeds **SCDOT**'s maximum contribution, **SCDOT** will invoice **UTILITY** for that amount in two equal installments. The first installment will be invoiced upon contract award and the second will be six months thereafter. **UTILITY** shall remit the invoiced amount to **SCDOT** within 90 days of receipt of the invoice.
13. **SCDOT** shall provide **UTILITY** the contractor's pay requests relating to the Utility Work prior to payment and any change orders which affect the cost of the Utility Work.

Section III – UTILITY's Responsibilities

1. **UTILITY** may provide **SCDOT** a conceptual layout of the Utility Work. In such event, **UTILITY** agrees to make available to **SCDOT**'s Designer any CAD (Microstation v8 or latest AutoCAD) files used to prepare the preliminary plans within 60 days of this Agreement. These plans are not final construction plans or sealed engineering plans and will be provided to **SCDOT**'s Designer for information only. The plans will not become part of **SCDOT**'s contract for construction.
2. **UTILITY** shall provide all required documents (ex. construction plans and specifications, bid tab sheet, itemized estimated cost) to meet **SCDOT's** letting schedule for the Project.
3. Within 90 days of execution of this Agreement, but no later than June 1, 2026, **UTILITY** shall provide all state, local and federal codes and standards and any other criteria, including any known betterments, for the design and construction of the Utility Work which will be incorporated into the **SCDOT** Contract.
4. Any changes requested by **UTILITY** to the plans previously approved by **UTILITY** that are Released for Construction (RFC Plans), which differ from the Scope of Utility Work or criteria provided, shall be mutually agreed to by all Parties including **SCDOT**'s Designer and **SCDOT**'s Contractor. The **UTILITY** will be responsible for any changes in cost due to **UTILITY**'s request including the cost of time delay to Project.

All other terms and conditions of the Master Agreement not changed, modified, or supplemented by this Supplemental Agreement shall remain in full force and effect as originally written.

[Signature blocks on next page]

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

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

CITY OF COLUMBIA

_____

BY: _____

WITNESS

Title: _____

APPROVED AS TO FORM
Legal Department City of Columbia, SC
8/5/2026

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

_____

BY: _____

WITNESS

Deputy Secretary for Finance and Administration
or Designee

JAL

RECOMMENDED BY:

_____

Deputy Secretary for Engineering or Designee

REVIEWED BY:

_____

Director of Right of Way

Table 1 Scope of Utility Work

Preliminary

			SCDOT SHARE, $		UTILITY SHARE, $	
CONFLICT		***PARTY RESPONSIBLE FOR UTILITY WORK***	***RELOCATION (Prior Rights)***	***RELOCATION (Utility Bill)***	***RELOCATION (Other)***	***BETTERMENTS***
Relocation #1: Browning Road and Burnette Drive 12-in Water Main						
ALONG ROUTES:	Browning Road and Burnette Drive	SCDOT (In-Contract)	$ 1,225,326.96	$ 1,559,507.04	$ -	$ -
SCOPE:	Relocate approximately 1850 LF of the COC 12-in along Browning Road and Burnette Drive, tying into the 24-in water main at the intersection of Burnette Drive and Morninghill Drive. Additionally, the COC's 12-in Water Main crossing from Browning Road to Bush River Rd will be relocated, including a new bore crossing under I-26.	UTILITY (Design Reviews and CEI)	$ 183,799.44	$ 233,926.56	$ -	$ -
		Subtotal	$ 1,409,126.40	$ 1,793,433.60	$ -	$ -
Relocation #2: Berryhill Road 12-inch Water Main						
ALONG ROUTES:	Berryhill Road	SCDOT (In-Contract)	$ -	$ 2,357,126.00	$ -	$ -
SCOPE:	Relocating approximately 1500 LF of the COC's 12-in Water Main along Berryhill Rd, including a new bore crossing under I-26 from Berryhill Rd to Burning Tree Dr.	UTILITY (Design Reviews and CEI)	$ -	$ 353,569.00	$ -	$ -
		Subtotal	$ -	$ 2,710,695.00	$ -	$ -
Relocation #3: Burning Tree Drive and Browning Road 24-inch Water Main						

ALONG ROUTES:	Burning Tree Drive and Browning Road	SCDOT (In-Contract)	$ 2,167,266.40	$ 541,816.60	$ -	$ -
SCOPE:	Relocating approximately 1800 LF of the COC's 24-in Water Main along Burning Tree Drive and Browning Road.	UTILITY (Design Reviews and CEI)	$ 325,090.40	$ 81,272.60	$ -	$ -
		Subtotal	$ 2,492,356.80	$ 623,089.20	$ -	$ -
Relocation #4: Gale Drive 6-inch Water Main						
ALONG ROUTES:	Gale Drive	SCDOT (In-Contract)	$ -	$ 379,620.00	$ -	$ -
SCOPE:	Relocating approximately 530 LF of the COC's 6-in Water Main along Gale Drive.	UTILITY (Design Reviews and CEI)	$ -	$ 56,943.00	$ -	$ -
		Subtotal	$ -	$ 436,563.00	$ -	$ -
Relocation #5: Zimalcrest Drive 6-inch Water Main						
ALONG ROUTES:	Zimalcrest Drive	SCDOT (In-Contract)	$ -	$ 274,766.00	$ -	$ -
SCOPE:	Relocating approximately 420 LF of the COC's 6-in Water Main along Zimalcrest Drive.	UTILITY (Design Reviews and CEI)	$ -	$ 41,215.00	$ -	$ -
		Subtotal	$ -	$ 315,981.00	$ -	$ -
		TOTAL	$ 3,901,483.20	$ 5,879,761.80	$ -	$ -

MEMORANDUM OF AGREEMENT
For In-Contract Utility Relocation
City of Columbia Relocation
Carolina Crossroads I-20/I-26/I-126 in Lexington and Richland Counties
SCDOT Project ID P027662

This Agreement is made this 3rd day of August, 2020 by and between the South Carolina Department of Transportation (hereinafter referred to as "**SCDOT**") and the City of Columbia (hereinafter referred to as "**UTILITY**") (collectively "the **Parties**") to ensure the successful completion of the public water and sewer facilities relocation for the below described Project.

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

Section I – Definitions

1. The term "Project" shall refer to **SCDOT**'s Project along Carolina Crossroads I-20/I-26/I-126 in Lexington and Richland Counties. The Project will be divided into phases, each of which will be addressed individually with Supplements to this Agreement.
2. The term "Utility Work" shall refer to an adjustment necessitated by **SCDOT**'s Project of a public water system or public sewer system facility by removing and reinstalling the facility; a move, rearrangement, or change of the type of existing facilities; necessary safety and protective measures; or the construction of a replacement facility that is both functionally equivalent to, but not including any betterment of, the existing facility that is necessary for the continuous operation of the system's service.

Section II - Agreements by the Parties

1. The Utility Work shall be included in **SCDOT**'s contract(s) for the design and construction of the Project.
2. The Utility Work shall be designed by a designer approved by **UTILITY** and licensed and qualified to perform the Utility Work. **SCDOT**'s contractor will either select the designer to design the Utility Work from **UTILITY**'s list of preferred designers, or will apply to become qualified by **UTILITY** in order to self-perform.
3. The Utility Work shall be constructed by a contractor approved by **UTILITY** and licensed and qualified to perform the Utility Work. **SCDOT**'s contractor will either select the contractor to perform the Utility Work from **UTILITY**'s list of preferred contractors, or will apply to become qualified by **UTILITY** in order to self-perform.

Received for Processing
Engineering Administration by
MB 8/6/2020

4. **UTILITY** agrees to review and consider whether design and/or construction measures proposed by **SCDOT** or **SCDOT**'s contractor are acceptable in consideration of **UTILITY**'s design criteria, standard material and construction specifications, requirements, and system functionality.
5. All Utility Work shall be in compliance with all applicable **SCDOT** policies, including **SCDOT**'s Utilities Accommodations Manual – A Policy for Accommodating Utilities on Highway Rights of Way, incorporated herein by reference.
6. **UTILITY** is responsible for review of utilities or components for their quality or adequacy to provide the intended Utility service.
7. Additional criteria for the Utility Work is included in Attachment A, attached hereto and incorporated herein.

Section III - Funding

1. **SCDOT** shall be responsible for the cost of Utility relocations in locations where **UTILITY** has established prior rights and as specified by Act 36 of 2019 (SC Code § 57-5-880). **UTILITY** is responsible for the cost of any betterments and for amounts that exceed the limits set by Act 36 of 2019.
2. The Original Construction Bid Amount for the Project is the sum of the bid amounts received (cost proposal forms or bid tab) of all phases needed to complete the Project.
3. In accordance with its procurement practices and procedures, **SCDOT** will solicit proposals for the design and construction of the Project, including the Utility Work, and will award the **SCDOT** Contract to the contractor with the best value proposal for the overall work of the design-build phases of the Project, or, in the case of bid-build phases, to the contractor with the lowest qualified bid for the overall work of the Project.
4. The cost of the Utility Work and any invoicing and payment schedules for each phase of the Project will be established in Supplemental Agreements.

Section IV – SCDOT's Responsibilities

1. Include the Utility Work in **SCDOT**'s contract(s) for the design and construction of the Project.
2. **SCDOT** will provide **SCDOT**'s Contractor with all documents provided to **SCDOT** by **UTILITY**.
3. Apply for and receive all necessary permits (including Construction Permit Application Water/Wastewater Facilities through DHEC) for the Utility Work within SCDOT right-of-way.
4. Allow **UTILITY** or **UTILITY**'s Consulting Engineer and/or Inspector access to the site when the Utility Work is underway.
5. **SCDOT** and **SCDOT**'s contractor will allow **UTILITY** unimpeded access to **UTILITY**'s facilities in cases of emergencies and for operational and maintenance issues. **UTILITY** will make a good faith effort to inform **SCDOT** and **SCDOT**'s contractor of each incident.
6. **SCDOT**'s contractor shall be responsible for the Utility Work until it is accepted by **UTILITY**.
7. To the extent permitted by existing South Carolina law and within the public policy limits of the South Carolina Tort Claims Act (SC Code § 15-78-10 *et seq.*), **SCDOT** hereby assumes complete responsibility for any loss resulting from bodily injuries (including death) or damages

to property, arising out of any negligent act or negligent failure to act on **SCDOT**'s part, or the part of any employee of **SCDOT** in the performance of the work undertaken under this Agreement.

8. **SCDOT** will include **UTILITY**'s construction and design criteria in **SCDOT**'s Request(s) for Proposals as requirements for the Utility Work.

Section V – **UTILITY**'s Responsibilities

1. Provide to **SCDOT** a list of preferred designers and preferred contractors (minimum of three each) to meet **SCDOT**'s schedule for the Project. **UTILITY** shall also provide a method for **SCDOT**'s contractors to become certified in order to self-perform the Utility Work.
2. **UTILITY** shall provide construction observation services and design reviews for the Utility Work. These costs shall be reimbursable by **SCDOT**, with **UTILITY** invoicing **SCDOT** not more often than quarterly for these costs. Estimated costs for these services will be included in the phase specific Supplemental Agreements.
3. **UTILITY** must meet the Project schedules established by **SCDOT**. All documents necessary must be provided by **UTILITY** to **SCDOT** as specified in phase specific Supplemental Agreements.
4. Failure to meet the schedule requirements shall result in **UTILITY** having to bear all relocation costs for non-prior rights sections of the Project and will subject **UTILITY** to liability for Project delays as outlined in the Supplemental Agreements.
5. If criteria and specifications provided by **UTILITY** are found to be inaccurate due to errors or omissions, **UTILITY** shall be responsible for any resulting damages, including delay damages or the costs attributable to such delays.
6. **UTILITY** shall not be responsible or liable for schedule or costs if **SCDOT**'s contractor fails to adhere to **UTILITY**'s Design Criteria and Standard Specifications.
7. **UTILITY** shall maintain existing facilities in place at its expense until new facilities that are acceptable to **UTILITY** have been constructed, tie-ins and switch-overs have been completed, and existing facilities are ready to be removed.
8. **UTILITY** retains responsibility for operation of any supporting systems facilities which support the operation of **SCDOT**'s contractor's temporary facilities. **SCDOT**'s contractor is responsible for installation and maintenance of all temporary facilities and maintains ownership of temporary facilities.
9. **UTILITY** is required to attend all utility meetings held by **SCDOT**'s contractor or at the request of **SCDOT**.
10. **SCDOT**'s contractor shall coordinate the construction schedule with **UTILITY** and provide three business days' notice for days in which the contractor plans to perform Utility Work. **UTILITY**'s on-site representative or inspector may perform inspection to verify work for all items related to the Utility Work.
11. Prior to accessing the Project site, **UTILITY** shall coordinate with **SCDOT**'s contractor regarding their safety policies and access requirements.

12. **UTILITY** shall maintain the right to request a stop work order from **SCDOT** in the event the **SCDOT** contractor or utility contractor fail to correctly install any portion of the water or sewer lines as outlined in the **UTILITY's** specifications, standards, and plans.

Section VI – General Conditions

1. **SCDOT** shall have final approval on the location of all **UTILITY's** facilities within **SCDOT** Right-of-Way.
2. All work covered under this agreement and performed by **SCDOT's** contractor shall be performed within **SCDOT** Right-of-Way, or within **UTILITY's** acquired easements, as coordinated with and approved by **SCDOT**.
3. Upon substantial completion of the Utility Work, or any specific portion thereof, in accordance with **UTILITY's** plans and specifications, **UTILITY** will be considered to have accepted the Utility Work, or any specific portion thereof, by assuming control of the Utility Work and commencing to utilize it.
4. Following final acceptance, **UTILITY** will have sole responsibility for the operation and maintenance of the Utility Work and sole liability for any claims made by third-parties that arise from the design, construction, operation, or maintenance of the Utility Work in its entirety or the portion that has been accepted.
5. Following final acceptance, **UTILITY** will assume the same rights and responsibilities it would customarily have associated with an **SCDOT** permit.
6. Prior rights will remain in locations where prior rights currently exist. This agreement shall not grant prior rights in locations where they do not currently exist.
7. Where **UTILITY** is on **SCDOT** right-of-way by encroachment, **UTILITY** agrees that if, in the opinion of **SCDOT's** Deputy Secretary of Engineering, it should ever become necessary to move or remove the Utility Work, including any future modifications thereto, on account of the change in locations of the highway, widening of the highway, or for any other sufficient reason, such moving or removing shall be done on demand of **SCDOT**.
8. Should additional Utility Work become necessary as a result of Project impacts on **UTILITY's** facilities that were not foreseen at the time of execution of this Agreement, **UTILITY** agrees to work with **SCDOT** and **SCDOT's** contractor to negotiate a resolution consistent with the requirements of Act 36 of 2019 (SC Code 57-5-886).
9. **The Parties** agree that delays in the Utility Work will impact public convenience, safety, and welfare, and that monetary damages would be inadequate to compensate **SCDOT** for delays in the construction of the Project. Consequently, **SCDOT** shall be entitled to specific performance or other equitable relief from **UTILITY** in the event of any breach of this Agreement which threatens to delay construction of the Project. This provision shall not limit any other remedies available to **SCDOT**.
10. All claims or disputes shall be filed with **SCDOT's** Project Manager. The **Parties** will meet to attempt to resolve any dispute or claim. If unable to resolve the dispute with the **SCDOT** Project Manager, the **Parties** may appeal the claim or dispute to the appropriate **SCDOT**

Deputy Secretary. The Deputy Secretary's decision in the matter shall be final and conclusive for both Parties, subject to non-jury appeal in the Circuit Court of Richland County.

Section VII – Counterparts

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

Section VIII – Authority and Law

SCDOT and **UTILITY** each bind themselves, their respective successors, executors, and assigns to the other Party with respect to these requirements, and also agree that neither Party shall assign, sublet, or transfer its respective interest in this Agreement without the written consent of the other.

This Agreement is to be interpreted under the laws of the State of South Carolina.

[Signature blocks on next page]

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

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

WITNESS

CITY OF COLUMBIA

BY: _____

City Manager

DATE: 7/27/2020

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

BY: _____

Deputy Secretary for Finance and Administration or Designee

DATE: 8/3/2020

WITNESS

RECOMMENDED BY:

Deputy Secretary of Engineering or Designee

APPROVED AS TO FORM

Legal Department City of Columbia, SC

6/30/20

REVIEWED BY: Cedric Keith

State Utilities Engineer

ATTACHMENT A

City of Columbia

Section I – Definitions

1. The term "Betterments" shall mean any upgrading to the utility facility being relocated made solely for the benefit of and at the election of the **UTILITY** and not attributed to the Project. Betterments include, but are not limited to, placement of Utility outside of **SCDOT** right of way for convenience, an increase in the capacity, capability, efficiency or function of the adjusted Utility over that provided by the existing Utility or an expansion of the existing Utility, unless such adjustment is due to:
    a. Any upgrading which is required for accommodation of the Project;
    b. Replacement devices or materials that are of equivalent standards although not identical;
    c. Replacement of devices or materials no longer regularly manufactured with the next highest grade or size;
    d. Any upgrading required by applicable Laws, regulations or ordinances;
    f. Replacement devices or materials which are used for reasons of economy (e.g., non-stocked items that may be uneconomical to purchase); or
    g. Any upgrading required by the criteria set forth in Section II below.
2. The term "Standard Material & Construction Specifications" (Specifications) shall mean of the Standard Material & Construction Specifications of the **UTILITY** as provided by the **UTILITY.** See subsequent "Supplemental Agreements" for details.
3. The term "Design Criteria" (Criteria) shall mean the standard Design Criteria of the **UTILITY** for capital projects as provided by the **UTILITY.** See subsequent "Supplemental Agreements" for details.
4. The term "Substantial Completion" shall mean, for the purposes of this Agreement, the date on which any portion of the Utility Work is installed, inspected, tested, and placed into service in accordance with **UTILITY**'s plans and specifications.
5. The term "Final Acceptance" shall mean, for the purposes of this Agreement, the date beyond Substantial Completion on which any portion of the Utility Work has been placed into service; switch-over of services has been completed; old facilities have been disconnected and demolished; record drawings have been submitted by **SCDOT**'s contractor and approved by

UTILITY; and **SCDOT**'s contractor has certified the construction and received a permit to operate from SCDHEC.

6. The term "Acceptance of Utility Work" shall mean, for purposes of this Agreement, **UTILITY**'s taking control of the finished Utility Work, or any portion thereof, in its final form after **UTILITY** confirms that all design criteria and requirements have been met and **UTILITY** has acknowledged Final Acceptance. Taking control shall mean utilizing the relocated facility to provide service to its customers and abandoning existing facilities, but does not relieve **SCDOT**'s contractor from conditions of the required warranty.

Section II – SCDOT's Responsibilities

1. As a part of the Construction Contract, **SCDOT** will require the contractor performing the Utility Work to obtain and maintain in place for the duration of the Utility Work insurance policies which meet or exceed the requirements listed in Attachment C – *Insurance Policy Requirements*. In addition, the **UTILITY** will be named as an additional insured. Copies will be provided to the **UTILITY**.
2. As a part of the Construction Contract, the **UTILITY** will include in the Specification a requirement for the contractor to warranty the improvements for two years from the date of Substantial Completion of the work that is installed as described in each Supplemental Agreement. **SCDOT** will require that the contractor include this in their bid.
3. **SCDOT** shall allow the **UTILITY** time to inspect recovered materials from the permanent facility prior to disposal by sale or scrap. This requirement will be satisfied by **SCDOT** giving notice to the **UTILITY** of the time and place the materials will be available forinspection. The **UTILITY** shall have the right to inspect all recovered materials from the waterline removal (examples are water valves, fire hydrants, pipe). If the **UTILITY** elects to retrieve the materials, there will be no cost associated with doing so, but the **UTILITY** shall be responsible for removal from the inspection site. If the **UTILITY** elects not to retrieve the items, **SCDOT** may sell them for scrap or allow the contractor to doso.
4. **SCDOT** shall provide the names, addresses, and telephone numbers of representatives at **SCDOT** and **SCDOT**'s contractor who are responsible for submitting the plans to **UTILITY** and receiving comments and approvals. Where more than one representative is designated, the area of responsibility of each representative shall be specified.
5. **SCDOT** shall provide **UTILITY** a 10 business day notice that a portion of Utility Work will be in place and ready for testing. **UTILITY** shall schedule inspection staff to be present to observe testing, disinfection, and sampling.
6. **SCDOT** shall require the contractor to coordinate the sequencing of waterline relocation, testing, and placing into service with **UTILITY** to ensure the existing line remains in service until all tests and approvals are in place and provided to **UTILITY** to place the new line segments into service. At no time during construction shall the existing segments that are being relocated be taken out of service until the new lines are placed into service. This is necessary to avoid interruption of service to customers along the Project route.

Section III – UTILITY's Responsibilities

1. By executing this agreement **UTILITY** authorizes **SCDOT**'s contractor to access the meter locations and tie points outside of SCDOT's right-of-way where **UTILITY** has right-of-entry allowing **SCDOT**'s contractor to complete Utility Work.
2. **UTILITY** shall provide to **SCDOT** the available tie-in points in CAD format or detailed location drawings within SCDOT right-of-way for the Utility Work within and beyond the limits of the Project. These tie points should be made available within 30 days of this Agreement. To meet this schedule, **UTILITY** will utilize survey and SUE data provided by **SCDOT**; **SCDOT** agrees that **UTILITY** may rely on survey and SUE provided by **SCDOT** or **SCDOT**'s consultant. However, all Parties understand that these tie-in locations are approximate and may be required to change due to field conditions, features in the Project design, and due to the Utility design of **SCDOT**'s contractor.
3. Per the timeframe given in the phase specific Supplemental Agreements, **UTILITY** shall provide all state, local and federal codes and standards and any other criteria, including betterments, for the design and construction of the Utility Work which will be incorporated into **SCDOT's** Contract.
4. **UTILITY** shall provide the name, addresses, and telephone numbers of representatives who are responsible for approving the plans. Where more than one representative is designated, the area of responsibility of each representative shall be specified.
5. Should utility easements be required for betterments requested by the **UTILITY**, **UTILITY** shall be responsible for those easements.
6. Upon notification by **SCDOT** that a portion of Utility Work will be in place and ready for testing, **UTILITY** shall schedule inspection staff to be present to observe testing, disinfection, and sampling. **UTILITY** shall expeditiously review and proceed to accept relocation work. **UTILITY** shall provide **SCDOT** 30 calendar days-notice of anticipated Acceptance of Utility Work date.

Meeting Date:	**September 1, 2026**
Department:	**Procurement and Contracts**
From:	**Shannon Lizewski, Director**

Council is asked to authorize the City Manager to enter into a new Professional Services Contract for Project WM4924; Brentwood Court Waterline Relocation Project, as requested by Columbia Water on June 29, 2026. Award to Hazen and Sawyer, in an amount not to exceed $139,010.00. 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.

Funding Source: Water and Sewer Capital Projects — Brentwood Court Waterline Relocation - Capital Project Costs (552999-WM492401-658650). The original budget amount is $139,010.00.

This is a Mentor Protégé Program project. Hazen and Sawyer is the mentor and will provide design plans and specifications at 75.90% ($105,510.00) of the total contract amount.

DESA, Inc., located in Columbia, SC, a Minority Business Enterprise (W) is the protégé and will provide construction observation, and administration services at 24.10% ($33,500.00) of the total contract amount.

Background Summary:

Attachments:

1. Brentwood Ct Council Memo
2. Tear Sheet Brentwood Ct Relocation
3. Final.Contract.HazenandSawyer.RFQu007-24-35-KDD

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

DATE: September 1, 2026

Subject: Recommendation for Approval
WM4924 – Brentwood Court Waterline Relocation Project,
Hazen & Sawyer

The Department of Procurement and Contracts, in coordination with Columbia Water, respectfully request your review and approval of Engineering Services with Hazen & Sawyer. This approval will provide funding for utility relocations and improvement services for WM4294 – Brentwood Court Waterline Relocation Project. The amount of the Contract is $139,010.00.

Hazen & Sawyer will provided consulting, design and project management services, support services, overseeing this project as mandated by the City of Columbia, Columbia Water Department, in conjunction with Lexington County Department of Public Works. This project will relocate 450 LF of water line and appurtenances, within and along Brentwood Court in the Town of Chapin, Lexington County.

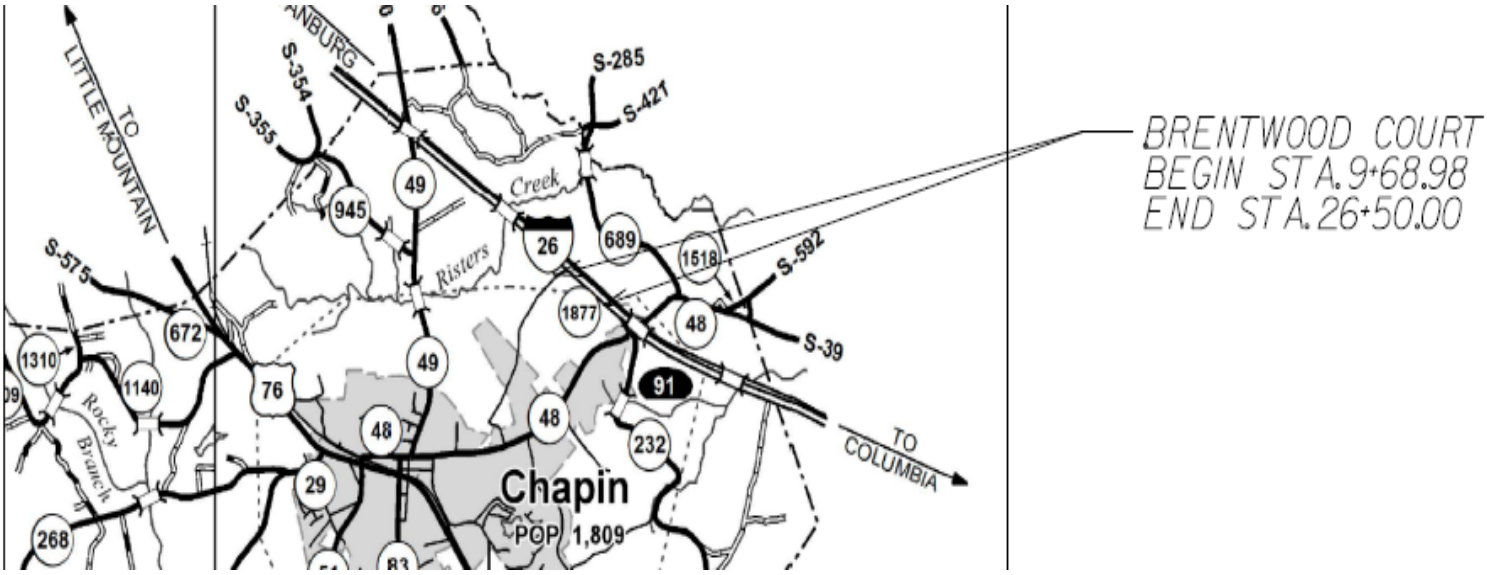
PROCUREMENT TO INSERT DRAFT COUNCIL MEMO INFORMATION HERE

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

Water Project

WM4924 – Brentwood Court Waterline Relocation Project.

Project Description:	This project includes the relocation of approximately 450 LF of 16” Water Main with appurtenances along Brentwood Court.
Objectives:	This project aims to relocate the 450 LF of water line and appurtenances, within and along Brentwood Court in support of Lexington County Department of Public Works Brentwood Court Roadway Improvements project.
Project Type:	Utility Relocation
Council District:	Town of Chapin, Lexington County
Project Funding:	Lexington County will bear four (4 %) of the original construction bid amount of the project, in accordance with SC Code Section 57-5-880. The City has has Prior Rights. The total project construction cost is TBD. The City share is TBD. TBD
Current Project Status:	This project is currently in design phase. Construction is expected to begin in Summer 2027 and to continue into Fall 2027.
Project Contact:	John Hilbert, City of Columbia Utility Relocation Project Manager 803.545.3283 |john.hilbert@columbissc.gov



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is awarded under procurement method RFQu007-24-25- Utility Relocation & Improvement Services.

1. **PURPOSE** – This Agreement 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 Hazen and Sawyer, (hereinafter referred to as the Consultant,"), to provide technical consulting support and construction drawings for water main relocation to 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 AGREEMENT** – The term of the Contract is the date of the execution of this Award or a Notice to Proceed and a valid Purchase Order from the City of Columbia for an initial term of two (2) years, with the option to renew or continue with work for two (2) additional one (1) year periods at the mutual pleasure of both parties.

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

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

6. **COMPENSATION** – (See Exhibit C)

A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed One Hundred Thirty-Nine Thousand Ten Dollars and Zero Cents ($139,010.00).

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 Consultant's sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That

documentation must be provided with every payment request submitted to the City, except for the first payment request.

6. Failure to comply with these prompt payment requirements is a breach of this Agreement. 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 Agreement, 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 Agreement, the subcontracting goals are as follows:

SB Goals	N/A	%
MBE	24.10	%
WBE	N/A	%
LSA	N/A	%

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 Agreement, including any extensions thereof.

7. MENTOR-PROTÉGÉ PROGRAM (http://www.columbiasc.net/business-outreach/) – 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 24.10%.

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 Agreement 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 Agreement, 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 Agreement, to adequately protect the City from any claims or damages including bodily injury or death, which may arise during performance and operations under this Agreement.

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 Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the 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 Agreement.

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 Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. 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 negligent action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. 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 Agreement. 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 Agreement. 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 Agreement. 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/agreements. 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 Agreement.

10. DUTIES UPON TERMINATION – At termination of this Agreement, 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 Agreement 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 Agreement or which is adverse to the interests of the City. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

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

12. TERMINATION OF AGREEMENT – The City may terminate this Agreement 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 Agreement 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 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;

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

F. By mutual agreement.

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 Agreement prior to the effective date of the termination or the Consultant shall be entitled to be paid a pro-rata percentage of the total Agreement 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 Agreement. 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 Agreement 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 Agreement.

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 Agreement 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 Agreement.

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

City of Columbia
Name: Office of Procurement and Contracts
Title: Purchasing Agent
Address: 1800 Main Street, Second Floor
Columbia, SC 29201
Phone: (803) 545-3470
Fax: (803) 758-1013
Email: procurement@columbiasc.gov

Hazen and Sawyer
Name: Harold McLeod, Sr., P.E.
Title: Senior Principal Engineer
Address: 1330 Lady Street Suite 205
Columbia, SC 29201
Phone: (803) 779-0001
Fax: (803) 567-4911
Email: hmcloed@hazenandsawyer.com

16. CONSENT DECREE Non-Applicable

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

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 Consultation 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 Consultant's failure to perform pursuant to the Agreement.

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

17. MISCELLANEOUS

A. Nothing in this Agreement 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 Agreement. 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 Agreement 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.
   a. 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 Agreement, 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 Agreement, if any, shall not be construed against the City.

E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The 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 Agreement 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 Agreement represents the entire agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.
   a. The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Consultant.

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

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

I. This Agreement is subject to City Council approval.

J. The 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:

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

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

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

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

N. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Consultant shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Consultant's operations, including, but not limited to the Consultant's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

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

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

Q. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, 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 Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

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

CITY OF COLUMBIA, SOUTH CAROLINA

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

APPROVED AS TO FORM
Legal Department City of Columbia, SC
8/5/2026

Hazen and Sawyer

William Orne, PE Associate Vice President		8/17/2026
Print: Name/Title	**Signature**	**Date:**

(Corporate Seal)

SOUTH CAROLINA
HAZEN & SAWYER
C00638
CERTIFICATE OF AUTHORIZATION

Attest

Signature	8/17/2026 **Date:**

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

Exhibit E – Mentor Protégé Implementation Plan

EXHIBIT A

SCOPE OF SERVICES

City of Columbia
CIP # WM4924
Brentwood Court Waterline Relocation

The services performed as a part of this Scope of Service include providing technical consulting support to the City of Columbia (CITY) for a water main relocation project around a roadway improvement project, including utility coordination, engineering and design, and construction phase services for the project. Scope of this work is assumed to include the relocation of approximately 450 linear feet of 16-inch diameter water main and a fire hydrant.

We understand the roadway project will be let by Lexington County (COUNTY) as a single project. This scope is written to also develop one set of water main construction documents for the entire project to be bid and constructed as a single project. This scope has also assumed that the construction will be bid "in-contract" through the COUNTY.

Roadway Project Name
Roadway Improvements to Brentwood Court, Chapin, SC

The general location of the project is shown on attached Figure 1. Our understanding of the COUNTY roadway project comes from a preliminary set of drawings provided by the CITY.

The purpose of this project is to evaluate alternative routes for the relocated lines that do not conflict with the proposed roadway improvements or other utility facilities, coordinate the design with the COUNTY, confirm capacity needs and issues, and perform engineering and design services for permitting, bidding ("in-contract"), and construction services.

In general, (CONSULTANT) will provide the following scope of services:

- Utility Coordination
- Engineering Design and Permitting
- Bidding Phase Support
- Engineering Services During Construction

CONSULTANT will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing DESA, Inc as our Protégé.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

CONSULTANT will manage the efforts of its project team members and sub-consultants by assigning manpower, delegate responsibilities, review work progress, monitor budget and schedule, and direct the progress of the work. As part of project administration, CONSULTANT will:

- Participate in design review and construction progress meetings with the CITY as outlined.
- Provide monthly invoicing and schedule updates pertaining to CONSULTANT's portion of the work to the CITY. Provide a detailed project schedule within one week of execution of the Contract.
- Plan and perform project quality control and quality assurance.
- Project Administration will terminate at the completion of Task 800.
- Provide monthly progress reports.
- CONSULTANT will invoice monthly and include amounts invoiced by sub-consultants in accordance with the CITY's invoicing procedures.

120 Coordination Meetings

Throughout design of the project, CONSULTANT will maintain regular contact through the CITY's staff. Progress meetings include:

- Kickoff meeting.
- Progress meetings with CITY's Project Manager for duration of project through construction. It is assumed that a total of 6 progress meetings will be held for this project.
- 60% and 90%, review of design meetings in Task item 570 – Two (2) meetings total and will serve as a progress meeting.

130 Project Management & Coordination with the CITY

- CONSULTANT will communicate with the CITY through a single point of contact, CONSULTANT's Project Manager.
- CONSULTANT will adhere to and update schedule as shown in Attachment C.
- CONSULTANT will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Public Outreach

- It is assumed there will be no public meetings by the CITY or by the COUNTY for this project. However, should the need arise this service can be provided as an additional service.

150 Mentor-Protégé Program

CONSULTANT and DESA, Inc. will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:

- CONSULTANT will continue the existing Mentor-Protégé Agreement with DESA, Inc.
- CONSULTANT will update the existing Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines".
- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.
- Schedule and attend all quarterly developmental meetings.
- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- Document and maintain copies of communications between the Mentor and the Protégé.
- Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

TASK 200 – Preliminary Planning, Investigation, Engineering, and Alternative Analysis

210 General Data Collection, Field Reconnaissance, and Coordination

- CONSULTANT will coordinate with the COUNTY to obtain roadway improvement plans, drainage plans, existing utility information, and proposed relocation plans for other utility facilities.
- CITY anticipates negotiation and execution of a Memorandum of Agreement (MOA) with the COUNTY on this project and CITY will seek the CONSULTANT’s input on this document.
- CONSULTANT will coordinate with the Lexington County design staff to obtain an understanding of the roadway project.
- CONSULTANT will coordinate with the CITY to obtain existing utility mapping in the project area.
- CONSULTANT will obtain county tax map records for identifying property potentially affected by the project.
- CONSULTANT will obtain SCDOT and COUNTY maps for road and street right-of-way information for areas outside of the roadway plans as needed.

- CONSULTANT will contact other utilities in the areas outside of the roadway plans as needed that can be determined from field observation for mapping and location information that may impact alignment of the proposed water relocations. (For this scope this is assumed to be a minor effort.)
- In addition to the COUNTY roadway construction plans, CONSULTANT may utilize existing aerial mapping along with utility mapping, county property maps and street right-of-way information to determine possible water routing alternatives in a table top type route analysis.
- Field Reconnaissance:
  - Based upon the tabletop analysis, field reconnaissance will be conducted on the identified routing alternatives. Observation during the field reconnaissance will be recorded and used to identify qualifying or disqualifying issues associated with the routing alternatives.
  - CONSULTANT will meet with the CITY to discuss results of the data gathering and field reconnaissance. Upon agreement of the resulting possible alternatives more detailed evaluation of alternatives will be conducted.

220 Alternative Analysis and Route Selection

- Upon completion of Task 210, CONSULTANT will determine the extent of the relocations necessary to avoid conflicts with the proposed roadway, drainage, other utilities, and will develop alternatives for relocating the water infrastructure.
  - CONSULTANT will determine the apparent water infrastructure conflicts with the proposed roadway and drainage system using design plans provided by the SCDOT and information provided by the CITY. (It is assumed that the COUNTY will provide digital files including drainage design files.)
- CONSULTANT will proceed with alternative analysis including the following alternatives:
  - Relocating the water mains within the existing or new roadway right-of-way (same general alignment as the existing line(s)).
  - Relocating the new water mains along a different alignment.
  - Relocating the water mains adjacent to the existing roadway right-of-way in an easement where it is necessary due to lack of available right-of-way or otherwise advantageous to avoid construction and maintenance conflicts.
  - Various combinations of the above options as needed for the particular project circumstances.
- After an evaluation of the impacts and development of conceptual alternatives, CONSULTANT will present the CITY with options and recommendations for conflict resolution. These will be presented at a meeting with the CITY to review relocation options and select the preferred alternatives before proceeding to preliminary plans. This meeting will identify the relocation corridors for the water infrastructure.

230 Preliminary Agency Coordination and Meetings

- Upon selection of final route selection, CONSULTANT will contact known regulatory agencies that may have jurisdiction in the project area to coordinate any permitting and notification actions required.

240 Preliminary Utility Coordination and Meetings

- CONSULTANT will attend COUNTY's utility coordination meetings. It is assumed these meetings will be held monthly prior to the start of the COUNTY Letting period (TBD) and an average of monthly from the start of the COUNTY Letting period to the end of utility construction (TBD). (Also, assuming that some meetings will be cancelled or missed.) Four (4) meetings have been included. The CITY will attend all other meetings.
- Upon selection of final route, CONSULTANT will coordinate the CITY-approved design with the COUNTY.
- Upon selection of final routes, CONSULTANT will coordinate any conflicts with other utilities, easements, encroachments, and design considerations to be addressed through the COUNTY's utility coordinator.
- CONSULTANT will provide relocation sketches for the selected water relocation routes for submittal to the COUNTY Utility Coordinator.

250 Establishing Design Criteria

- It is anticipated that the relocated water facilities will predominately be the same size as those being replaced; therefore, no sizing or capacity studies are included in this scope. The CITY will provide the hydrant test results for use in by CONSULTANT in performing minimal flow and pressure calculations if required by SCDHEC for a permit to construct.
- CONSULTANT will design the new water mains in accordance with SCDES regulations, the CITY standards, permitting requirements, and standard civil engineering practices.
- CONSULTANT will design the water mains to avoid the roadway infrastructure conflicts as determined.
- CONSULTANT will give consideration in the design to connections to side lines, valve locations, and the ability to serve existing parcels and homes/businesses.
- In addition to conflict resolution, CONSULTANT will design the systems to realign water mains at the intersections that are proposed to be realigned by the COUNTY.

260 Opinion of Probable Construction Cost and Schedule

- As part of the alternative routing analysis the CONSULTANT will prepare planning level opinion of probable construction cost and update the project schedule.

270 Preliminary Design Reviews, Alternative Analysis, Prior Rights Assessment, and Engineering Report

- It is assumed there will be no preliminary design reviews, alternative analysis, prior rights assessment, and engineering report needed for this project other than that previously performed by the City. However, should the need arise these services can be provided as additional services.

TASK 300 – Survey and Utility Mapping

Once the final alignment has been selected by the CITY and approved by the COUNTY, field investigations for that alignment shall be conducted in support of plans preparation and final design. In some cases, limited Task 300 services may be needed to complete Task 200.

310 Field Survey

- CONSULTANT shall utilize survey provided by the COUNTY as included in the roadway design plans and digital files. CITY agrees that CONSULTANT may rely on survey provided by the COUNTY (or the COUNTY's consultant).

330 Utility Mapping

- The CONSULTANT will utilize Subsurface Utility Engineering (SUE) data provided by the COUNTY. CITY agrees that CONSULTANT may rely upon this information.

TASK 400 – Not Used

TASK 500 – Final Design

510 Roadway Coordination (City, Town, County, State, Federal)

- CONSULTANT will contact applicable City, County, State and Federal agencies to determine design parameters for construction of the relocated facilities within the roadway rights-of-way.
- CONSULTANT will request drainage system modifications from the COUNTY's designers if appropriate.
- CONSULTANT will coordinate final design with the requirements of roadway encroachment permits.

520 Utility Coordination

- CONSULTANT will contact and coordinate with the COUNTY within the construction limits to determine design parameters, right-of-way encroachment requirements and resolve conflict issues related to the of the new transmission line adjacent to or cross existing utilities.
- CONSULTANT will coordinate final design with the agreed upon requirements of encroachment permits and conflict resolution solutions.
- CONSULTANT will assist the CITY in submitting paperwork associated with the COUNTY's utility coordination process, including a reimbursement request for appropriate relocation costs. CONSULTANT will assist in identifying any costs that may be reimbursable under SCDOT's guidelines.

530 Not Used

540 Project Plans and Specifications

- CONSULTANT will prepare drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by an installation contractor. It is assumed that this work will be bid "in-contract" through the COUNTY, therefore, bid documents will not be necessary. The Contact Documents shall consist of and include the following:

    - Detailed plan and profile drawings, 1"=50'-scale (matches COUNTY plan scale)
    - A total of up to 7 drawing sheets is anticipated;
        - 3 - Cover, notes, legend and abbreviations, key map
        - 1 - Plan & profile sheets, water mains
        - 3 - Erosion control details, general details, traffic control
    - CONSULTANT anticipates producing the construction drawings in AutoCad Civil 3D (converted to Microstation, if needed to better coordinate with the SCDOT roadway design plans). After completion CONSULTANT will submit ESRI geodatabase GIS information in a format acceptable to the City on the pipeline locations along with as-builts in AutoCad Civil 3D (converted to Microstation, if needed) and pdf format.
    - Relevant features impacting construction as located by the survey.
    - Design and construction details.
    - Sediment and erosion control details.
    - Relevant environmental features.
    - Traffic control plans.
    - Existing pipe demolition/abandonment as needed
    - Specifications coordinated with the CITY's standard contract documents.
    - Special conditions related to permit requirements and easement requirements.
    - Material specifications including minimum installation requirements.

- Upon approval of the 100% submittal, CONSULTANT will provide one set of final plans, two emails (one for CITY and one for COUNTY) containing PDF's of the signed and sealed drawings, one sided copy of unbound specifications and final cost estimate in digital format. Specifications and final cost estimate will also be provided in an editable format (MS Word or MS Excel). CITY staff will also require seven full-size hardcopy sets of final plans.

550 Regulatory Agency Coordination

- CONSULTANT will contact applicable City, County, State, and Federal regulatory agencies to determine design parameters for construction of the new transmission line in accordance with regulatory requirements.
- CONSULTANT will coordinate final design to comply with regulatory requirements.
- Potential agencies are:
  - South Carolina Department of Health and Environmental Control
  - South Carolina Department of Transportation
  - Lexington County

560 Opinion of Probable Construction Cost and Schedule

- CONSULTANT will submit an opinion of the probable cost for the Project including construction costs, contingencies, and other related items at the 60%, 90% and 100% plan reviews for each phase. Since CONSULTANT has no control over the cost of labor, materials, equipment, or the Contractors' methods of determining price or competitive bidding, we cannot and do not guarantee that proposals, bids, or the project construction cost will not vary from the opinion of the probable cost of the Project.

570 Design Reviews

- CONSULTANT will conduct an Internal Technical Review using the CONSULTANT's Quality Assurance Policy.

- After each Internal Technical Review, CONSULTANT will provide the CITY with one (1) hardcopy and electronic (PDF) version of plans and specifications for the Project for review and approval at the sixty (60%) percent and ninety (90%) completion milestones for each phase. CONSULTANT will meet with the CITY during these milestones to discuss the project and obtain input from the Client. Following the review, CONSULTANT will make revisions as requested by the CITY. Documentation of the completed reviews will be provided to the CITY by the CONSULTANT. Following the technical reviews, CONSULTANT will make modifications to the construction documents.

- Upon approval by the CITY, plans and specifications and any permits obtained will be submitted to the CITY for production during the bidding process.

TASK 600 – Permits and Property

610 Property and Right-of-Way Assistance

- Easements – Refer to task 320 above.
- The CONSULTANT will rely on Lexington County Tax Map information in identifying property owners and will research Lexington County records for property plats that have been recorded and filed with the County. The CONSULTANT cannot guarantee the accuracy of the County records, but will update plans if necessary.
- This scope assumes the CITY staff will obtain all necessary easements including temporary construction easements and new permanent easements utilizing the easement plats prepared by the CONSULTANT.

620 Permits

- Construction Permit: Upon CITY approval of the ninety (100%) percent completion documents, CONSULTANT will submit copies of the project plans and specifications for final review and approval by the South Carolina Department of Health and Environmental Control (SCDHEC); work with SCDHEC and assist the CITY in efforts to obtain the necessary permits and/or approvals; and furnish SCDHEC with the required number of copies of plans and specifications needed for review and approval.

- Stormwater Permit: The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be completed by Lexington County due to the waterline relocation taking place withing the COUNTY's project limits.

- Wetlands Permit: This scope assumes no wetland delineation and no mitigation will be required. However, CONSULTANT can perform these services as Additional Services under Task 1100 if it becomes necessary.

- Roadway Encroachment Permits: This scope assumes a Lexington County and /or a SCDOT Encroachment Permit will be required. Upon approval by the CITY of the one hundred (100%) percent completion documents, CONSULTANT will submit for review and approval for an Encroachment Permit by Lexington County and/or the SCDOT; work with the City of Columbia and assist the CITY in efforts to obtain the necessary permits and /or approvals; and furnish the City of Columbia with the required number of copies

of plans and specifications needed for review and final approval. The CITY is responsible for fees (no fees anticipated).

TASK 700 – Bidding and Award

710 Bidding "in-contract" with Roadway Plans

- It is assumed that the utility relocation plans will be bid "in-contract" with the roadway construction plans to be constructed by the COUNTY roadway contractor(s) along with the roadway projects.

720 Bidding Assistance

- Bidding Assistance is expected to be minimal due to bidding "in-contract" with the COUNTY project; we will respond to bidder questions and review addenda. However, if bidding "in-contract" does not happen, Bidding Assistance is available to the CITY from the CONSULTANT as a negotiated Additional Service.
- A formal prequalification process is not anticipated. If needed, the CONSULTANT can provide this task as a negotiated Additional.

730 Award Recommendation

- Since this work will be bid "in-contract" through the COUNTY, therefore, bid review and award recommendation will not be necessary.

TASK 800 – Engineering Services During Construction

810 General Administration of Construction Contract

- Construction Contract Administration is expected to be minimal due to bidding "in-contract" with the COUNTY. This scope assumes approximately 500 linear feet of water mains will be constructed, and the existing facilities will be removed or abandoned. After award of the construction contract, CONSULTANT will assist the CITY with the contract administration, attend a preconstruction conference, and provide periodic observation of the construction work. It is anticipated that the construction period for the utility relocation project will be one year with actual construction on the water main relocation being performed in segments throughout this period. For estimating purposes, actual construction activity of four (3) months (90 days) is assumed for final completion. An increase in the construction schedule may require an amendment to authorize additional construction services.

- CONSULTANT will provide general services during construction as described herein. In the performance of its services during the Construction Services, CONSULTANT shall not supervise, direct or have control over Contractor's work nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor's.

820 Submittal Review

- Shop Drawing Review*:* CONSULTANT will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds, and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the CITY with written comments.

- Request for Information (RFI): CONSULTANT will review and respond to Contractor's RFI as they relate to the contract requirements.

- Preparation of Design Clarifications*:* A necessary part of any construction project is the preparation of design clarifications and other routine supplementary information. This work will be performed by the CONSULTANT and reviewed with the CITY. CONSULTANT will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the CITY's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on claims of the CITY and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

- Testing Results: Consultant will review testing results of test required by contractor for contract compliance and comment on any results that appear to be out of compliance.

830 Change Management

- Change Orders and Time Extensions will be coordinated by others since the construction work will be bid "in-contract" with Lexington County

840 Completion Monitoring & Documentation

- Quality Assurance Testing: CONSULTANT will specify and witness the quality assurance testing that is necessary for the project in the construction specifications relative to its designs.
- Final Inspections: CONSULTANT will perform the following:
  - Conduct a walk-through inspection with the Contractor and the CITY to determine if the Project has reached substantial and/or final completion.
  - Prepare a punch list of work items remaining.
  - Observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Drawings and Specifications prepared by CONSULTANT.

- 850 Construction Observation

  - Construction Observation: CONSULTANT's protégé will visit the site (excluding visits coinciding with monthly progress meetings) to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During DESA, Inc.'s visits, and on the basis of on-site observations, CONSULTANT will keep the CITY informed of the progress of the work, will endeavor to guard the CITY against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents. Considering the complexity of this work and its location, this scope includes the following time for observation of construction:

  - This scope includes site visits for two (2) months (4-weeks) at 30 hours per week between the Project Manager and the Construction Observer. If additional site visits are required, this contract will be amended to provide such additional services. Total hours budgeted for Task 850 are 240 hours; should the project, Lexington County, or the CITY require hours in excess of that amount, an amendment will be needed.

This Task 800 will be charged hourly and the CITY will be updated on the status of these hours on a monthly basis.

TASK 900 – Not Included

Full Time Construction Inspection is not included in this scope.

TASK 1000 – Project Closeout

1010 Record Drawings

- CONSULTANT will prepare record drawings in electronic format as approved by the CITY and in accordance with the CITY's record drawing standards. The final record drawings will be delivered in electronic format on a DVD. Drawings will be provided in a format compatible to the CITY's GIS system.

1020 Punch List and Final Inspection

- See Task 840 of this agreement.

1030 O&M Submittals

- At the conclusion of the project, CONSULTANT will receive, review and transmit to the CITY with written comments guarantees, Bonds, and certificates that are required by the Contract Documents and provided by the Contractor.
- No O& M submittals are anticipated on this project.

1040 Digital Information Submittals

- The final record drawings will be delivered in electronic format by email. Drawings will be provided in a format compatible to the CITY's GIS system.

1050 Final Notice of Acceptability of the Work

- See Task 840 of this agreement.
- Based upon periodic observation, observation during a final walk through of the project site, and construction records the CONSULTANT will provide written notice to the CITY when the CONSULTANT deems the work to be complete and acceptable.

1060 SCDES Permit to Operate

- Due to the pipe size remaining the same as the existing water line and the pipe location remaining in the same general area, this work will be considered maintenance by DES and not require a Permit to Operate.

TASK 1100 – Additional Services

1110 General Task

The below items are not included in this scope for this project, but the CITY may choose to amend this Agreement so that CONSULTANT may furnish additional services such as those listed below (but not limited to):

- Additional water main, force main, gravity sewer, or relocation above the 500 linear feet of water mains identified in the project description.
- Additional Surveying outside original scope or for Record Drawings.
- Additional Construction Services beyond the hours and time allotted under Task 850 in this agreement
- Flood Study or Flood Impact Analysis
- Professional engineering services related to additional or extended design, bidding, and construction services.
- Additional meetings with homeowners and agencies beyond those scheduled in the agreement.
- Redesign resulting from SCDOT or Lexington County roadway and drainage design changes.
- Additional property research and easement exhibits, other than outlined herein.
- Extensive traffic control associated with SUE work.
- Easement acquisition.
- Public outreach.
- Additional bidding assistance.

For services rendered under Task 1100 - Additional Services, compensation to the CONSULTANT shall be negotiated with the CITY. An allowance is provided in this proposal to cover additional services. No additional services will be performed without written approval from the CITY.

ATTACHMENT A TO EXHIBIT A

RESPONSIBILITES OF THE OWNER

The responsibilities of the CITY as described in Exhibit A are amended and supplemented as follows:

The CITY agrees to perform the following:

- Provide assistance in gaining access to water mains, force mains, gravity sewer, and easements for which field services will be provided.
- Notify CONSULTANT of property owners who may pose problems with CONSULTANT's ability to safely gain access and assist the CONSULTANT with gaining safe access.
- Respond to requests for information and review deliverables in a timely manner.
- Pay permitting and other local fees that may arise from the work completed as part of this Agreement.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by CONSULTANT and CITY.
- Provide available data as requested in the agreement.
- Upon CITY acceptance of the final construction, provide an Owner's Letter of Acceptance and copies of all test results.

Exhibit B

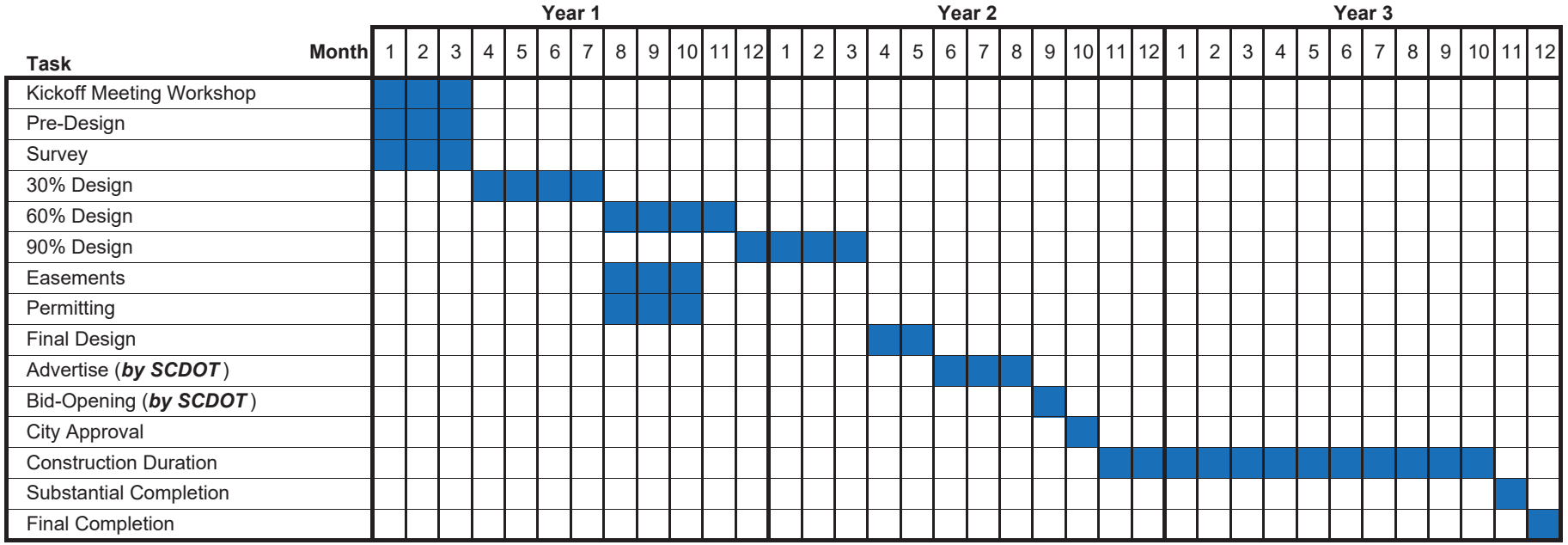

Year 1
Year 2
Year 3
Task
Month
1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
Kickoff Meeting Workshop
Pre-Design
Survey
30% Design
60% Design
90% Design
Easements
Permitting
Final Design
Advertise (by SCDOT)
Bid-Opening (by SCDOT)
City Approval
Construction Duration
Substantial Completion
Final Completion

EXHIBIT C

COMPENSATION

City of Columbia
Brentwood Court Waterline Relocation
CIP #WM4422

Compensation for services provided under Tasks 100 through 1000 as outlined in Exhibit A, Scope of Services, is estimated to be a total of $139,010. Hourly tasks are assumed to be on a not to exceed basis.

An estimated breakdown of the fee is shown in the following table:

Task	Description	Hourly/LS	Hazen	Subconsultants	Total
100	Evaluation & Design Phase Administration	LS	$17,198	$2,000	$19,198
200	Preliminary Planning, Investigation, Engineering & Alternative Analysis	LS	$15,485	$1,00	$16,485
300	Survey & Utility Mapping	LS	$0	$0	$0
300	*Easement Exhibits (18 @ $500)	Each	$0	$0	$0
400	Geotechnical Investigation	LS	0	$0	$0
500	Final Design	LS	$34,167	$0	$34,167
600	Permits & Property	LS	$2,072	$0	$2,072
700	Bidding & Award	LS	$2,465	$0	$2,465
800	Engineering Services During Construction	Hourly	$22,922	$30,000	$52,922
1000	Project Closeout	LS	$10,701	$500	$11,201
	Subtotal		$105,510	$33,500	$139,010
	Contingency				$0
	Total of Contract				**$139,010**

EXHIBIT D

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) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material ($ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
DESA, Inc.		Construction Observation and Administration	$33,500.00	24.10.%	MBE	BF
				%		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

COMBINED TOTAL SUB AMOUNT $ 33,500.00
TOTAL CONTRACT AMOUNT: $ 139,010.00

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

Business Name: _-_Hazen and Sawyer

Representative Name/Title: E. Harold McLeod, Sr.,PE/Sr. Principle Engineer

Date: May7, 2026

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

DESA, Inc

Company Name

400 Percival Road

Physical Address

400 Percival Road

Mailing Address

Columbia, SC 29206

City/State Zip Code + 4

(803) 743-1124 ( )

Phone number | Fax number

Daine Sumpter | Antonio Shuler

Primary Contact Name | Secondary Contact Name

dianes@desainc.com | Ashuler@desainc.com

Primary Contact Email Address | Secondary Contact Email Address

57-0816144

Federal ID # | Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

( ) ( )

Phone number | Fax number

Primary Contact Name | Secondary Contact Name

Primary Contact Email Address | Secondary Contact Email Address

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: 7/16/2026

Project Name: Brentwood Court Waterline Relocation

Project #: WM4924

Mentor: Hazen and Sawyer

Protégé: DESA, Inc

Total Project Contract Amount: $**139,010.00**

Mentor Amount: $105,510

Mentor % of Total Contract: 75.90%

Protégé Amount: $33,500

Protégé % of Total Contract: 24.10%

Duration of the Project: 36 months

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.

The mentor and protégé will work together as an integrated team. The protégé will join the mentor in meetings and work together to observe construction.

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

The mentor and protégé will gain experience working with one another. This will help strengthen the teaming arrangement and lead to more work together on future projects.

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.*

Performing this work by the protégé will expand the protégé's experience in relocation projects and construction administration. Working together to integrate data from the field and collaborating to provide construction observation will serve as a reflection of our teaming results.

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:
Hazen: Troy Maciaszek, Harold McLeod

Protégé:
DESA, Inc.: Antonio Shuler

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

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

Special Arrangements:

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

a. Description of Mentor's responsibilities on project:
Hazen will provide the design plans and specifications. During construction Hazen will review all submittals and approve and changes.

b. Description of Protégé responsibilities on project:

The protégé will perform construction observation throughout the project and attend meetings.

c. Description of responsibilities that will be completed as a team:
We will review together what is observed in the field and prepare for meetings together.

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

They will be involved in the preliminary design and construction phases.

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

Monthly progress meetings will be held in the mentor's office and also be available by teams.

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

The protégé will be paid based on monthly invoices submitted by the protégé. The protégé will receive payments within 15 days from when payment is received from the City for services rendered. If hours for construction observation exceed 240 hours, an amendment will be needed.

CITY OF COLUMBIA

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

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

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

EXECUTED by Hazen and Sawyer (Mentor Firm) this 28th day of July 2026.
Corporate SEAL

By: _____
Title: Senior Principal Engineer
Firm Name: Hazen and Sawyer

ATTEST: Oscar Martinez H.
By: _____
Title: Principal Engineer

EXECUTED by _____ (Protégé Firm) this 28th day of July 2026.
Corporate SEAL

By: Diane E. Snyder
Title: President & CEO
Firm Name: DESA, Inc.

ATTEST: Oscar Martinez H. _____
By: _____
Title: Principal Engineer

RECOMMENDED FOR APPROVAL:
EXECUTED by the Office of Business Opportunities - Compliance on this_____day of _____20____.

By: _____

Title: _____

Meeting Date:	**September 1, 2026**
Department:	**Procurement and Contracts**
From:	**Shannon Lizewski, Director**

Council is asked to authorize the City Manager to enter into a new Construction Contract for Project WM4862; Water Main Extension from Howell Court to the Public Works Facility located at 2910 Colonial Drive, as requested by Columbia Water on July 23, 2026. Award to GH Smith Construction, Inc., in an amount not to exceed $81,755.80, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date one hundred twenty (120) days from commencement. This contractor is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects — Water Main Extension from Howell Court to Public Works — Capital Project Costs (5529999-WM486201-658650). The original budget amount is $81,755.80.

This is a Mentor Protégé Program project. GH Smith Construction, Inc. is the mentor and will provide water line installation and project oversight services at 51.71% ($36,760.60) of the total contract amount.

Smoak Construction, LLC, a Minority Business Enterprise (W) located in Little Mountain, SC, is the protégé and will provide onsite work, cleanup, safety control, and inspection services at 20.00% ($14,218.40) of the total contract amount.

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

Staline Waterworks, Inc., located in Columbia, SC, will provide pipe, valves, and fittings supply materials at 28.29% ($20,113.00) of the total contract amount.

Background Summary: Base Bid: $71,092.00
Contingency: $10,663.80
Total: $81,755.80

Attachments:
1. Council Memo
2. Tear Sheet
3. FinalContract.GHSmithConstructionInc.RFQu009-23-24-KDD

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

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

DATE: September 1, 2026

Subject: Recommendation for Approval
266 feet of 6" ductile iron water main to improve water service to Public Works. - Construction Contract

Columbia Water respectfully requests your review and approval of the contract for 266 feet of 6" ductile iron water main to improve water service to Public Works to provide funding for construction. The contract will be awarded to GH Smith in an amount not to exceed $81,755.80. The company is located in Columbia, SC.

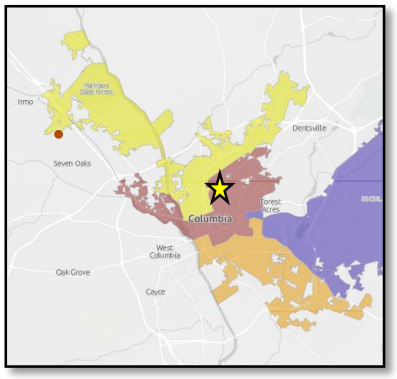
The project will include the installation of 266 feet of 6" ductile iron water main to improve water service to Public Works. The construction will require asphalt parking repair. Construction is expected to be complete in summer 2026. This project is designated as a Mentor Protégé program project.

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

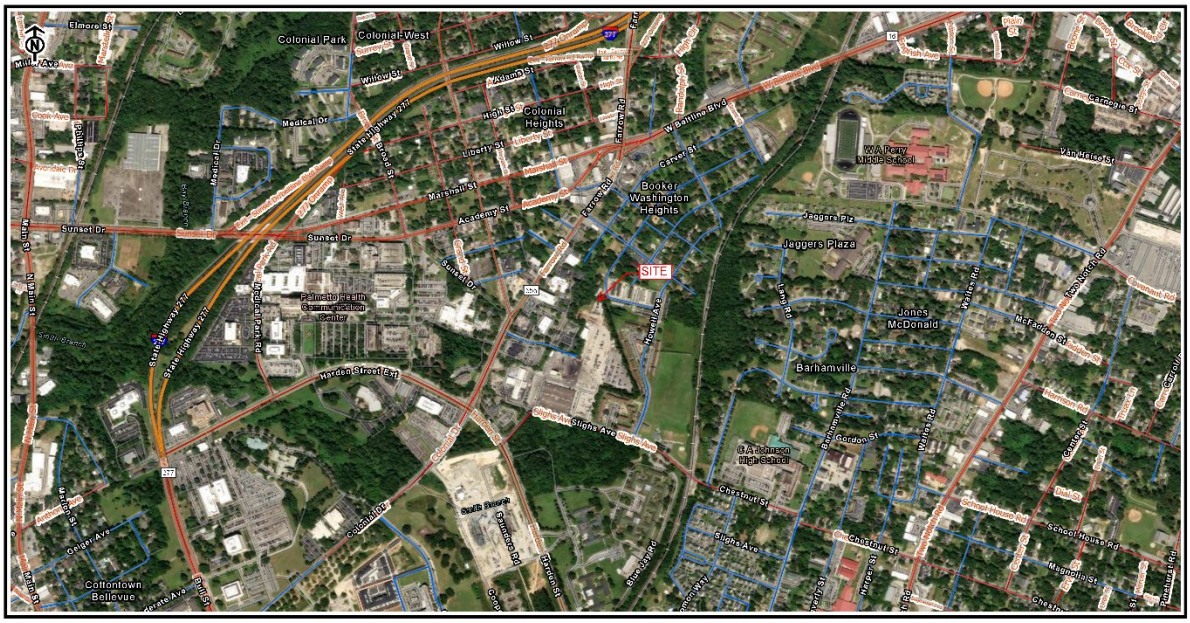
Water Project

WM4862 - Water Main Extension from Howell Ct to Public Works

8/10/2026 3:36 PM



Project Description:	This project involves the installation of 266 feet of 6" ductile iron water main to improve water service to Public Works.
Objectives:	This project aims to improve the water pressure to Public Works for Forestry and Solid Waste Services. The construction contract for this project will be under OBO's Mentor Protégé Program.
Project Type:	Water Pressure Improvement
Council District:	2
Project Funding:	This project is being funded through the City's CIP Program. The total project construction cost with contingency is $81,755.80.
Construction Schedule:	Construction is expected to begin and to continue through Summer 2026.
Project Contact:	Bennie Gable, City of Columbia Engineer Specialist 803.545.4897 |bennie.gable@columbiasc.gov Karen McLane, GH Smith Construction Contractor 803.447.8311 |ghsmithconst@aol.com



Citywide GIS Viewer Map

This map was prepared using the City GIS Viewer
City of Columbia - GIS Division
6/9/2026 3:02 PM

Street & Ownership — Highway — Private
CFCC,Ownership — City Maintained — Others
Interstate — State Maintained

0 0.07 0.15 0.3 mi
1:9,862
1:9,862

CONTRACT

City of Columbia, South Carolina

CIP # WM4862

Name of Project: Water Main Extension from Howell Ct to Public Works

Bid # RFQu009-23-24-KDD

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **GH Smith Construction Inc.,** with legal address and principal place of business at **430 Shuler Court, Columbia, SC 29212** hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by City of Columbia

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **Ninety** (90) consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional **Thirty** (30) consecutive calendar days to final completion for a total construction time of **One Hundred Twenty** (120) consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP). There will be an additional **One Hundred Eighty (180)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Seventy-One Thousand, Ninety-Two Dollars and Zero Cents. ($71,092.00)**. This Contract also provides for an additional contingency in the amount of **Ten Thousand Six Hundred Sixty-Three Dollars and Eighty Cents** ($10,663.80) 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 RFQu009-23-24-KDD

9.2.2. Invitation For Bid.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 – Part 22 (as applicable), all of the City of Columbia's Engineering Regulations.

9.2.7 Special Provisions.

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

9.2.9 Drawings, numbered **1** through **6** inclusive and dated **04/07/2026**.

9.2.10 Addenda numbers **1** to **1**, inclusive.

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

ARTICLE 10. TERMINATION.

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

ARTICLE 11. MISCELLANEOUS.

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

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

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

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

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

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

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Contractor GH Smith Construction Inc	Owner City of Columbia, SC
BY	BY
	Teresa Wilson, City Manager
(CORPORATE SEAL)	APPROVED AS TO FORM Legal Department City of Columbia, SC 07/30/2026
Attest	Attest
Address for giving notices:	APPROVED AS TO FORM Legal Department City of Columbia, SC 07/30/2026
GH Smith Construction, Inc 430 Shuler Court Columbia, SC 29212	Department of Procurements and Contracts 1800 Main Street, 2nd Floor Columbia, SC 29201
Date:	Date:

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

List of Exhibits

Exhibit A- Business Information for Subconsultant(s)

Exhibit B– Approved MPP Implementation Plan (if applicable)

Location Map

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Exhibit A

APPENDIX - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/SUBCONTRACTORS

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

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

Business Name (as shown on W9 or SAM.gov) / SAM.gov Unique Entity ID & CAGE # (REQUIRED)	City of Columbia Vendor number (REQUIRED)	Services and/or Materials Provided	Cost of Services and/or Material ($ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
Smoak Construction LLC Protege	V015917	Water install	$14,218.40	20.00%	WBE, LBE, CDBE	FB
Staline Waterworks Inc-supplier	V017998	Pipe, valves, fittings	$20,113.00	28.29%		

Key: Minority/Women Owned Business Enterprise Association Code

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

COMBINED TOTAL SUB AMOUNT $ 34,331.40

TOTAL CONTRACT AMOUNT: $ 71,092.00

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

Business Name: - GH Smith Construction Inc

Representative Name/Title: Gerald H Smith Pres.

Date: 06/02/26

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Smoak Construction LLC
Company Name

989 Holy Trinity Ch. Rd
Physical Address

Mailing Address

Little Mountain, SC 29075
City/State Zip Code + 4

803 546-7009
( ) Phone number ( ) Fax number

Carol Smoak — Primary Contact Name
Ronnie Smoak — Secondary Contact Name

csmoak@smoakconstruction.com
Primary Contact Email Address — Secondary Contact Email Address

30-1182605 — Federal ID #
015917 — Vendor #

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

Staline Waterworks
Company Name

3020 Bluff Rd
Physical Address

Mailing Address

Columbia SC 29209
City/State Zip Code + 4

( ) 803-797-0500 Phone number ( ) Fax number

Brian Kinder — Primary Contact Name
Secondary Contact Name

brian.kinder@staline.com
Primary Contact Email Address — Secondary Contact Email Address

017998
Federal ID # — Vendor #

CITY OF COLUMBIA

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

MENTOR PROTÉGÉ PROGRAM
Implementation Plan

Date: 6/2/26

Project Name: Howell Ct Water

Project #: WM4862

Mentor: GH Smith Construction Inc

Protégé: Smoak Construction LLC

Total Project Contract Amount: 71,092.00

Mentor Amount: 56,873.60
(including subcontractors or sub consultants amounts)

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

Protégé Amount: 14,218.40

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

Duration of the Project: 90 Days

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 subcontract 20% minimum to Smoak Construction depending on each others workload. Jerry Smith and Tom Smoak will coordinate day to day work, ordering materials, cleanup and safety control.

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

This is a smaller project and will allow Smoak to continue to increase revenue, keep current staff working, and purchase more equipment by doing the majority of work on their and this also provides good training for new employees on the smaller jobs.

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.*

Jerry and Tom will meet weekly to discuss project goals and maintaining safety issues and scheduling. We will also work with their office staff on how to handle their own payroll. We recently helped them get set up with a new accountant that specialized in construction and knows what the bonding company looks for. They continue to increase revenue, produce solid financials and increase bonding capacity.

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:
GH Smith will handle bonding for the project. Jerry Smith will be supervisor while they do most of the work.

Protégé:
Tom Smoak is their supervisor. They will use their own 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?
None		

Special Arrangements:

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

a. Description of Mentor's responsibilities on project:
All of our MPP work has gone well and we expect this one to as well--will be short. Smoak will perform most of the site work and we will handle billing.

b. Description of Protégé responsibilities on project:
Smoak will handle on site work, cleanup, safety concerns, inspections.

c. Description of responsibilities that will be completed as a team:
Completing all testing, billing, ordering materials, seeing that all work is completed to the satisfaction of the COC.

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

This is a very small project and will be completed in less that 60 days--we will work together from start to finish.

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

Meetings will be Mondays normally but we often communicate daily.

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

As soon as GH Smith is paid from COC--we cut a check to Smoak the next day.

CITY OF COLUMBIA

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

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

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

EXECUTED by Gerald H Smith (Mentor Firm) this 3rd day of June 2026.
Corporate SEAL

By: _____
Title: Pres.
Firm Name: GH Smith Construction Inc

ATTEST:
By: _____
Title: V President

EXECUTED by Carol Smoak (Protégé Firm) this 3rd day of June 2026.
Corporate SEAL

By: _____
Title: Owner
Firm Name: Smoak Construction

ATTEST: _____
By: Ron Smoak
Title: Owner

RECOMMENDED FOR APPROVAL:
EXECUTED by the Office of Business Opportunities - Compliance on this_____day of _____20____.

By: _____

Title: _____

Meeting Date: **September 1, 2026**

Department: **Procurement and Contracts**

From: **Shannon Lizewski, Director**

Council is asked to authorize the City Manager to enter into new Sole Source Contracts for several City Departments. Award to multiple vendors, in the total amount of $182,547.95. The initial term of the contracts will take effect upon issuance of the Notice to Proceed with an end date on June 30, 2027 and the option to renew for one additional one-year period.

Item	Vendor & Location	Description	Funding Source	Amount
a.	Transworld, Inc. North Charleston, SC	De-Energized Testing at the Canal Water Treatment Plant, as requested on July 17, 2026.	Utilities Columbia Canal Water Treatment Plant - Special Contracts (5516206-638300). The original budget amount is $91,999.80.	$91,999.80
b.	Templeton and Associates Equipment Sales, Inc. Suwanee, GA	Purchase of a Vaughan Model Suction Chopper Pump and Rebuild of an existing pump for the Metro Wastewater Treatment Plant, as requested on July 20, 2026.	Utilities Metro Wastewater Treatment Plant - Meters, Parts, and Supplies (5516208-625600) $24,985.43; Machinery and Equipment-Capital (658300) $59,562.72; Equipment Repair/Service Supply (631800) $6,000.00; The original budget amount is $90,548.15.	$90,548.15
Total				**$182,547.95**

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

Attachments:

1. Council Memo - Templeton
2. Council Memo - Transworld
3. Templeton & Associates SSA
4. Transworld SSA

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

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

DATE: September 1, 2026

Subject: Recommendation for Approval
Templeton and Associates Purchase Order

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the Templeton and Associates Purchase Order request for Metro Wastewater Treatment Plant Division. Templeton and Associates is the sole source provider for Vaughn Mix Pumps in South Carolina.

The Purchase Order amount is $90,548.15. This request is to fund the procurement of 1 new digester mix pump only for a spare and the rebuild of an existing remix pump. The new purchase will utilize existing pump base plates, coupling, electric motors, and mounting stools.

The purpose of this procurement is to cover the manufacturer expenses for the rehab of an existing pump and the purchase of a new remix pump for the solids Digesters which would allow for contingent pumping capabilities to minimize downtime and operational issues that arise within the digestion process from not being able to mix the digested solids. This will aide in allowing our solids train to continue operating with minimal downtime and limit the impact of solids issues within the facility that could lead to potential discharge permit violations.

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

Columbia Water
Drinking Water • Wastewater • Stormwater

Columbia Canal Water Plant/Utility Operations
300 Laurel Street | Columbia, SC 29201 | (803) 626 8789

DATE: September 1, 2026

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

RE: Recommendation for Approval: OSHA Required Medium Voltage Testing

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The Canal Water Treatment Plant respectfully requests approval to expend $91,999.80 for comprehensive medium voltage electrical testing of the facility's electrical distribution system. Funding for this repair will be provided through the Columbia Canal Water Treatment Plant's Operations and Maintenance budget.

This testing is required on a three-year maintenance cycle to ensure the continued safe and reliable operation of the City's drinking water infrastructure and to meet OSHA requirements.

The Canal Water Treatment Plants ability to continuously operate depends on the reliability of its medium voltage electrical distribution system, which supplies power to high-service pumps, raw water pumps, treatment equipment, chemical feed systems, and other essential infrastructure.

Medium voltage electrical equipment naturally deteriorates over time due to age, heat, vibration, moisture, and repeated electrical loading. Without periodic diagnostic testing and preventative maintenance, electrical failures can occur with little or no warning. A failure of a major electrical component has the potential to shut down significant portions of the treatment process, resulting in costly emergency repairs, extended service interruptions, and potential impacts to the City's ability to provide safe drinking water.

This testing is not simply a maintenance preference; it is a critical safety measure that helps ensure compliance with applicable OSHA electrical safety requirements and recognized industry standards for the maintenance of electrical power distribution systems. The testing identifies deteriorating insulation, loose electrical connections, failing protective relays, transformer deficiencies, circuit breaker problems, and other hidden defects before they develop into catastrophic equipment failures or serious employee safety hazards.

The proposed testing includes specialized inspections and diagnostics that cannot be performed by plant personnel. The work requires certified technicians using highly specialized equipment to evaluate the condition and performance of medium voltage electrical assets while verifying that protective devices operate correctly during electrical fault conditions.

Approving this expenditure provides several important benefits to the City:

- Protects employee safety by identifying electrical hazards before they result in arc flash events or equipment failures.
- Reduces the likelihood of unexpected plant shutdowns and emergency repairs.
- Extends the service life of existing electrical infrastructure through preventative maintenance.
- Verifies that protective devices operate correctly, minimizing damage during electrical faults.
- Helps maintain uninterrupted production of safe drinking water for Columbia's customers.
- Reduces long-term maintenance costs by identifying problems early, before they require major capital replacement.
- Demonstrates the City's commitment to regulatory compliance, sound asset management, and responsible stewardship of public infrastructure.

The Canal Water Treatment Plant has a responsibility to maintain reliable operation of one of the City's most critical public utilities. Investing in routine medium voltage testing is a prudent and fiscally responsible measure that protects employees, preserves critical infrastructure, minimizes operational risk, and ensures the continued delivery of safe, reliable drinking water to the citizens of Columbia.

For these reasons, we respectfully request City Council's approval of the $91,999.80 expenditure for the scheduled three-year medium voltage electrical testing program at the Canal Water Treatment Plant.

Thank you for your consideration and support of this critical infrastructure need.

SOLE SOURCE AGREEMENT
GOODS and/or SERVICES AGREEMENT

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

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

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until June 30, 2027. An option to renew or continue purchasing goods and/or services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

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

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

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

6. Compensation. The total compensation paid by the City to Seller under this AGREEMENT shall not exceed **Ninety Thousand Five Hundred Forty Eight Dollars and 15/100, ($90,548.15)** unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and/or services. Each invoice submitted must describe the items, show payment calculations and specify the person(s) rendering such service(s), if applicable. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

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

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

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

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

☐ WORKERS COMPENSATION INSURANCE: Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Seller shall

require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Seller's Worker Compensation Insurance. The Seller shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this AGREEMENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____ By: _____

Witness: _____ Title: City Manager

Date: _____

TEMPLETON & ASSOCIATES EQUIPMENT SALES, INC.

By: _____ By: _____

Witness: _____ Title: _____

Date: _____

APPROVED AS TO FORM
Legal Department City of Columbia, SC
8/6/2026

CITY OF COLUMBIA

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

Written Determination for Procurement Exceptions

Need/Description:	Rebuild of Vaughn Chopper Pump/Purchase of Replacement
Estimated Budget:	~~$34,705.33~~ $90,548.15
Requisition Number:	R242114 / R242359
End Using Department:	Metro WWTP
City Contracts/Project Mgr:	Stephen Sealey
Proposed Contractor:	Templeton & Associates
Contractor Contact Info:	Mike Dillard - 843-505-8730

Procurement Exception:

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

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

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

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

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

The rebuild of the existing Vaughan Chopper Pump is necessary to establish a compatible spare unit for critical wastewater operations. Rebuilding the existing pump preserves compatibility with the current installation and provides contingent redundancy, allowing the pump to be placed into service quickly in the event of an unexpected equipment failure. Per the manufacturer's sole source letter, Vaughan pumps should only be repaired with genuine Vaughan replacement parts to maintain the integrity, performance and reliability of the equipment. Vaughan Pumps have a variety of patented features included in these parts that you cannot get elsewhere.

For the purchase of the replacement pump:
Templeton & Associates is the appointed Vaughn Company representative for the state of South Carolina and is the only authorized source for the required Chopper Pump. This replacement pump must be fully compatible with the existing Vaughn installation, as the City will be reusing the current base plate, motor mounting stool, coupling and electric motor. Procuring a pump from another manufacturer would require modifications or replacement of these existing components, resulting in additional costs, extended downtime and potential operational issues. Because these massive 12-inch pumps are custom-engineered for specific flow velocities, materials of construction, and motor configurations, they are not sold directly online or through standard retail channels.

Signature of End User Department Head — Date: 7/31/26

NMG

Shannon Lizewski — Date: 8/4/2026

Signature of Purchasing Agent

* Please remove Vaughan's terms and conditions. They must accept the City's terms and conditions.

February 23, 2026

To Whom It May Concern:

The appointed Vaughan Company Representative and sole source for the Industrial and Municipal markets including sales, service and parts in the State of Georgia, North Carolina and South Carolina is:

TEMPLETON & ASSOCIATES
EQUIPMENT SALES
— A FERGUSON COMPANY —

Templeton and Associates (A Ferguson Company)
4324 Brogdon Exchange Ste. 200
Suwanee, GA 30024
Phone: 770-614-8550

Please contact them for pricing, information or any other assistance you require.

As an additional note, Vaughan pumps should be repaired only with genuine Vaughan parts from Vaughan's factory in Montesano, WA. Vaughan pumps work well because of a variety of proprietary and patented features included in these parts.

Sincerely,

Stefanie Vaughan

Stefanie Vaughan
Vaughan Company, Inc.
Phone: 360.249.4042 ext. 227
E-Mail: stefanie@chopperpumps.com

GUARANTEED SINCE Vaughan 1960 PERFORMANCE

TEMPLETON & ASSOCIATES EQUIPMENT SALES — A FERGUSON COMPANY —

TEMPLETON & ASSOC EQUIP SALES
A FERGUSON COMPANY
4324 BROGDON EXCHANGE
SUWANEE, GA 30024-9999
Phone: 770-614-8550

Deliver To:
From: Emily Gardner
emily.gardner@ferguson.com
Comments:

14:50:51 JUL 08 2026

FERGUSON ENTERPRISES LLC #3758
Price Quotation
Phone: 770-614-8550

Bid No: B001726
Bid Date: 07/06/26
Quoted By: EKG

Cust Phone: 803-545-3920
Terms: NET 30 DAYS

Customer: COLUMBIA SC
PO BOX 147
ACCOUNTING
COLUMBIA, SC 29217

Ship To: COLUMBIA SC
PO BOX 147
ACCOUNTING
COLUMBIA, SC 29217

Cust PO#:

Job Name: 1200 SIMMON TREE LANE

Item	Description	Quantity	Net Price	UM	Total
	SN 129496A				
VV106764	WEARPLATE BACKPLATE	2	1961.420	EA	3922.84
VV106765	UPPER CTTR	2	771.230	EA	1542.46
VV114536	CTTR BAR 12W	2	4834.150	EA	9668.30
VV106480	SLV END CAP	2	396.280	EA	792.56
VV850035B	O-RING	2	14.670	EA	29.34
VV801724	SLINGER SEAL	2	128.090	EA	256.18
VV801786	GRSE SEAL END CAP	2	76.050	EA	152.10
VV850375B	BACKPLATE UPPER O-RING BUNA	4	24.010	EA	96.04
VV801730	BRNG NUT	2	21.350	EA	42.70
VV801731	RETAINER	2	10.670	EA	21.34
VV801729	THRUST BRNG	4	428.300	EA	1713.20
VV801783	RADIAL BRNG	2	428.300	EA	856.60
VV850230B	O-RING BUNA	2	20.020	EA	40.04
VV801857B	O-RING WEAR PLT CASE FAB 0.139 X 66	2	36.020	EA	72.04
VV850379B	O-RING CO BUNA-N	2	24.010	EA	48.02
VV850361B	O-RING	2	13.340	EA	26.68
VV850161B	O-RING	2	14.670	EA	29.34
VV801970	LIP SEAL BRNG HSNG	2	92.250	EA	184.50
VV801859	SLINGER BRNG HSNG	2	126.760	EA	253.52
VV106480	SLV END CAP	2	396.280	EA	792.56
VV850469B	O-RING BACKPLATE CASING BUNA-N	2	41.360	EA	82.72
VV850036B	O-RING SEAL SLV BUNA-N	2	14.670	EA	29.34
VV801968B	O-RING SUC PLT- REP V850-391B	2	20.020	EA	40.04
VV109838	SHIM SET EXT CTTR SET OF 5	2	60.050	EA	120.10
VV115004	EXT CTTR	2	1040.750	EA	2081.50
SP-VV115500	SPACER, EXT CUTTER	2	120.300	EA	240.60
VV114266	IMPL 19.0" DIAMETER	1	5570.670	EA	5570.67

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to
complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=3758&on=603

FERGUSON ENTERPRISES LLC #3758
Price Quotation

14:50:51 JUL 08 2026
Reference No: B001726

FFAFSL	FIELD SERV LABOR FEE	1	6000.000	EA	6000.00

Net Total:	$34705.33
Tax:	$0.00
Freight:	$0.00
Total:	$34705.33

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=3758&on=603

TEMPLETON & ASSOCIATES
EQUIPMENT SALES
A FERGUSON COMPANY
4324 BROGDON EXCHANGE ■ SUWANEE, GA 30024 ■ 770.614.8550 ■
WWW.TEMPLETON-ASSOCIATES.COM

Project: City of Columbia Metro WWTP, SC
Replacement for S/N 129496, bare Pumps

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	1	ea	**Vaughan Model HE12W18TS-190 *Bare* Horizontal End Suction Chopper Pump consisting of:** ***Ceramic Epoxy Coated* Casing and Backplate**, cast ductile iron with interior coated with ceramic epoxy. **Impeller, Upper Cutter, and External Cutter,** cast steel, heat treated to minimum Rockwell C60. **Cutter Bar,** alloy steel, heat treated to minimum Rockwell C60. **Shaft**, heat treated steel supported by rolling element bearings. **Bearings**, oil bath lubricated with minimum 100,000 hour L-10 bearing life. **Bearing Housing**, cast ductile iron with sight glass and bronze non-contacting labyrinth bearing isolators at each end. **Flushed Tandem Mechanical Seal**, cartridge-type tandem mechanical seal with ductile iron seal housing, integral stainless steel shaft sleeve, Viton o-rings, and tungsten carbide faces. Customer to provide piping and controls for 3 GPH flush water. **Elastomers**, Buna N **Flanges**, 12" ANSI CL 125 discharge & 18" ANSI CL 150 suction. **Premium Pump Finish**: Solvent wash, sandblast and coat with minimum 30 MDFT Tnemec Perma-Shield PL Series 431 epoxy.		

TOTAL PRICE WITH FREIGHT: $49,580

Applicable Vaughan Pre-Start-up Check Lists are to be completed and submitted prior to scheduling On-Site Startup with an Authorized Vaughan Representative. Start-up activities are limited to the applicable Vaughan Start-up and Certification Check Lists and Vaughan supplied equipment. Vaughan start-up excludes installation, field testing, tools, appurtenances, instrumentation, and video recording.

Note: Customer to reuse existing base plate, motor mounting stool, coupling, and electric motor (75 HP, 705 RPM, 445TC frame.)

Mike Dillard | Templeton & Associates Equipment Sales |
|www.templeton-associates.com| 4324 Brogdon Exchange, Suite 200, Suwanee, GA 30024
|+ 1 770.614.8550 o | Samuel.Dillard@templeton-associates.com

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Project: City of Columbia Metro WWTP, SC
Replacement for S/N 129496, bare Pumps

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL

Pump Performance: 5755 GPM @ 36 FT. TDH
Application: Digester Mixing
Industry: Municipal

PRODUCTION TIME:	ESTIMATED 10-12 WEEKS SHIPMENT AFTER RECEIPT OF APPROVED SUBMITTALS OR RELEASE TO PRODUCTION AND EXECUTED PURCHASE ORDER. ESTIMATED SHIP DATES ARE SUBJECT TO CHANGE DEPENDENT ON MOTOR AVAILABILITY. VAUGHAN CO. WILL ARRANGE SHIPMENT UPON THE RECEIPT OF APPROVED FACTORY TESTS, IF APPLICABLE.
TERMS:	NET 30 DAYS, CONTINGENT ON CREDIT APPROVAL
EXPIRATION:	QUOTATION VALID FOR 60 DAYS

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SOLE SOURCE AGREEMENT
GOODS and/or SERVICES AGREEMENT

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

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

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until June 30, 2027. An option to renew or continue purchasing goods and/or services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

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

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

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

6. Compensation. The total compensation paid by the City to Seller under this AGREEMENT shall not exceed **Ninety One Thousand Nine Hundred Ninety Nine Dollars and 80/100, ($91,999.80)** unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and/or services. Each invoice submitted must describe the items, show payment calculations and specify the person(s) rendering such service(s), if applicable. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

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require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Seller's Worker Compensation Insurance. The Seller shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this AGREEMENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Witness:_____

By:_____

Title: City Manager

Date:_____

APPROVED AS TO FORM
Legal Department City of Columbia, SC
8/5/2026

TRANSWORLD, INC.

By: _____

Witness:_____

By:_____

Title: _____

Date:_____

CITY OF COLUMBIA

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

Written Determination for Procurement Exceptions

Need/Description:	De-Energizing Testing at the Canal WTP
Estimated Budget:	$91,999.80
Requisition Number:	R242012
End Using Department:	Canal WTP
City Contracts/Project Mgr:	Tyler Dillman, 803-733-8339, Tyler.Dillman@columbiasc.gov
Proposed Contractor:	Transworld Inc.
Contractor Contact Info:	Aaron Chilman, achilman@twielectric.com, 843-452-6974

Procurement Exception:

☐ Professional Services where the person employed is customarily employed on a fee basis rather than by competitive bidding (examples: appraiser, architect-engineer, auditor, construction/program manager, legal services, physician)

☐ Negotiations after unsuccessful competitive sealed bidding

☑ Sole Source procurements

- ☑ (1) Where compatibility of equipment, accessories, or replacement parts is the paramount consideration
- ☐ (2) where a sole supplier's item is needed for trial use or testing
- ☐ (3) where a sole supplier's item is to be procured for resale
- ☐ (4) where public utility services are to be procured
- ☐ (5) where the item is one of a kind
- ☐ (6) printed forms, pamphlets, and brochures, exclusive of printing equipment

☐ Emergency procurements

- ☐ (1) threaten the functioning of city government
- ☐ (2) threaten the preservation or protection of property
- ☐ (3) threaten the health or safety of any person

☐ Procurement of information technology

☐ Leasing of real property for governmental use

☐ When purchasing through a competitive online bidding process, including, but not limited to, reverse auctions when the purchasing agent determines that online bidding is more advantageous than other procurement methods provided herein.

☐ Other

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

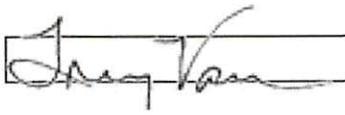
Based upon the following justification, the proposed procurement action described below is being procured pursuant to the authority of City of Columbia, Code of Ordinance, Section 2-204 and Section 2-205.

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

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

Energized Service and Inspections of all TEGG equipment at the Canal WTP.

TEGG is an electrical hazard detection service. Transworld Inc., is the only authorized servicer in the state of South Carolina.



Signature of End User Department Head

07/17/2026

Date

NWG

Shannon Lizewski

Signature of Purchasing Agent

7/30/2026

Date

Pittsburgh
501 Technology Drive
Suite 3000
Canonsburg, PA 15317
Phone: 724.873.2940
Fax: 724.746.1443

Alpharetta
1005 Windward Ridge Pkwy
Alpharetta, GA 30005
Phone: 770.752.9777
Fax: 770.752.9725

January 11, 2024

RE: Transworld, Inc. – Authorized TEGG® Service Contractor
for the Columbia/Charleston/Greenville, South Carolina and
Augusta/Savannah, Georgia Areas

TO WHOM IT MAY CONCERN:

This letter confirms that Transworld, Inc., headquartered at 1553 King Street Extension, Charleston, South Carolina, is the only company licensed by TEGG, an ABM Company, to perform TEGG Service throughout the Columbia/Charleston/Greenville, South Carolina and Augusta/Savannah, Georgia Areas.

TEGG Service is a unique program, and to the best of TEGG's knowledge, no one else performs the scope of services provided by a TEGG Service Contractor.

If you should have any questions, please do not hesitate to contact me.

Sincerely,

Martin A. Keyser
Senior Vice President, Franchise Operations

MAK/ms

Transworld inc
ELECTRICAL CONTRACTORS

Your TEGG SERVICE Provider

PO Box 21373, Charleston, SC 29413 (843) 577-3491 FAX (843) 722-0117

Name: City of Columbia – Canals WWTP	**Job: De-Energized Testing**
Address: 300 Laurel Street	**Phone: 803-626-8789 Dillman, Tyler R <Tyler.Dillman@columbiasc.gov>**
Date: 7/7/2026	

Good Day Tyler:
Transworld Inc Electric is pleased to offer the following quotations for De-Energized Testing:

SCOPE OF WORK:

Total cost for De-Energized Testing: $85,185.00

SWITCHGEAR TESTING
MEDIUM VOLTAGE CIRCUIT BREAKER TESTING

Are based off pictures of equipment reviewed on walk-through of plant,
Any additional Testing tasked to the contract will be at Time & Material rates.

Circuit Breakers, Protection Relays, Switchgear

Visual and Mechanical Inspection

- Inspect physical and mechanical condition.
- Inspect anchorage, alignment, and grounding.
- Verify that all maintenance devices are available for servicing and operating the breaker.
- Clean the unit.
- Inspect moving and stationary contacts for condition, wear, and alignment.
- Verify operation of the breaker are in accordance with manufacturer's published data.
- Perform all mechanical operator and contact alignment tests on both the breaker and its operating mechanism in accordance with manufacturer's published data.
- Inspect bolted electrical connections
- Verify cell fit and element alignment.
- Verify racking mechanism operation.
- Use appropriate lubrication on moving current-carrying parts and on moving and sliding surfaces.
- Record as-found and as-left operation counter readings.

Electrical Tests - Breakers

- Perform resistance measurements through bolted connections.
- Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase- to-ground with the circuit breaker closed, and across each open pole.
- Perform a contact/pole-resistance test.
- Verify correct operation of auxiliary features such as trip and pickup indicators, zone interlocking, electrical close and trip operation, trip-free, and trip unit battery condition.
- Verify operation of charging and racking mechanisms.
- Test LSIG functions of the Protection Relay by means of secondary injection
- With breaker in a test position, perform the following tests:

- Trip and close breaker with the control switch.
- Trip breaker by operating each of its protective relays.
- Perform minimum pickup voltage tests on trip and close coils and record resistances

Transformer Oil Testing

- Remove a sample of insulating liquid Test for Dielectric, Visual/color, Neutralization Number, Specific Gravity, Interfacial Tension, Water Content, Power Factor, Metals Analysis, Oxidation Inhibitor, Furan Test.
- Remove a sample of insulating liquid and perform dissolved-gas analysis (DGA)

****See Attached Scope of Work Annex for full testing outline of Project****

On completion of the inspection and testing, a comprehensive report will be provided complete with test results and recommendations
Test Report Delivery – 4-6 Weeks

MV DET List		***Description***	***Quantity***
5kv Breakers		Eaton	24
MV Air switch		Eaton	5
Relays		SEL-300G	1
Relays		SEL-551	19
Relays		SEL-351S	3
Relays		SEL-735	2
Relays		SEL-700G	1
Switchgear		CAT	4
Voltage Transformers		Eaton	2
Loop Transformers	Incl. Oil Testing	MV Transformers	6

Notes

- Allowance for 8 Technicians on site for 4(four) days, to complete all testing within scope of work
- Daytime working hours not to exceed 10hrs/day
- Any additional work added to scope will be charged at daytime hourly rate

General Customer Responsibilities

Drawings:

- Customer shall supply any drawings needed to verify sizes, coordinate shutdown, and safety lockout procedures
- Customer is responsible for verifying that drawings are accurate
- Drawings will be available prior to scheduling any shutdown or PM work
- **Any protective relay or trip unit settings will be needed prior to scheduling testing of these devices.**

Outage:

- Customer is responsible for scheduling any outage needed with the utility company and pay any fees associated with outages.
- Customer is responsible for coordinating shutdowns with each area affected by any shutdown.
- Customer is responsible for verifying that shutdown procedures are correct and will only affect areas needed.

Access:

- Customer is responsible for coordinating access for all personnel and vehicles on site during all scheduled shutdowns for PM work.
- Customer is responsible for supplying any paperwork needed for access prior to any scheduling of PM work.

- Customer is responsible for providing prior to scheduling any PM work any safety requirements needed, or additional training requirements. If not stated in customer agreement there may be additional costs for safety training needed.

Testing power:

- Customer is not responsible for supplying temporary power and lighting during outages. Transworld or Transworld sub-contractors will provide generators and temporary lights during the duration of outages for testing purposes.

Transworld Inc Electric's estimate to provide this service is based on all work being performed during Times specified on PO. Transworld Inc Electric's standard terms and conditions apply.

Standby Time: When Transworld Inc Electric's service personnel are on the job site but unable to perform services requested because of circumstances beyond Transworld Inc Electric's control, the customer will be charged standby time at the applicable rate for each such Transworld Inc Electric's service person (up to a maximum of eight (8) hours per day per person).

Delays: Transworld Inc Electric's shall not be liable for delays or performance resulting from causes beyond its reasonable control, acts of God, acts or omissions of Buyer, fire, strike or other labor difficulty. Should there be a delay, the date of delivery or performance shall be extended.

Cancellation: Notice of cancellation of services to be performed must be received thirty-six (36) hours prior to the agreed upon date and time. Unless such notification is provided, charges will be incurred. These charges will be Transworld Inc Electric's cost-plus ten percent (10%) and will include any rental equipment for the Project.

Responsibility: All services are performed in accordance with industry standards, project specifications and/or NETA specifications. Where remediation is beyond the scope of normal reliability testing, and where corrective action is required, such services will be quoted separately.

Material: For material purchases in excess of $50,000, Transworld Inc Electric's reserves the option to invoice 50% of the total at the time of material order and the remaining 50% at the time of material delivery.

Termination: An order may be terminated only by mutual written agreement between Buyer and Transworld Inc Electric's and only upon payment of costs and expenses already incurred by Transworld Inc Electric's

Safety: Transworld Inc Electric's agrees to comply with all applicable federal, state, local, National Electric Codes and project safety rules and regulations. Transworld Inc Electric's reserves the right not to perform work that in its opinion violates OSHA Electrical Safety-Related Work Practices; Final Rule or other safety rules and regulations.

Warranties: Transworld Inc Electric warranties its labor for one (1) year. Any materials obtained from Transworld Inc Electric inventory or its suppliers carry a one (1) year warranty.

Acceptance of Proposal --- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customer Signature: _____ Date of Acceptance: _____

Aaron Chilman – Project Consultant – achilman@twieelectric.com

Annex for Scope of Work

City of Columbia – Canals

WWTP

Transworld inc
ELECTRICAL CONTRACTORS

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1.0 Electrical De-Energized Maintenance Services Medium Voltage.

1.1 MV Open Air Ganged Switch

1.1.1 Visual and Mechanical Inspection

1.1.1.1 Inspect physical and mechanical condition.

1.1.1.2 Inspect anchorage, alignment, grounding, and required clearances.

1.1.1.3 Clean the insulators with approved manufacturer recommended cleaning solution.

1.1.1.4 Verify correct blade alignment, blade penetration, travel stops, arc interrupter operation, and mechanical operation.

1.1.1.5 Verify that fuse sizes and types are in accordance with drawings; short-circuit studies, and coordination study.

1.1.1.6 Verify that each fuse holder has adequate mechanical support and contact integrity.

1.1.1.7 Verify bolted connections with use of a low-resistance ohmmeter.

1.1.1.8 Verify tightness of accessible bolted electrical connections by calibrated torque-wrench.

1.1.1.9 Verify operation and sequencing of interlocking systems.

1.1.1.10 Perform mechanical operator tests in accordance with manufacturer's published data.

1.1.1.11 Verify correct operation and adjustment of motor operator limit switches and mechanical interlocks.

1.1.1.12 Use appropriate lubrication on moving current-carrying parts and on moving and sliding surfaces in accordance with the manufacturers published data.

1.1.1.13 Record as-found and as-left operation counter readings.

1.1.2 Electrical Tests

1.1.2.1 Perform resistance measurements through bolted connections with a low-resistance ohmmeter.

1.1.2.2 Perform a contact-resistance test across each switchblade and fuse holder.

1.1.2.3 Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to ground with switch closed and across each open pole. Apply voltage in accordance with manufacturer's published data.

1.1.2.4 Perform a dielectric withstand voltage test on each pole with switch closed. Test each pole-to-ground with all other poles grounded. Test voltage shall be in accordance with manufacturer's published data.

1.1.3 On completion of the inspection and testing, a comprehensive report will be provided complete with test results and recommendations. All test results will also be added to the ELECTRICAL ASSET MANAGEMENT SOFTWARE in their respective location within the database.

1.2 MV Busbars, Structure, Insulators, Hardware

1.2.1 Visual and Mechanical Inspection

1.2.1.1 Inspect physical and mechanical condition.
1.2.1.2 Inspect anchorage, alignment, and grounding.
1.2.1.3 Inspect bolted electrical connections for high resistance using a low-resistance ohmmeter.
1.2.1.4 Verify tightness of accessible bolted electrical connections and bus joints by calibrated torque-wrench.
1.2.1.5 Confirm physical orientation in accordance with manufacturer's labels to insure adequate cooling.
1.2.1.6 Inspect and clean ventilating openings, replace filters.
1.2.1.7 Inspect and clean Insulators.

1.2.2 Electrical Tests

1.2.2.1 Perform resistance measurements through bolted connections and bus joints with a low resistance ohmmeter.
1.2.2.2 Perform insulation resistance tests on each busway for one minute, phase-to-phase and phase to-ground. Apply voltage in accordance with manufacturer's published data.
1.2.2.3 Perform a contact-resistance test on each connection point of uninsulated busway. On insulated busway, measure resistance of assembled busway sections and compare values with the adjacent phases.
1.2.2.4 Verify operation of busway space heaters, measure and record resistances and amperage.

1.2.3 On completion of the inspection and testing, a comprehensive report will be provided complete with test results and recommendations. All test results will also be added to the ELECTRICAL ASSET MANAGEMENT SOFTWARE in their respective location within the database.

1.3 MV Switchgear, Switchboard, Panelboard Assemblies

1.3.1 Visual and Mechanical Inspection

1.3.1.1 Inspect physical, electrical, and mechanical condition including evidence of moisture or corona.

1.3.1.2 Inspect anchorage, alignment, grounding, and required area clearances.

1.3.1.3 Clean the unit with a manufacturer recommended cleaning solution.

1.3.1.4 Verify that fuse and/or circuit breaker sizes and types correspond to drawings and coordination study as well as to the circuit breakers address for microprocessor-communication packages.

1.3.1.5 Verify that current and voltage transformer ratios correspond to drawings.

1.3.1.6 Inspect bolted electrical connections for high resistance using a low-resistance ohmmeter in accordance with manufacturer has published data.

1.3.1.7 Verify tightness of accessible bolted electrical connections by calibrated torque-wrench.

1.3.1.8 Confirm correct operation and sequencing of electrical and mechanical interlock systems.

1.3.1.9 Attempt closure on locked-open devices. Attempt to open locked-closed devices.

1.3.1.10 Make key exchange with all devices included in the interlock scheme as applicable.

1.3.1.11 Use appropriate lubrication on moving current-carrying parts and on moving and sliding surfaces in accordance with the manufacturer's published data.

1.3.1.12 Verify correct barrier and shutter installation and operation.

1.3.1.13 Exercise all active components.

1.3.1.14 Inspect mechanical indicating devices for correct operation.

1.3.1.15 Verify that filters are in place and/or vents are clear.

1.3.1.16 Perform visual and mechanical inspection of instrument transformers in accordance with manufacturer has published data.

1.3.1.17 Inspect control power transformers.

1.3.1.17.1 Inspect for physical damage, cracked insulation, broken leads, and tightness of connections, defective wiring, and overall general condition.

1.3.1.17.2 Verify that primary and secondary fuse ratings or circuit breakers match drawings.

1.3.1.18 Verify correct functioning of draw out disconnecting and grounding contacts and interlocks.

1.3.2 Electrical Tests

1.3.2.1 Perform resistance measurements through bolted electrical connections with a low-resistance ohmmeter.

1.3.2.2 Perform insulation–resistance tests for one minute on each bus section, phase-to-phase and phase-to-ground. Apply voltage in accordance with manufacturer's published data.

1.3.2.3 Determine accuracy of all meters and verify all alarm functions back to the systems operation staff.

1.3.2.4 Verify correct function of control transfer relays located in switchgear with multiple power sources.

1.3.2.5 Verify operation of switchgear/switchboard heaters and their controllers. Record thermostat set points, amperage and resistances.

1.3.2.6 Perform system function tests.

1.3.3 On completion of the inspection and testing, a comprehensive report will be provided complete with test results and recommendations. All test results will also be added to the ELECTRICAL ASSET MANAGEMENT SOFTWARE in their respective location within the database.

1.4 MV Dry-Type Transformers

1.4.1 Visual and Mechanical Inspection

1.4.1.1 Inspect physical and mechanical condition including evidence of moisture and corona.

1.4.1.2 Inspect anchorage, alignment, and grounding.

1.4.1.3 Clean the unit with a brushed vacuum and compressed nitrogen with pressure set at no greater than 80PSI.

1.4.1.4 Verify that control and alarm settings on temperature indicators are as specified and verify the alarms with the systems control staff.

1.4.1.5 Verify that cooling fans operate correctly.

1.4.1.6 Inspect bolted electrical connections for high resistance using a low-resistance ohmmeter.

1.4.1.7 Verify tightness of accessible bolted electrical connections by calibrated torque-wrench.

1.4.1.8 Perform specific inspections and mechanical tests as recommended by the manufacturer.

1.4.1.9 Verify that as-left tap connections are as specified.

1.4.1.10 Verify the presence of surge arresters.

1.4.2 Electrical Tests

1.4.2.1 Perform resistance measurements through bolted connections with a low-resistance ohmmeter.

1.4.2.2 Perform insulation-resistance tests, calculating polarization index. For each winding-to-winding guarding ground and each winding-to-ground guarding the other windings. Apply voltage in accordance with manufacturer's published data.

1.4.2.3 Perform insulation power-factor tests on all windings in accordance with the test equipment manufacturer's published data. With multiple test points at ranging frequencies from 15Hz to 400Hz.

1.4.2.4 Perform a power-factor tip-up test on windings in accordance with the test equipment manufacturer's published data.

1.4.2.5 Perform turns-ratio tests at the designated tap position.

1.4.2.6 Perform an excitation-current test on each phase.

1.4.2.7 Perform leakage reactance to determine transformer impedance in accordance with the test equipment manufacturer's published data.

1.4.2.8 Measure the resistance of each winding at the designated tap position.

1.4.2.9 Measure core insulation resistance at 500 volts dc if the core is insulated and if the core ground strap is removable.

1.4.2.10 Verify correct secondary voltage phase-to-phase and phase-to- neutral after energization and prior to loading.

1.4.3 On completion of the inspection and testing, a comprehensive report will be provided complete with test results and recommendations. All test results will also be added to the ELECTRICAL ASSET MANAGEMENT SOFTWARE in their respective location within the database.

1.5 MV Oil Filled Transformers

1.5.1 Visual and Mechanical Inspection

1.5.1.1 Inspect physical and mechanical condition including evidence of moisture and corona.

1.5.1.2 Inspect anchorage, alignment, and grounding.

1.5.1.3 Verify presence of PCB labeling.

1.5.1.4 Clean the unit.

1.5.1.5 Clean bushings and control cabinets.

1.5.1.6 Verify operation of alarm, control and trip circuits from temperature and level indicators, pressure-relief device, gas accumulator, and fault-pressure relay.

1.5.1.7 Verify that cooling fans operate correctly.

1.5.1.8 Inspect bolted electrical connections for high resistance using a low-resistance ohmmeter.

1.5.1.9 Verify tightness of accessible bolted electrical connections by calibrated torque-wrench.

1.5.1.10 Perform specific inspections and mechanical tests as recommended by the manufacturer.

1.5.1.11 Verify that as-left tap connections are as specified.

1.5.1.12 Verify the presence of surge arresters.

1.5.2 Electrical Tests

1.5.2.1 Perform resistance measurements through bolted connections with a low-resistance ohmmeter.

1.5.2.2 Perform insulation-resistance tests, calculating polarization index. For each winding-to-winding guarding ground and each winding-to-ground guarding the other windings. Apply voltage in accordance with manufacturer's published data.

1.5.2.3 Perform insulation power-factor tests on all windings in accordance with the test equipment manufacturer's published data. With multiple test points at ranging frequencies from 15Hz to 400Hz.

1.5.2.4 Perform a power-factor voltage sweep test on windings in accordance with the test equipment manufacturer's published data.

1.5.2.5 Perform a power factor tests on each bushing equipped with a power-factor/capacitance tap. In the absence of a power factor/capacitance tap, perform hot-collar tests. These tests shall be in accordance with the test equipment manufacturer's published data.

1.5.2.6 Perform turns-ratio tests on all tap positions.

1.5.2.7 Perform an excitation-current test on each phase on all tap positions.

1.5.2.8 Perform leakage reactance to determine transformer impedance in accordance with the test equipment manufacturer's published data.

1.5.2.9 Measure the resistance of each winding on all tap positions.

1.5.2.10 Measure core insulation resistance at 500 volts dc if the core is insulated and if the core ground strap is removable.

1.5.2.11 Remove a sample of insulating liquid in accordance with ASTM D923. Test for ASTM D1816, D974, D1298, D971, D1500, D1524, D1533, D924.

1.5.2.12 Remove a sample of insulating liquid in accordance with ASTM D3613 and perform dissolved-gas analysis (DGA) in accordance with ASTM D3612.

1.5.2.13 Verify correct secondary voltage phase-to-phase and phase-to- neutral after energization and prior to loading.

1.5.3 On completion of the inspection and testing, a comprehensive report will be provided complete with test results and recommendations. All test results will also be added to the ELECTRICAL ASSET MANAGEMENT SOFTWARE in their respective location within the database.

1.6 MV Surge Arrestors

1.6.1 Visual and Mechanical Inspection

1.6.1.1 Inspect physical and mechanical condition.

1.6.1.2 Inspect anchorage, alignment, and grounding.

1.6.1.3 Clean the unit with the manufacturer has recommended cleaning solution.

1.6.1.4 Inspect bolted electrical connections for high resistance using a low-resistance ohmmeter.

1.6.1.5 Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method.

1.6.1.6 Verify that the ground lead on each device is individually attached to a ground bus or ground electrode.

1.6.1.7 Verify that stroke counter, if present, is correctly mounted and electrically connected.

1.6.2 Electrical Tests

1.6.2.1 Perform resistance measurements through bolted connections with a low-resistance ohmmeter.

1.6.2.2 Perform insulation-resistance tests from phase terminals(s) to case for one minute. Test voltage and minimum resistance shall be in accordance with manufacturer's published data.

1.6.2.3 Test the grounding connection in accordance with manufacturer has published data.

1.6.2.4 Perform a watts-loss test in accordance with test equipment manufacturer's published data.

1.6.3 On completion of the inspection and testing, a comprehensive report will be provided complete with test results and recommendations. All test results will also be added to the ELECTRICAL ASSET MANAGEMENT SOFTWARE in their respective location within the database.

1.7 MV Vacuum Circuit Breakers

1.7.1 Visual and Mechanical Inspection

1.7.1.1 Inspect physical and mechanical condition.

1.7.1.2 Inspect anchorage, alignment, and grounding.

1.7.1.3 Clean the unit with manufacturer recommended cleaning solution.

1.7.1.4 Inspect vacuum bottle assemblies.

1.7.1.5 Measure critical distances such as contact gap as recommended by the manufacturer.

1.7.1.6 If recommended by the manufacturer, slow close/open the breaker and check for binding, friction, contact alignment, contact sequence, and penetration.

1.7.1.7 Perform all mechanical operation tests on the operating mechanism in accordance with manufacturer's published data.

1.7.1.8 Inspect bolted electrical connections for high resistance using of a low-resistance ohmmeter.

1.7.1.9 Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer has published data.
1.7.1.10 Verify cell fit and element alignment.
1.7.1.11 Verify racking mechanism operation.
1.7.1.12 Inspect vacuum bellows operation.
1.7.1.13 Use appropriate lubrication on moving current-carrying parts and on moving and sliding surfaces in accordance with manufacturer's published data.
1.7.1.14 Record as-found and as-left operation counter readings.

1.7.2 Electrical Tests

1.7.2.1 Perform resistance measurements through bolted connections with a low-resistance ohmmeter.
1.7.2.2 Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to ground with circuit breaker closed and across each pole with the breaker open. Apply voltage in accordance with manufacturer's published data.
1.7.2.3 Perform a contact/pole-resistance test.
1.7.2.4 With breaker in a test position, perform the following tests:
1.7.2.4.1 Trip and close breaker with the control switch.
1.7.2.4.2 Trip breaker by operating each of its protective relays.
1.7.2.4.3 Verify mechanism charge, trip-free, and antipump functions.

1.7.2.5 Perform minimum pickup voltage tests on trip and close coils and record resistances
1.7.2.6 Perform power-factor or dissipation-factor tests on each pole with the breaker open and each phase with the breaker closed.
1.7.2.7 Perform a vacuum bottle integrity (dielectric withstand voltage) test across each vacuum bottle with the breaker in the open position in strict accordance with manufacturer has published data.

1.7.3 On completion of the inspection and testing, a comprehensive report will be provided complete with test results and recommendations. All test results will also be added to the ELECTRICAL ASSET MANAGEMENT SOFTWARE in their respective location within the database.

1.8 MV Starters

1.8.1 Visual and Mechanical Inspection

1.8.1.1 Inspect physical and mechanical condition.
1.8.1.2 Inspect anchorage, alignment, and grounding.

1.8.1.3 Clean the unit with manufacturer recommended cleaning solution.

1.8.1.4 Inspect vacuum bottle or air interrupter assemblies.

1.8.1.5 Measure critical distances such as contact gap as recommended by the manufacturer.

1.8.1.6 Perform all mechanical operation tests on the operating mechanism in accordance with manufacturer's published data.

1.8.1.7 Inspect bolted electrical connections for high resistance using of a low-resistance ohmmeter.

1.8.1.8 Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer has published data.

1.8.1.9 Verify cell fit and element alignment.

1.8.1.10 Verify racking mechanism operation.

1.8.1.11 Inspect vacuum bellows operation.

1.8.1.12 Use appropriate lubrication on moving current-carrying parts and on moving and sliding surfaces in accordance with manufacturer's published data.

1.8.1.13 Record as-found and as-left operation counter readings.

1.8.2 Electrical Tests

1.8.2.1 Perform resistance measurements through bolted connections with a low-resistance ohmmeter.

1.8.2.2 Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to ground with circuit breaker closed and across each pole with the starter open. Apply voltage in accordance with manufacturer's published data.

1.8.2.3 Perform a contact/pole-resistance test.

1.8.2.4 With starter in a test position, perform the following tests:

1.8.2.4.1 Trip and close starter with the control switch.

1.8.2.4.2 Trip starter by operating each of its protective relays.

1.8.2.4.3 Verify mechanism charge, trip-free, and antipump functions.

1.8.2.5 Perform minimum pickup voltage tests on trip and close coils and record resistances

1.8.2.6 Perform a vacuum bottle integrity (dielectric withstand voltage) test across each interrupter with the starter in the open position in strict accordance with manufacturer has published data.

1.8.3 On completion of the inspection and testing, a comprehensive report will be provided complete with test results and recommendations. All test results will also be added to the ELECTRICAL ASSET MANAGEMENT SOFTWARE in their respective location within the database.

1.9 MV Protective Relays Microprocessor-Based

1.9.1 Visual and Mechanical Inspection

1.9.1.1 Record model number, style number, serial number, firmware revision, software revision, and rated control voltage(s).

1.9.1.2 Download all events from the event recorder in filtered and unfiltered mode before performing any tests on the relay. Download the sequence-of-events recorder prior to testing the relay.

1.9.1.3 Download the sequence of events, maintenance data, and statistical data prior to testing the relay.

1.9.1.4 Verify operation of light-emitting diodes, display, and targets.

1.9.1.5 Record passwords for all access levels.

1.9.1.6 Clean the front panel and remove foreign material from the case.

1.9.1.7 Check tightness of connections.

1.9.1.8 Verify that the frame is grounded in accordance with manufacturer's instructions.

1.9.1.9 Download settings and logic from the relay. Print a copy of the settings for the report and compare the settings to those specified in the coordination study.

1.9.1.10 Verify relay displays the correct date and time. Compare relay time to actual time and record the differential.

1.9.1.11 Inspect, clean, and verify operation of shorting devices.

1.9.2 Electrical Tests

1.9.2.1 Apply voltage or current to all analog inputs and verify correct registration of the relay meter functions.

1.9.2.2 Verify metering data back to the system control operators.

1.9.2.3 Protection Elements

1.9.2.3.1 Check functional operation of each element used in the protection scheme.

1.9.2.4 Control Verification

1.9.2.4.1 Check operation of all active digital inputs.

1.9.2.4.2 Check all output contacts, preferably by operating the controlled device such as circuit breaker, auxiliary relay, or alarm.

1.9.2.4.3 Check all internal logic functions used in the protection scheme.

1.9.2.4.4 Upon completion of testing, reset all min/max records and fault counters. Delete sequence-of-events records and all event records.

1.9.2.4.5 Verify trip and close coil-monitoring functions.

1.9.2.4.6 Verify relay communication and indications such as protection operate, protection fail, communication fail, fault recorder trigger back to the system control operators.

1.9.2.4.7 Verify all communication links are operational.

1.9.3 On completion of the inspection and testing, a comprehensive report will be provided complete with test results and recommendations. All test results will also be added to the ELECTRICAL ASSET MANAGEMENT SOFTWARE in their respective location within the database.

1.10 MV Power Meters

1.10.1 Visual and Mechanical Inspection

1.10.1.1 Inspect meters and cases for physical damage.

1.10.1.2 Clean front panel.

1.10.1.3 Check tightness of electrical connections.

1.10.1.4 Record model number, serial number, firmware revision, software revision, and rated control voltage.

1.10.1.5 Verify operation of display and indicating devices.

1.10.1.6 Record passwords.

1.10.1.7 Verify unit is grounded in accordance with manufacturer's instructions.

1.10.1.8 Verify unit is connected in accordance with manufacturer's instructions and project drawings.

1.10.1.9 Download settings from the meter, print a copy of the settings for the report, and compare the settings to those specified.

1.10.2 Electrical Tests

1.10.2.1 Apply voltage or current as appropriate to each analog input and verify correct measurement and indication on the front screen and to the system operators.

1.10.2.2 Confirm correct operation and setting of each auxiliary input/output feature in use, including mechanical relay, digital, and analog.

1.10.2.3 Confirm measurements and indications are consistent with loads present.

1.10.3 On completion of the inspection and testing, a comprehensive report will be provided complete with test results and recommendations. All test results will also be added to the ELECTRICAL ASSET MANAGEMENT SOFTWARE in their respective location within the database.

1.11 MV Cabling

1.11.1 Visual and Mechanical Inspection

1.11.1.1 Inspect exposed sections of cables for physical damage and evidence of overheating and corona.

1.11.1.2 Inspect terminations and splices for physical damage, evidence of overheating, and corona.

1.11.1.3 Inspect bolted electrical connections for high resistance using use of a low-resistance ohmmeter.

1.11.1.4 Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method.

1.11.1.5 Inspect compression-applied connectors for correct cable match and indentation.

1.11.1.6 Inspect shield grounding and cable support.

1.11.1.7 Verify that visible cable bends meet or exceed manufacturer's minimum allowable bending radius.

1.11.1.8 Inspect fireproofing in common cable areas.

1.11.1.9 If cables are terminated through window-type current transformers, inspect to verify that neutral and ground conductors are correctly placed and that shields are correctly terminated for operation of protective devices.

1.11.2 Electrical Tests

1.11.2.1 Perform resistance measurements through bolted connections with a low-resistance ohmmeter.

1.11.2.2 Perform an insulation-resistance test individually on each conductor with all other conductors and shields grounded. Apply voltage in accordance with manufacturer's published data.

1.11.2.3 Perform a shield-continuity test on each power cable by ohmmeter method.

1.11.2.4 Dielectric Withstand

1.11.2.4.1 Very low frequency (VLF) dielectric withstand voltage test to be completed for 15 minutes individually on each conductor with all other conductors and shields grounded.

1.11.3 On completion of the inspection and testing, a comprehensive report will be provided complete with test results and recommendations. All test results will also be added to the ELECTRICAL ASSET MANAGEMENT SOFTWARE in their respective location within the database.

2.0 Electrical De-Energized Maintenance Services Low Voltage

2.1 LV Switchgear

2.1.1 Visual and Mechanical Inspection

- 2.1.1.1 Inspect physical, electrical, and mechanical condition including evidence of moisture or corona.
- 2.1.1.2 Inspect anchorage, alignment, grounding, and required area clearances.
- 2.1.1.3 Clean the unit with a manufacturer recommended cleaning solution.
- 2.1.1.4 Verify that fuse and/or circuit breaker sizes and types correspond to drawings and coordination study as well as to the circuit breakers address for microprocessor-communication packages.
- 2.1.1.5 Verify that current and voltage transformer ratios correspond to drawings.
- 2.1.1.6 Inspect bolted electrical connections for high resistance using a low-resistance ohmmeter.
- 2.1.1.7 Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method.
- 2.1.1.8 Confirm correct operation and sequencing of electrical and mechanical interlock systems.
- 2.1.1.9 Attempt closure on locked-open devices. Attempt to open locked-closed devices.
- 2.1.1.10 Make key exchange with all devices included in the interlock scheme as applicable.
- 2.1.1.11 Use appropriate lubrication on moving current-carrying parts and on moving and sliding surfaces in accordance with the manufacturer's published data.
- 2.1.1.12 Verify correct barrier and shutter installation and operation.
- 2.1.1.13 Exercise all active components.
- 2.1.1.14 Inspect mechanical indicating devices for correct operation.
- 2.1.1.15 Verify that filters are in place and/or vents are clear.
- 2.1.1.16 Perform visual and mechanical inspection of instrument transformers in accordance with manufacturer has published data.
- 2.1.1.17 Inspect control power transformers.
  - 2.1.1.17.1 Inspect for physical damage, cracked insulation, broken leads, and tightness of connections, defective wiring, and overall general condition.
  - 2.1.1.17.2 Verify that primary and secondary fuse ratings or circuit breakers match drawings.
- 2.1.1.18 Verify correct functioning of draw out disconnecting and grounding contacts and interlocks.

2.1.2 Electrical Tests

2.1.2.1 Perform resistance measurements through bolted electrical connections with a low-resistance ohmmeter.

2.1.2.2 Perform insulation–resistance tests for one minute on each bus section, phase-to-phase and phase-to-ground. Apply voltage in accordance with manufacturer's published data.

2.1.2.3 Determine accuracy of all meters and verify all alarm functions back to the systems operation staff.

2.1.2.4 Verify correct function of control transfer relays located in switchgear with multiple power sources.

2.1.2.5 Verify operation of switchgear/switchboard heaters and their controllers. Record thermostat set points, amperage and resistances.

2.1.2.6 Perform system function tests.

2.1.3 On completion of the inspection and testing, a comprehensive report will be provided complete with test results and recommendations. All test results will also be added to the ELECTRICAL ASSET MANAGEMENT SOFTWARE in their respective location within the database.

2.2 LV Rack Out Air Circuit Breakers

2.2.1 Visual and Mechanical Inspection

2.2.1.1 Inspect physical and mechanical condition.

2.2.1.2 Inspect anchorage, alignment, and grounding.

2.2.1.3 Verify that all maintenance devices are available for servicing and operating the breaker.

2.2.1.4 Prior to cleaning the unit, perform as-found tests, if required.

2.2.1.5 Clean the unit with a manufacturer recommended cleaning solution.

2.2.1.6 Inspect arc chutes.

2.2.1.7 Inspect moving and stationary contacts for condition, wear, and alignment.

2.2.1.8 Verify that primary and secondary contact wipe and other dimensions vital to satisfactory operation of the breaker are correct.

2.2.1.9 Perform all mechanical operator and contact alignment tests on both the breaker and its operating mechanism in accordance with manufacturer's published data.

2.2.1.10 Inspect bolted electrical connections for high resistance using a low-resistance ohmmeter.

2.2.1.11 Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method.

2.2.1.12 Verify cell fit and element alignment.

2.2.1.13 Verify racking mechanism operation.

2.2.1.14 Use appropriate lubrication on moving current-carrying parts and on moving and sliding surfaces in accordance with manufacturer's published data.

2.2.1.15 Verify protection settings to coordination study.

2.2.2 Electrical Tests

2.2.2.1 Perform resistance measurements through bolted connections with a low-resistance ohmmeter.
2.2.2.2 Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to ground with the circuit breaker closed, and across each open pole.
2.2.2.3 Perform a contact/pole-resistance test.
2.2.2.4 Test functions of the trip unit by means of secondary injection.
2.2.2.5 Perform minimum pickup voltage test on shunt trip and close coils and record resistances.
2.2.2.6 Verify correct operation of auxiliary features such as trip and pickup indicators, zone interlocking, electrical close and trip operation, trip-free, antipump function, and trip unit battery condition.
2.2.2.7 Reset all trip logs and indicators.
2.2.2.8 Verify operation of charging mechanism.

2.2.3 On completion of the inspection and testing, a comprehensive report will be provided complete with test results and recommendations. All test results will also be added to the ELECTRICAL ASSET MANAGEMENT SOFTWARE in their respective location within the database.

2.3 LV Molded Case Circuit Breakers

2.3.1 Visual and Mechanical Inspection

2.3.1.1 Inspect physical and mechanical condition.
2.3.1.2 Inspect anchorage and alignment.
2.3.1.3 Clean the unit with manufacturer recommended cleaning solution.
2.3.1.4 Operate the circuit breaker to insure smooth operation.
2.3.1.5 Inspect bolted electrical connections for high resistance using a low-resistance ohmmeter.
2.3.1.6 Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method.
2.3.1.7 Inspect operating mechanism, contacts, and arc chutes in unsealed units.
2.3.1.8 Verify trip settings with coordination study.

2.3.2 Electrical Tests

2.3.2.1 Perform resistance measurements through bolted connections with a low-resistance ohmmeter.

2.3.2.2 Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to ground with the circuit breaker closed, and across each open pole.

2.3.2.3 Perform a contact/pole-resistance test.

2.3.2.4 Test functions of the trip unit by means of secondary injection.

2.3.2.5 Verify correct operation of auxiliary features such as trip and pickup indicators, zone interlocking, electrical close and trip operation, trip-free, antipump function, and trip unit battery condition.

2.3.2.6 Reset all trip logs and indicators.

2.3.2.7 Verify operation of charging mechanism.

2.3.3 On completion of the inspection and testing, a comprehensive report will be provided complete with test results and recommendations. All test results will also be added to the ELECTRICAL ASSET MANAGEMENT SOFTWARE in their respective location within the database.

Meeting Date: **September 1, 2026**

Department: **Procurement and Contracts**

From: **Shannon Lizewski, Director**

Council is asked to authorize the City Manager to enter into a new Professional Services Contract for Project SS6911; Sanitary Sewer Root Control, as requested by Columbia Water on April 28, 2026. Award to Duke's Root Control, Inc., in an amount not to exceed $663,829.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date one hundred eighty-three (183) days from commencement. This firm is located in Elgin, IL.

Funding Source: Utilities Wastewater Maintenance - Professional Services (5516205-636600). The original budget amount is $663,829.00.

Background Summary:

Attachments:

1. Council Memo
2. Final.Contract.DukesRootControl.BID035-25-26-WRO
3. CivicPlus Memo Item SS6911 Sanitary Sewer Root Control Project- ...

COLUMBIA WATER - WASTEWATER MANAGEMENT DIVISION

MEMORANDUM

TO: Columbia City Council
FROM: Stephen L. Nabholz, Project Manager, Columbia Water, Wastewater Maintenance
DATE: September 1, 2026
RE: Award Recommendation - SS6911(26-27) Sanitary Sewer Root Control

Recommendation
Columbia Water respectfully requests City Council approval to award Contract SS6911(26-27), Sanitary Sewer Root Control, to Duke's Root Control, Inc. in the amount of $663,829.00, funded from the FY 2026-27 Wastewater Maintenance O&M budget (Object Code 5516205-636600).

Background
This annual maintenance contract provides chemical root control treatment of gravity sewer piping across the City's sanitary sewer system, supporting the Gravity Sewer System Operations and Maintenance Program (GSOMP) and the City's obligations under its EPA/SCDES Consent Decree by reducing root-related Sanitary Sewer Overflows (SSOs) and Infiltration and Inflow (I&I). The contract is structured as an Invitation for Bid, with an initial term through June 30, 2027 and up to three (3) one-year renewal options at the original bid rates, at the City's discretion.

Procurement Summary
- Opinion of Probable Cost (OPC): $650,000.00
- Apparent low, responsive, responsible bidder: Duke's Root Control, Inc.
- Bid amount: $663,829.00 (approximately 2.1% above the OPC)
- Funding: FY 2026-27 O&M, Object Code 5516205-636600

The bid was evaluated by Procurement and Columbia Water staff and found to be responsive to the solicitation requirements. Sufficient FY 2026-27 O&M funds are budgeted to cover the award amount.

CONTRACT

City of Columbia, South Carolina

CIP #: SS6911

Name of Project: Sanitary Sewer Root Control

Bid #: BID035-25-26-WRO

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **Duke's Root Control, Inc.** with legal address and principal place of business at **1707 N. Randall Road, Suite 180, Elgin, Illinois, 60123**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **One Hundred Eighty-Three (183)** consecutive calendar days from the said date of commencement date as defined in the Notice to Proceed (NTP). There will be an additional **one hundred eighty (180)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Six Hundred Sixty-Three Thousand, Eight Hundred Twenty-Nine Dollars and Zero Cents ($663,829.00)**.

ARTICLE 5. APPLICATIONS FOR PAYMENT.

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

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

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

ARTICLE 7. LIQUIDATED DAMAGES.

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

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

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

ARTICLE 8. ASSURANCE.

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Bidder's Response including Bid Form.

9.2.3 This Contract.

9.2.4 Performance and Payment Bond.

9.2.5 Part 15 General Specifications, all of the City of Columbia's Engineering Regulations. Part 20: Specifications for Sodding, Fertilizing, and seeding.

9.2.6 Special Provisions.

9.2.7 Specifications-*SS6911 Project Manual*

9.2.8 Drawings, numbered **RB01** through **GC17,** inclusive and dated May 11,2026.

9.2.9 Addenda numbers **1** to **1,** inclusive.

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

ARTICLE 10. TERMINATION.

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

ARTICLE 11. MISCELLANEOUS.

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

11.2 Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, Contractor shall not assign any monies due or to become due without the prior written consent of Owner. In case Contractor assigns all or

any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

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

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

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

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

Contractor	Owner
Duke's Root Control, Inc.	City of Columbia, SC
BY Richelle Owens	BY
Richelle Owens, Chief of Staff	Teresa Wilson, City Manager
(CORPORATE SEAL)	
Attest	Attest
Christina Urbina, CS Team Lead	
Address for giving notices:	Address for giving notices:
Duke's Root Control, Inc.	Department of Procurements and Contracts
1707 N. Randall Rd., Ste 180	1800 Main Street, 2nd Floor
Elgin, IL 60123	Columbia, SC 29201
Date: 8/12/206	Date:

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

APPROVED AS TO FORM
Legal Department City of Columbia, S
08/04/2026

APPENDIX - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/SUBCONTRACTORS

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

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

Business Name (as shown on W9 or SAM.gov) / SAM.gov Unique Entity ID & CAGE # (Required)	City of Columbia Vendor number (Required)	Services and/or Materials Provided	Cost of Services and/or Material ($ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
None - N/A				%		
				%		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

COMBINED TOTAL SUB AMOUNT $ None - N/A

TOTAL CONTRACT AMOUNT: $ 663,829.00

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

Business Name: Duke's Root Control, Inc.
Representative Name/Title: Matt Fishbune, CEO & President
Date: 07/20/2026

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

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

From: Ayesha Driggers, Director
Office of Business Opportunities

Date: August 21, 2026

Subject: New Contract- Sanitary Sewer Root Control Project
(SS6911)

There were no subcontracting opportunities for this project. The prime contractor will self perform all the work on the project. The City has only received bids from Dukes Root Control, Inc. for this scope of work.

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

Meeting Date:	**September 1, 2026**
Department:	**Legal**
From:	**Jeff Palen, Assistant City Manager / CFO**

Ordinance No.: 2026-065 — Granting an encroachment to Lady Street Associates for the use of the right of way areas of the 1200 block of Marion Street and the 1300 block of Gervais Street for the installation and maintenance of sidewalks and irrigation adjacent to 1331 Gervais Street, Richland County TMS# 11401-03-03 and 11401-03-07

First reading approval was given on August 18, 2026.

Background Summary:

Attachments:

1. 2026-065 - Huntington Bank Gervais St
2. encroachment case packet

ORDINANCE NO.: 2026-065

Granting an encroachment to Lady Street Associates for the use of the right of way areas of the 1200 block of Marion Street and the 1300 block of Gervais Street for the installation and maintenance of sidewalks and irrigation adjacent to 1331 Gervais Street, Richland County TMS# 11401-03-03 and 11401-03-07

WHEREAS, Lady Street Associates, (hereinafter "Grantee") desires to utilize a portion of the right of way areas of the 1200 block of Marion Street and the 1300 block of Gervais Street for the installation and maintenance of sidewalks measuring approximately eight (8') in width thirty (30') feet in length and irrigation adjacent to 1331 Gervais Street, as shown on the attached drawings; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this _____ day of _____, 2026, that Grantee is hereby granted the right to use the right of way areas of the 1200 block of Marion Street and the 1300 block of Gervais Street adjacent to 1331 Gervais Street, Richland County TMS# 11401-03-03 and 11401-03-07, for the installation and maintenance of sidewalks measuring approximately eight (8') in width thirty (30') feet in length and irrigation, as shown on the attached drawings.

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

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

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.

LEGAL DEPARTMENT DRAFT

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

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Grantee is responsible for maintaining landscaping and improvements.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

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

Requested by:

Jeff Palen, Assistant City Manager

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

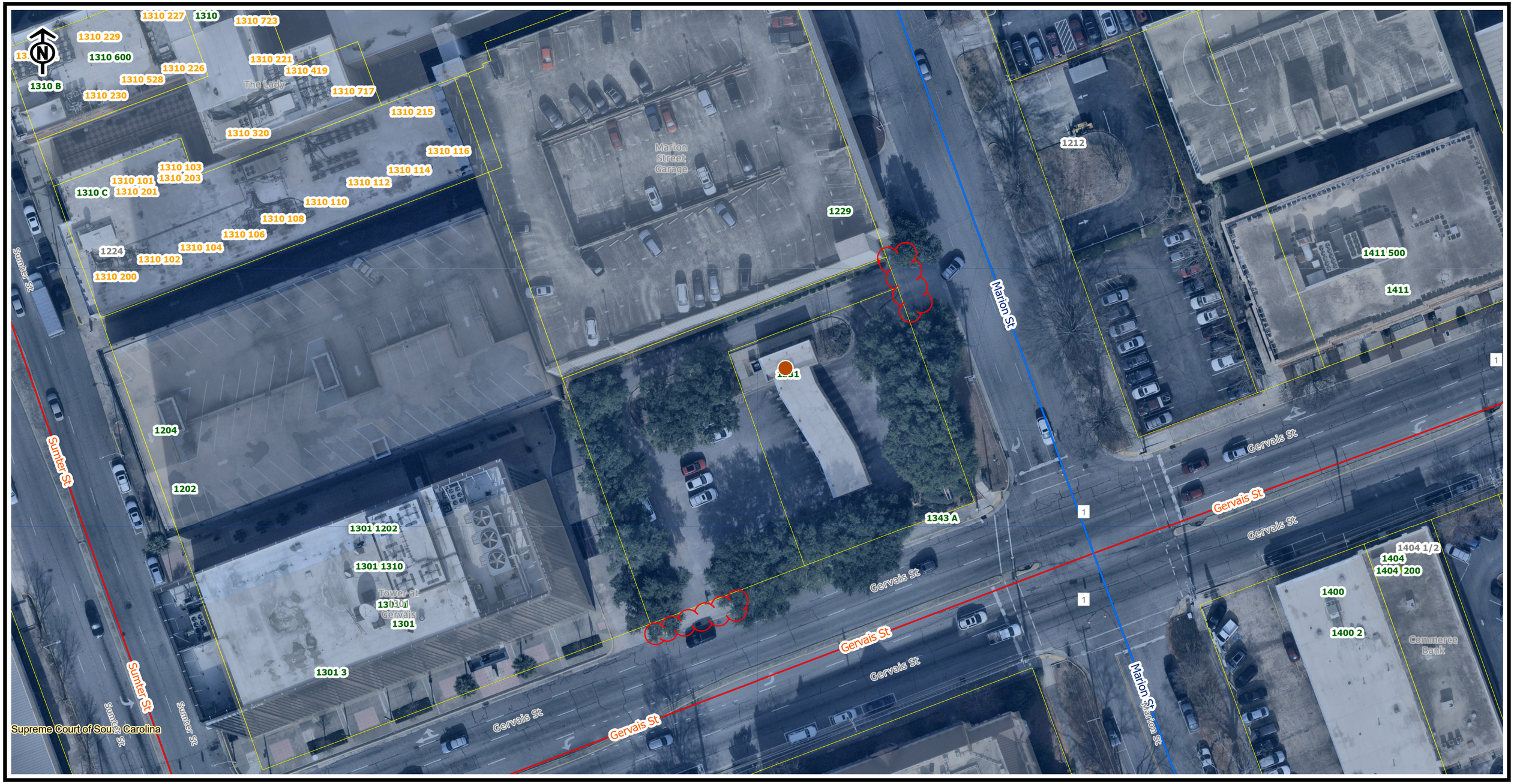
LEGAL DEPARTMENT DRAFT

CITY COUNCIL
ENCROACHMENT SUMMARY
2026-065

1200 BLOCK OF MARION STREET AND THE 1300 BLOCK OF GERVAIS STREET ADJACENT TO 1331 GERVAIS STREET SIDEWALKS AND IRRIGATION

Subject Property:	Right-of-way adjacent to 1331 Gervais Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of sidewalks and irrigation.
Applicant:	Huntington Bank
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for the installation and maintenance of sidewalks measuring approximately eight (8') feet in width thirty (30') feet in length and irrigation adjacent to 1331 Gervais Street, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees.



Citywide GIS Viewer Map

This map was prepared using
the City GIS Viewer
City of Columbia - GIS Division
7/24/2026 9:22 AM

CITY OF Columbia

Address Point
Custom
InActive
Multi Unit
Others
Single Family

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

City Maintained
State Maintained
Private
Others
Columbia City Limits

FEMA Flood Hazard Area
FLD_ZONE, ZONE_SUBTY
AE - Floodway
AE - 100yr Flood Plain
A - No Base Flood Elevation
X - 500yr Flood Plain

Near Map Cache
RGB
Red: Red
Green: Green
Blue: Blue

0 0.01 0.01 0.02 mi
1:725
1:725

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.

FEMA, Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, GIS, GIS, PDS

Permanent Encroachment
Application and Checklist

4. Project Description

Provide a brief description of the project and list all items that will placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

The proposed development is a branch bank with drive-thru on a 0.63 acres lot. An existing driveway shall be demolished, including the removal of asphalt, curb and gutter, and sidewalk. A new driveway is proposed on Marion Street in approximately the same location as the existing driveway. Along with this driveway, new asphalt, curb and gutter, and sidewalk ramps area proposed. The proposed development will install a 1" irrigation line, a 1" irrigation meter, and 1.5" Type "K" Copper water line connected to an existing water meter and water line within the right-of-way. Installation of these utilities will involve the removal and repair of a section of concrete sidewalk.

For staff use only

Date received (M/D/Y): _____/_____/_____ By: _____

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

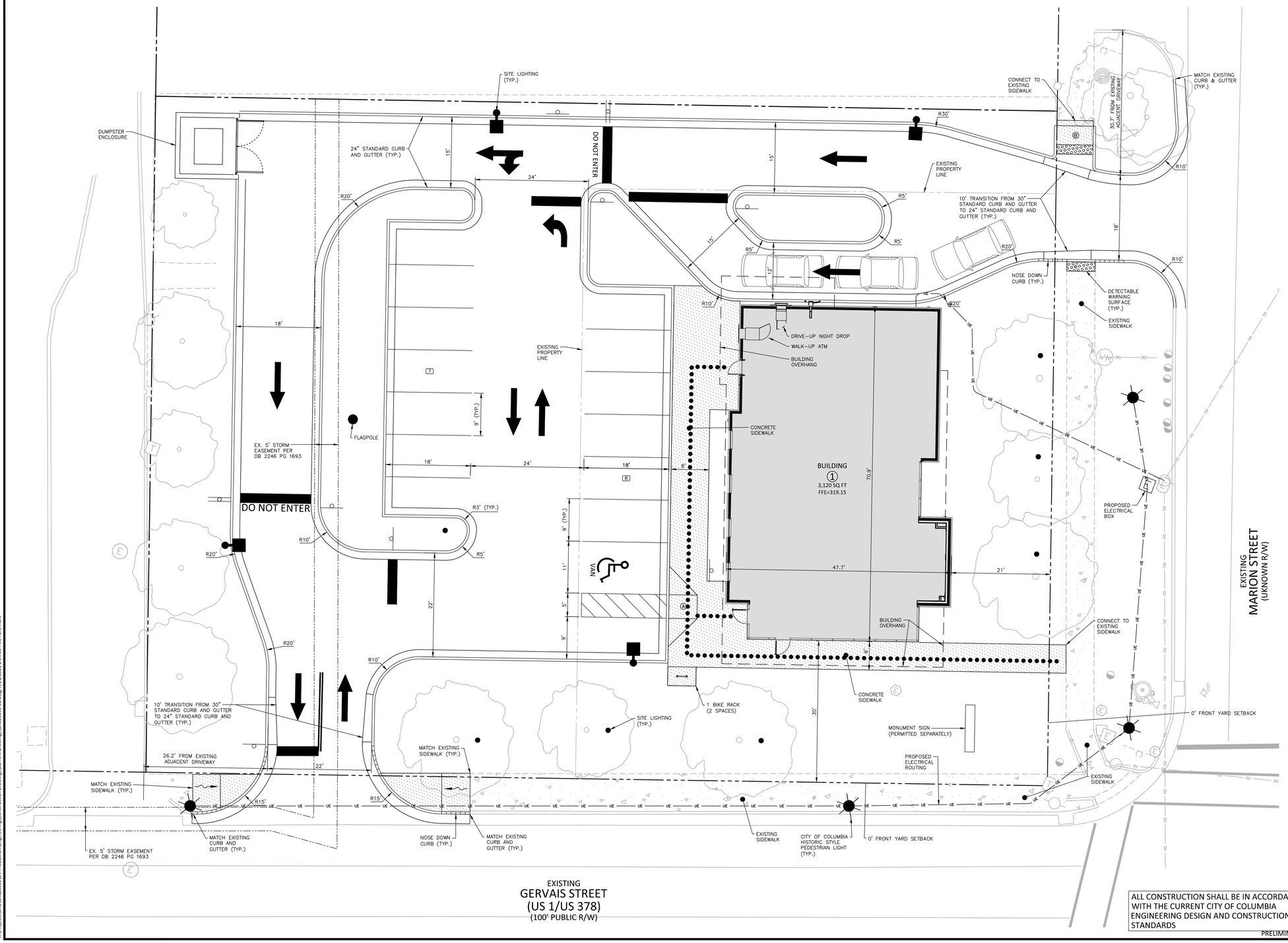
Signature of Applicant	
Print Name Graham Andres, PE	Date 6/16/2026

SITE LEGEND

SIGNAGE
POWER POLE
TRAFFIC DIRECTIONAL ARROW
VAN ACCESSIBLE PARKING STALL
PARKING SPACE COUNT
ACCESSIBLE RAMPS
ACCESSIBLE ROUTE
PROPERTY LINE
RIGHT-OF-WAY LINE
TREE CONSERVATION

GENERAL NOTES:

1. 100 AMP MILBANK INSTALLATION BY CONTRACTOR. LOCATION TO BE DETERMINED.



ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT CITY OF COLUMBIA ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

Know what's below. Call before you dig.

GRAPHIC SCALE
0 5 10 20
1 inch = 10 ft.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street, Suite 500
Raleigh, NC 27603

phone 919. 361. 5000
fax 919. 361. 2269
SC license number: 552, 402

www.mcadamsco.com

CLIENT

GENSLER
101 SOUTH TRYON ST, SUITE 2100
CHARLOTTE, NC 28280

Gensler

HUNTINGTON BANK COLUMBIA DOWNTOWN
LAND DISTURBANCE REVIEW
1331 GERVAIS STREET
COLUMBIA, SOUTH CAROLINA 29201

SOUTH CAROLINA PROFESSIONAL ENGINEER NO. 26702 GRAHAM M. AMRES — NOT FOR CONSTRUCTION

THE JOHN R. McADAMS CO. DURHAM, NC C-00552 — CERTIFICATE OF AUTHORIZATION — NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	DESCRIPTION
1	03. 30. 2026	RESPONSE 1ST CITY COMMENTS
2	06. 15. 2026	1ST SCDOT SUBMITTAL & CITY ENCROACHMENT
3	-	-
4	-	-
5	-	-
6	-	-

PLAN INFORMATION

PROJECT NO.	GNL25035
FILENAME	GNL25035-S1
CHECKED BY	GMA
DRAWN BY	RMB / PSH
SCALE	1" = 10'
DATE	02. 13. 2026

SHEET

SITE PLAN

C2.00

X:\Projects\GNL\GNL25035\04-Production\Engineering\Construction Drawings\Current Drawings\GNL25035-S1.dwg, 7/21/2026 2:34:53 PM, Paris Hunt

Meeting Date:	**September 1, 2026**
Department:	**Legal**
From:	**Jeff Palen, Assistant City Manager / CFO**

Ordinance No.: 2026-068 — Granting an encroachment to 836 Catawba LLC for the use of the right of way area of the 800 block of Catawba Street for the installation and maintenance of sidewalks adjacent to 836 Catawba Street, Richland County TMS# 08913-06-01

First reading approval was given on August 18, 2026.

Background Summary:

Attachments:
1. 2026-068 - 836 Catawba
2. 2026-068 - case summary packet

ORDINANCE NO.: 2026-068

Granting an encroachment to 836 Catawba LLC for the use of the right of way area of the 800 block of Catawba Street for the installation and maintenance of sidewalks adjacent to 836 Catawba Street, Richland County TMS# 08913-06-01

WHEREAS, 836 Catawba LLC, (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 800 block of Catawba Street for the installation and maintenance of sidewalks measuring approximately five (5') in width one hundred seventy (170') feet in length adjacent to 836 Catawba Street, as shown on the attached drawings; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this _____ day of _____, 2026, that Grantee is hereby granted the right to use the right of way area of the 800 block of Catawba Street adjacent to 836 Catawba Street, Richland County TMS# 08913-06-01, for the installation and maintenance of sidewalks measuring approximately five (5') in width one hundred seventy (170') 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:

LEGAL DEPARTMENT DRAFT

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.

3. Grantee is responsible for maintaining landscaping and improvements.

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

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

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

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

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

Requested by:

Jeff Palen, Assistant City Manager

Approved by:

_____
Mayor

_____
City Manager

Approved as to form:

ATTEST:

_____
Deputy City Attorney

_____
City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

CITY COUNCIL
ENCROACHMENT SUMMARY
2026-068

800 BLOCK OF CATAWBA STREET
ADJACENT TO 836 CATAWBA STREET
SIDEWALKS

Subject Property:	Right-of-way adjacent to 836 Catawba Street
Council District:	3
Proposal:	The applicant is requesting an encroachment for installation and maintenance of sidewalks.
Applicant:	836 Catawba LLC
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for the installation and maintenance of sidewalks measuring approximately five (5') feet in width one hundred seventy (170') feet in length adjacent to 836 Catawba Street, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

Citywide GIS Viewer Map

This map was prepared using
the City GIS Viewer
City of Columbia - GIS Division
7/24/2026 9:54 AM

CITY OF Columbia

Address Point

Custom

- InActive
- Multi Unit
- Others
- Single Family

Tax Parcel

Building Footprint

Street & Ownership

CFCC,Ownership

- Interstate
- Highway
- City Maintained
- State Maintained
- Private
- Others
- Columbia City Limits

FEMA Flood Hazard Area

FLD_ZONE, ZONE_SUBTY

- AE - Floodway
- AE - 100yr Flood Plain
- A - No Base Flood Elevation
- X - 500yr Flood Plain

Near Map Cache

RGB

- Red: Red
- Green: Green
- Blue: Blue

0 0 0.01 0.01 mi

1:435

1:435

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.

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Permanent Encroachment
Application and Checklist

4. Project Description

Provide a brief description of the project and list all items that will placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

This project consists of a three unit multi-family development, driveway, parking, sidewalks, and landscape improvements.

Improvements to the City's right-of-way will include a permanent driveway connection to Catawba Street and new sidewalk from the driveway along Catawba Street connecting to the existing sidewalk along Lincoln Street.

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

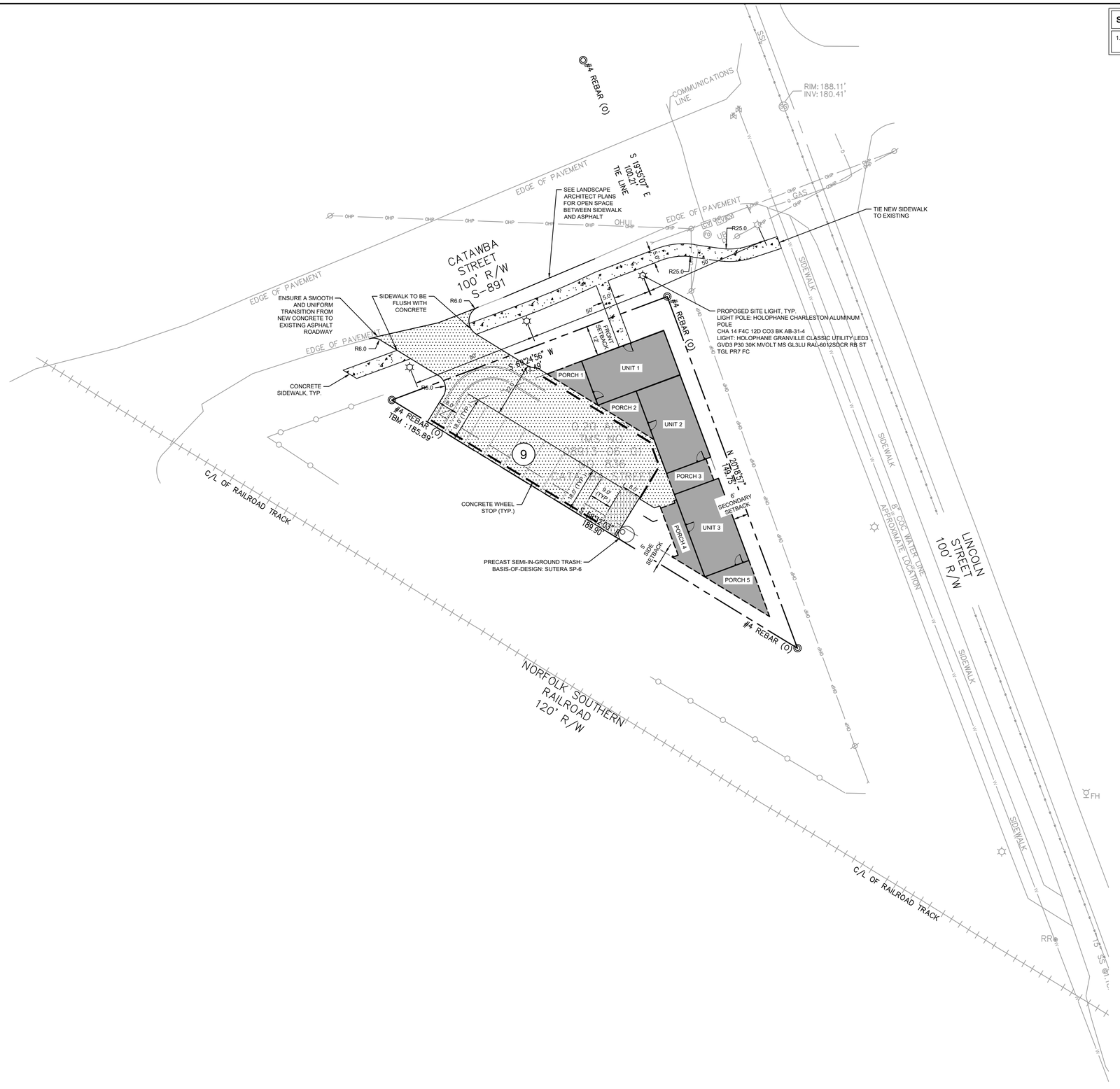
Signature of Applicant	
Print Name Will Gaston	Date 06/12/2026

SITE PLAN NOTES

1. SEE SHEET C0-01 & C0-02 FOR SITE DEVELOPMENT PLAN NOTES.

SITE LEGEND

	PROPOSED RIGHT OF WAY
	PROPOSED BUILDING SETBACK
	PROPOSED LOT LINES
	PROPERTY LINE
A	PROPOSED SITE NOTE
	PROPOSED STRIPING (SEE STRIPING LEGEND THIS SHEET)
	PROPOSED CONCRETE SIDEWALK
	PROPOSED STANDARD DUTY CONCRETE PVMT (PER APPLICABLE COG DETAIL)
	PROPOSED BUILDING PAD (SEE DETAIL SHEETS)



GRAPHIC SCALE IN FEET
0 10 20 40

NORTH

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2026 KIMLEY-HORN AND ASSOCIATES, INC.
802 GERVAIS STREET, SUITE 201
COLUMBIA, SOUTH CAROLINA 29201
PHONE: (803) 309-4250
WWW.KIMLEY-HORN.COM

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION
KIMLEY-HORN AND ASSOCIATES, INC
No. C00166

SOUTH CAROLINA LICENSED PROFESSIONAL ENGINEER
No. 31683
GEP
PIERCE
7/17/2026

CLIENT:
LAFAYE CUSTOM HOMES
624 SUNSET BOULEVARD
WEST COLUMBIA, SC 29169
PHONE: (803) 888-6000

PROJECT:
CATAWBA STREET DEVELOPMENT
COLUMBIA, SC 29205

TITLE:
SITE PLAN

KHA PROJECT NO.
015056001

DATE: 06/12/2026
SCALE: AS SHOWN
DRAWN BY: JHV
DESIGNED BY: JHV
CHECKED BY: GEP

SHEET NUMBER
C3-00

SC811

Drawing name: K:\COL_PRJ\Projects\015056 lafaye living\001 - catawba street development\02 - DWG\plansheets\C3-00 - SITE PLAN.dwg C3-00 SITE PLAN Jul 17, 2026 10:31am by: Alex.Darr
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Meeting Date:	**September 1, 2026**
Department:	**Legal**
From:	**Clint Shealy, Assistant City Manager**

Ordinance No.: 2026-075 - Approval for Granting an Easement to Dominion Energy South Carolina, Inc. for the new Olympia Fire Station on Bluff Road; Richland County TMS#11204-02-06 and TMS#11204-02-34; CF#DPI-2025-06-0028

First reading approval was given on August 18, 2026.

Background Summary:

Attachments:

1. memo__Council Agenda Item__Dominion Energy Easement for Olympia Fire Station (8-6-2026)
2. 2026-075 - Dominion Easement__Olympia Fire Station

CITY OF COLUMBIA
DEPARTMENT OF ENGINEERING

INTER-OFFICE MEMORANDUM

TO: Erika Hammond, City Clerk

FROM: Gale Nash, Engineering Real Estate Manager

SUBJECT: **COUNCIL AGENDA ITEM – Ordinance No. 2026-075**
Approval for Granting an Easement to Dominion Energy for the new Olympia Fire Station on Bluff Road; Richland County TMS#11204-02-06 & 34; CF#DPI-2025-06 0028

DATE: August 6, 2026 INITIALS: *gbn*

Dominion Energy has made a request for an easement for the installation of overhead and underground electric lines and appurtenances to serve the new Olympia Fire Station.

The plans have been reviewed by the Department of Engineering and there are no conflicts with existing utilities or planned City utilities on the subject property.

This project broke ground on February 4, 2026 and is scheduled for completion in 18 months.

The Engineering Department recommends approval.

Thank you for your assistance with this matter.

GN

ORDINANCE NO.: 2026-075

Approval for Granting an Easement to Dominion Energy South Carolina, Inc. for the new Olympia Fire Station on Bluff Road; Richland County TMS#11204-02-06 and TMS#11204-02-34; CF#DPI-2025-06-0028

WHEREAS, Dominion Energy South Carolina, Inc. has made a request for an easement along the subject City-owned properties for construction of overhead and underground electric lines and appurtenances to serve the new Olympia Fire Station; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ___ day of _____, 2026, for and in consideration of the sum of One and No/100 ($1.00) Dollar, each to the other paid, the City Manager is hereby authorized to execute an easement on behalf of the City of Columbia to Dominion Energy South Carolina, Inc. or its successor in title for ingress, egress, installation and maintenance of overhead and underground electric lines and appurtenances along the subject properties.

The referenced easement is shown on drawing prepared by Dominion Energy South Carolina, Inc. for the Olympia Fire Station, dated April 15, 2026, last revised May 14, 2026, Drawing C-85927, sheet 1 of 1 for Easement #908036, and being on file in the office of the Department of Engineering, City of Columbia, South Carolina under City file reference #DPI-2025-06-0028. A copy of said drawing being attached hereto and made a part hereof as Exhibit "A".

Requested by:

Clint Shealy, Assistant City Manager

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

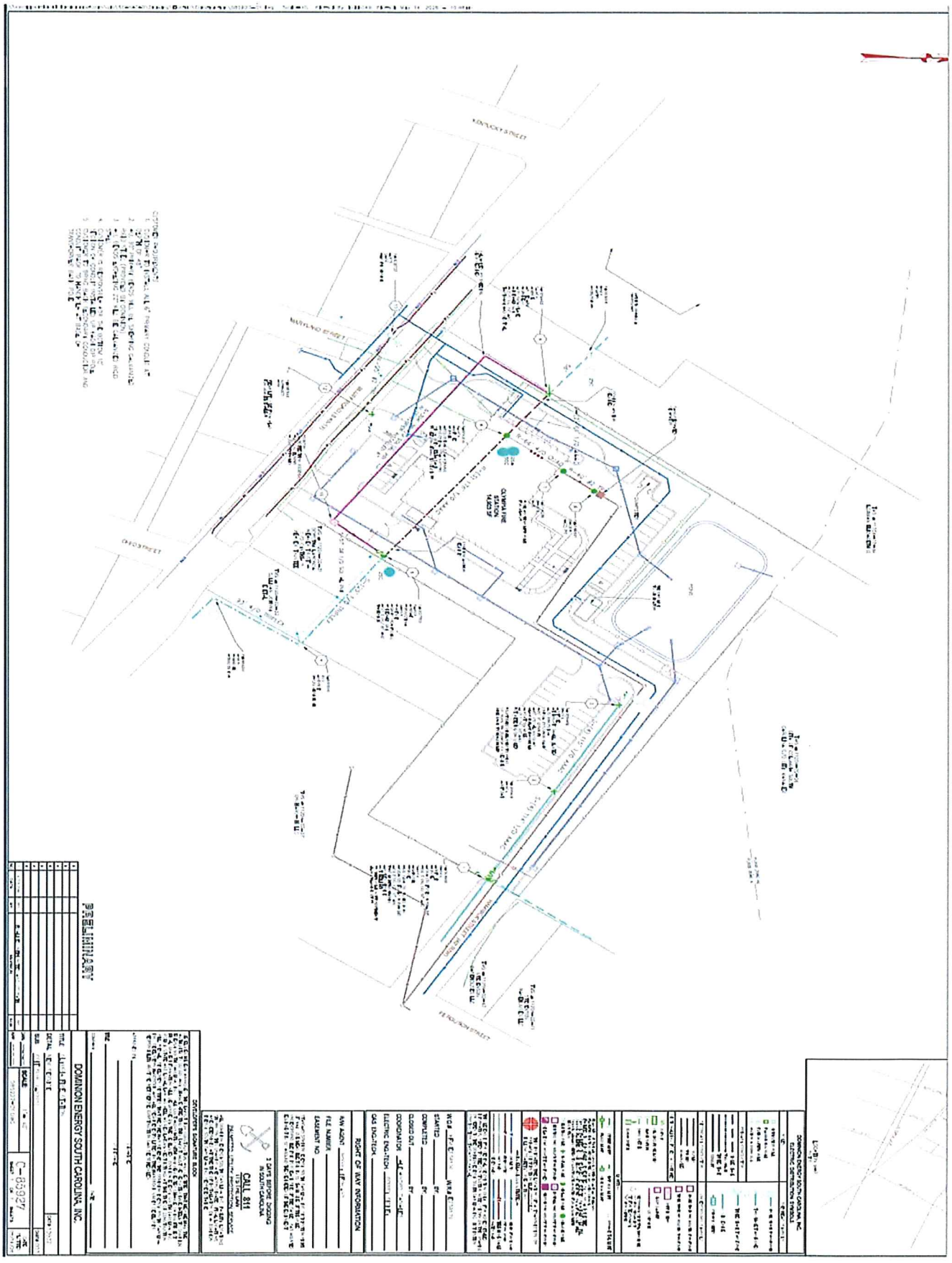
ATTEST:

_____
City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

EXHIBIT "A"



Meeting Date:	**September 1, 2026**
Department:	**Legal**
From:	**Henry Simons, Assistant City Manager**

Ordinance No.: 2026-076 — Authorizing the City Manager to execute an Office Lease Agreement between the City of Columbia and Huitzi The Bus Coffee Shop for office space located at 1401 Main Street

First reading approval was given on August 18, 2026.

Background Summary:

Attachments:

1. 2026-076 - Lease between City and Huitzi the Bus Coffee Shop
2. 2026-076 - Lease agreement

ORDINANCE NO.: 2026-076

Authorizing the City Manager to execute an Office Lease Agreement between the City of Columbia and Huitzi The Bus Coffee Shop for office space located at 1401 Main Street

BE IT ORDAINED by the Mayor and City Council this _____ day of _____, 2026, that the City Manager is hereby authorized to execute the Office Lease Agreement between the City of Columbia and Huitzi The Bus Coffee Shop for office space located at 1401 Main Street, or in a form to be approved by the City Attorney, between the City of Columbia and Huitzi The Bus Coffee Shop, for the terms and conditions therein contained.

Requested by:

Henry Simons, Assistant City Manager

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Last revised: 8/10/2026

OFFICE
LEASE AGREEMENT

BY AND BETWEEN

CITY OF COLUMBIA

AND

HUITZI THE BUS COFFEE SHOP

DATED
JULY 7, 2026

LG
July 30 2026

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Exhibits (if any)

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OFFICE LEASE
(GROSS LEASE)

THIS LEASE is made and entered into on the 7th day of July 2026, by and between City of Columbia, hereinafter called "Landlord", and Huitzi The Bus Coffee Shop hereinafter called "Tenant."

WITNESSETH:

In consideration of the covenants and agreements of the respective parties herein contained, the parties hereto, for themselves, their heirs, successors, distributees, administrators, legal representative and permitted assigns, do hereby agree as follows:

A. DEMISED PREMISES:

Landlord demises and leases to Tenant and Tenant agrees to lease from Landlord, for the term and upon the rental, covenants and agreements herein set forth those certain Demised Premises located in the State of South Carolina, County of Richland, in or near the City of Columbia, having an address of 1401 Main Street and more specifically described as follows:

Per Exhibit "A"
Per Exhibit "B"

B. TERM AND DELIVERY OF DEMISED PREMISES:

TO HAVE TO HOLD said Demised Premises unto Tenant for a term of 3 years beginning on the 1st day of October 2026 and ending at midnight on the 30th day of September 2029.

It is further agreed and understood that if Landlord is unable to deliver possession of the Demised Premises to the Tenant at the commencement of the term of this Lease because of the retention of possession thereof by parties other than Landlord, or because Landlord is unable to get the Demised Premises ready for occupancy by Tenant, then Landlord shall not be liable to Tenant for damages and this Lease shall not terminate, provided however, that Tenant shall have no obligation to pay hereunder until possession of the Demised Premises is delivered to Tenant. Landlord shall use all reasonable diligence to deliver possession of the Demised Premises to Tenant at the commencement of the within term.

It is anticipated that possession may be had on September 1st , 2026, however, if for any reason Landlord fails to give possession of the Demised Premises on that date, then this Lease and payment of rent will commence as of the day possession is given with the further understanding that possession must be had by October 1st, 2026, or Tenant may terminate this Lease by written notice given prior to the Landlord's tendering possession of the Demised Premises to the Tenant. If the term of this Lease shall commence on a day other than the first day of a calendar month, rental shall be paid for the portion of the month in proportion to the monthly rental rate as herein provided and the Lease shall be extended so as to cause the expiration of the term to be on the last day of the last month of the term.

C. COVENANTS AND CONDITIONS OF LEASE:

This Lease is made on the following covenants and conditions which are expressly agreed to by Landlord and Tenant:

1. **RENT:** Tenant covenants and agrees to pay as rental to Landlord the annual sum of $36,000.00, said sum to be in lawful money of the United States, payable in equal monthly installments of $3,000.00 or as outlined in Paragraph 32 of this Lease agreement. Said rental shall be payable monthly in advance to the offices of City of Columbia. Rent is due on the first day of each month and shall not be withheld for any reason whatsoever. Said rent shall be considered delinquent if not received by the 10th day of the month. In the event Tenant shall fail to pay each rental on the due date a late charge of one and one-half (1½%) percent of the monthly rental, compounded monthly with a minimum of Ten and no/100 ($10.00) Dollars per month, shall be added to the rental and paid to Landlord for each such late payment, and the same shall be treated as additional rent.

2. **AUTHORIZED USE:** Tenant agrees not to abandon or vacate the Demised Premises, not to use them for other than normal office purposes and not to use or permit them to be used for any offensive, noisy or dangerous trade or business, or in violation of any act or omission which will increase the rate of insurance on the Demised Premises, and if such rate be increased, Tenant agrees to pay Landlord such increased cost of insurance. Tenant will not obstruct entries and passageways so as to interfere with the use thereof by other tenants.

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3. **TENANT ALTERATIONS:** Except as otherwise provided herein, Tenant shall not make, or suffer to be made, any alterations of the Demised Premises, or any part thereof, without the prior written consent of the Landlord. Any such alterations or improvements, whether made with or without Landlord's permission, and including, but not limited to, permanent partitions, wall to wall carpeting, lighting, or attached shelving, shall, at the option of the Landlord, become the property of the Landlord (with no obligation of Landlord to pay for same) and may not be removed unless requested by the Landlord. Tenant may install at its expense and without Landlord's consent trade fixtures, movable office partitions, furniture and equipment and other personal property, and may remove same at any time provided that Tenant is not in default of this Lease and that any damage to the Demised Premises caused thereby shall be repaired by Tenant. Tenant shall not install or maintain any equipment, partitions, furniture, or apparatus, the weight or operation of which would tend to injure or be detrimental to the Demised Premises or unreasonably annoy or disturb other Tenants. Tenant shall at all times keep the Demised Premises free and clear of any lien or encumbrance of any kind created by Tenant's act under this paragraph or otherwise or by its omission.

4. **TENANT'S MAINTENANCE AND REPAIR OF DEMISED PREMISES:** Tenant agrees not to suffer or commit any waste and to keep and to do whatever is necessary to maintain the interior of its Demised Premises in good condition and repair, natural deterioration by ordinary use and reasonable wear, fire, the elements, and acts of God excepted. Tenant shall replace all broken glass in the Demised Premises except when such breakage may be covered by Landlord's normal fire and extended coverage insurance policy, and shall repair any damage, willful or otherwise, to the Demised Premises, caused by it, its agents, invitees or clients.

5. **LANDLORD'S MAINTENANCE AND REPAIR OF DEMISED PREMISES:** Landlord shall at its own expense keep and maintain in good repair and working order the plumbing, roof, foundation and exterior walls, electricity. Landlord shall at its own expense, keep and maintain in good repair and working order the HVAC. Landlord agrees to make all repairs that may become necessary by reason of fire, acts of war, insurrection or riot, earthquake, other elements including damage by termites, fungus growth or dry rot. Landlord shall be under no obligation to inspect the Demised Premises and Tenant shall be responsible for notifying Landlord in writing of any needed repairs after which Landlord shall have a reasonable time in which to make such repairs. Landlord shall not be held liable for any damage to Tenant for failure to make any such repairs unless due to Landlord's gross negligence.

6. **SERVICES AND UTILITIES FURNISHED BY LANDLORD:** Landlord shall, at its own expense, supply to Tenant in or upon the Demised Premises during the term of this Lease the following services and utilities only as specifically indicated:

Yes (a) electricity and heating and air conditioning furnished by Landlord

Yes (b) hot and cold running water in restrooms.

Yes (c) chilled drinking water within reasonable distance of the Demised Premises .

Yes (d) elevator service either attended or non-attended at Landlord's option.

No (e) janitorial services nightly Monday – Friday Except Holidays

Yes (f) pest control, including termite extermination.

Yes (g) replacement of light bulbs to Landlord's lighting fixtures

Yes (h) building management by City of Columbia, Phone # _____.

No (i) parking - see paragraph #10.

_____(j) other:_____.

Landlord shall not be liable for failure to furnish any of the foregoing when such failure is caused by accidents or conditions beyond the control of Landlord, or by repairs, labor disturbances or disputes of any character whether resulting from or caused by Landlord or otherwise; nor shall Landlord be liable under any circumstances for loss of or injury to property, however occurring, through or in connection with or incidental to the furnishing of any of the foregoing, nor shall any such failure relieve Tenant from duty to pay the full amount of rent herein reserved, or constitute or be construed as a constructive or other eviction of Tenant.

7. **INCREASE IN COST OF SERVICES AND REPAIRS:** N/A

8. **PAYMENT OF TAXES AND OTHER ASSESSMENTS:** N/A

9. **SUBORDINATION OF LEASE:** It is agreed that the rights of the Tenant hereunder shall be and shall remain subordinate to the right and lien of any bona fide mortgage placed upon said Demised Premises by Landlord during or before the term of this Lease, and if requested by mortgagee, Tenant will execute a subordination agreement.

10. **PARKING:** N/A

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11. **ENTRY BY LANDLORD:** Landlord shall have the right to enter the Demised Premises at reasonable times for the purpose of inspection, posting notices or supervising any necessary repairs and maintenance required herein to be performed by Landlord. Sixty (60) days prior to the expiration of this Lease, Landlord may post suitable notice on the Demised Premises that same are for rent and may show same to prospective tenants at reasonable times.

12. **ASSIGNMENT AND SUBLETTING:** N/A

13. **WAIVER OF COVENANTS:** No forbearance by either party to seek a remedy for any breach of this Lease shall be deemed a waiver by such party of its rights or remedies with respect to such breach. It is agreed that the waiving of any of the covenants of this Lease by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provision herein contained.

14. **DEFAULT BY TENANT:** This Lease is made upon the condition that the Tenant shall punctually and faithfully perform all of the covenants and agreements by it to be performed as herein set forth, and if any of the following events of default shall occur, to-wit: (a) any installment of rent, additional rent, taxes, or any other sums required to be paid by Tenant hereunder, or any part thereof, shall at any time be in arrears and unpaid for fifteen (15) days after written demand therefor, or (b) there be any default on the part of Tenant in the observance or performance of any of the other covenants or agreements, or conditions of this Lease on the part of Tenant to be kept and performed, and said default shall continue for a period of fifteen (15) days after written notice thereof from Landlord to Tenant (unless such default cannot reasonably be cured within fifteen (15) days and Tenant shall have commenced to cure said default within said fifteen (15) days and continues diligently to pursue the curing of the same), or (c) Tenant shall file a petition in bankruptcy or be adjudicated a bankrupt, or file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation, or make an assignment for the benefit of creditors, or (d) any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Demised Premises shall be appointed in any action, suit or proceeding by or against Tenant and such proceeding or action shall not have been dismissed within thirty (30) days after such appointment, or (e) the leasehold estate hereby created shall be taken on execution or by other process of law, or (f) Tenant shall admit in writing its inability to pay its obligations generally as they become due, or (g) Tenant shall vacate or abandon the Demised Premises, then and in any of said cases, Landlord at its option may terminate this Lease and re-enter upon the Demised Premises and take possession thereof with full right to sue for and collect all sums or amounts with respect to which Tenant may then be in default and accrued up to the time of such entry, including damages to Landlord by reason of any breach or default on the part of Tenant, or Landlord may, if it elects to do so, bring suit for the collection of such rents and damages without entering into possession of the Demised Premises or voiding this Lease.

In addition to, but not in limitation of, any of the remedies set forth in this Lease or given to Landlord by law or in equity, Landlord shall also have the right and option, in the event of any default by Tenant under this Lease and the continuance of such default after the period of notice above provided, to retake possession of the Demised Premises from Tenant without process of law, by summary proceedings or otherwise, and it is agreed that the commencement and prosecution of any action by Landlord in forcible entry and detainer, ejectment or otherwise, or any execution of any judgment or decree obtained in any action to recover possession of the Demised Premises, shall not be construed as an election to terminate this Lease unless Landlord expressly exercises its option hereinabove provided to declare the term hereof ended, whether or not such entry or re-entry be had or taken under summary proceedings or otherwise, and shall not be deemed to have absolved or discharged Tenant from any of its obligations and liabilities for the remainder of the term of this Lease, and Tenant shall, not withstanding such entry or re-entry, continue to be liable for the payment of the rents and the performance of the other covenants and conditions hereof and shall pay to Landlord all monthly deficits after any such re-entry in monthly installments as the amounts of such deficits from time to time are ascertained and, in the event of any such ouster, Landlord rents or leases the Demised Premises to some other person, firm or corporation (whether for a term greater, less than or equal to the unexpired portion of the term created hereunder) for an aggregate rent during the portion of such new lease co-extensive with the term created hereunder which is less than the rent and other charges which Tenant would pay hereunder for such period, Landlord may immediately upon the making of such new lease or the creation of such new tenancy sue for and recover the differences between the aggregate rental provided for in said new lease for the portion of the term co-extensive with the term created hereunder and rent which Tenant would pay hereunder for such period, together with any expense to which Landlord may be put for brokerage commission, placing the Demised Premises in tenantable condition or otherwise. If such new lease or tenancy is made for a shorter term than the balance of the term of this Lease, any such action brought by Landlord to collect the deficit for that period shall not bar Landlord from thereafter suing for any loss accruing during the balance of the unexpired term of this Lease.

All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

Tenant agrees to pay a reasonable attorney's fee and all costs if Landlord, in its sole discretion, employs an attorney to collect any rent, additional rent, or any other sums payable under this Lease or to enforce any covenants, agreements, or conditions on the part of the Tenant to be kept and performed; and Tenant expressly waives all exemptions secured to the Tenant under the laws of the State of South Carolina or of any other State of the United States as against the collection of any debt herein or hereby incurred or secured. For the purpose of any suit brought by Landlord or based on this Lease, this Lease shall be construed to be a divisible contract to the end that successive actions may be maintained as successive periodic sums shall mature under this Lease, and it is further agreed that failure to include in any suit any sum or sums then matured shall not be a bar to the maintenance of any suit or action for the recovering of said sum or sums so omitted.

15. **INSURANCE :**

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A. "Bodily Injuries and Property Damage": Tenant shall at all times during the term hereof keep in effect in responsible companies liability insurance in the names of and for the benefit of Tenant and Landlord with minimum limits as follows:

Bodily Injury and Property Damages..... $ 1,000,000.00 per occurrence
$ 2,000,000.00 aggregate

Such insurance may, at Tenant's election, be carried under any general blanket coverage of Tenant. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium shall be deposited with Landlord. The limits of said insurance shall not, however, limit the liability of Tenant hereunder. In the event that the Demised Premises constitute a part of a larger property said insurance shall have a Landlord's Protective Liability endorsement attached thereto. If Tenant shall fail to procure and maintain said insurance Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant. Tenant shall have the right to settle and adjust all liability claims against the insuring companies, but without subjecting Landlord to any liability or obligation.

B. "Property Insurance": Landlord shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Demised Premises, in the amount of the full replacement value thereof, providing against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (Special Cause of Loss Form) and loss of rents. Tenant shall pay during the term hereof, in addition to rent, the amount of any increase in premiums for the insurance required under this Paragraph 15(b) over and above such premiums paid by Landlord during the first full year of the term of this Lease in which Landlord shall have maintained the insurance required under this Paragraph 15(b), whether such premium increase shall be the result of the nature of Tenant's occupancy, any act or omission of Tenant, requirements of the holder of a mortgage or deed of trust covering the Demised Premises, or increased valuation of the Demised Premises. Tenant shall pay any such premium increases to Landlord within thirty (30) days after receipt by Tenant of a copy of the premium statement or other satisfactory evidence of the amount due. If the insurance policies maintained hereunder cover other improvements in addition to the Demised Premises, Landlord shall also deliver to Tenant a statement of the amount of such increase attributable to the Demised Premises and showing in reasonable detail the manner in which such amount was computed. If the term of this Lease shall not expire concurrently with the expiration of the period covered by such insurance, Tenant's liability for premium increases shall be prorated on an annual basis. If the Demised Premises are less than the total property the base pro rata share shall be the same as in Section 8 (Taxes).

C. "Insurance Policies": Insurance required hereunder shall be in companies rated A or better in "Best's Insurance Guide." Tenant shall deliver to Landlord copies of policies of liability insurance required under Paragraph 15(a) or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No such policy shall be cancelable or subject to reduction of coverage or other modification except after ten (10) days' prior written notice to Landlord. Tenant shall, within ten (10) days prior to the expiration of such policies, furnish Landlord with renewals or "binders" thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant upon demand. Tenant shall not do or permit to be done anything which will invalidate the insurance policies referred to in Paragraphs 15(a) and (b).

D. "Waiver of Subrogation": Tenant and Landlord each hereby waives any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Tenant and Landlord shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

E. "Exemption of Landlord from Liability": Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Demised Premises, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Demised Premises or upon other portions of the building of which the Demised Premises are a part, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the Demised Premises are located.

16. **DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY:** If the Demised Premises or any part thereof shall be substantially damaged or destroyed by fire or other casualty, Landlord shall promptly repair all such damage and restore the Demised Premises without expense to Tenant, subject to delays due to adjustment of insurance claims, strikes and other causes beyond Landlord's control. If such damage or destruction shall render the Demised Premises untenantable in whole or in part, the rent shall be abated wholly or proportionally as the case may be until the damage shall be repaired and the Demised Premises restored. If the damage or destruction shall be so extensive as to require the substantial rebuilding (i.e., expenditure of fifty (50%) percent or more of replacement cost) of the building or buildings of which the Demised Premises are part, Landlord or Tenant may elect to terminate this Lease by written notice to the other given within thirty (30) days after the occurrence of such damage or destruction, unless the Landlord has contracted for or begun reconstruction. If it is anticipated that said rebuilding will take in excess of ninety (90) days, Landlord shall notify Tenant and Tenant shall be given the option of canceling said Lease

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within five (5) working days of said notification or Landlord may rebuild or contract for said rebuilding of which the Demised Premises are a part.

Landlord and Tenant hereby release each other from liability for loss or damage occurring on or to the Demised Premises or the premises of which they are a part or to the contents of either thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver. Landlord hereby agrees to keep the building insured against fire and other perils normally covered by fire and extended coverage.

17. **HOLDOVER:** Should Tenant remain in possession of the Demised Premises or any part thereof after the expiration of the term of this Lease, such holding over shall, unless otherwise agreed in writing, constitute a month to month tenancy only, and Tenant shall pay as monthly rental one and one half (1 1/2) times the monthly rental assessed during the last month of the term of this Agreement. Tenant agrees to give Landlord thirty (30) days prior written notice of Tenant's intent to vacate the Demised Premises. Landlord may terminate the month-to-month tenancy by providing Tenant thirty (30) days prior written notice.

18. **DEFAULT OF LANDLORD:** If at any time during the term hereof Landlord shall default in any of its obligations under this Lease, Tenant may give the written notice to Landlord of its intention to terminate the lease, together with a statement of the nature of such default, and such termination shall become effective on the thirtieth (30th) day after the date of such notice unless (a) such default shall be cured within thirty (30) days after such a notice or (b) if the default is of such nature that it cannot be cured within such period, the necessary steps to cure such default are duly taken within such period and are thereafter diligently pursued.

19. **CONDEMNATION:** In the event any part of the Demised Premises shall be taken or condemned at any time during the term hereof through the exercise of power of eminent domain, with or without litigation, and Tenant shall determine that the remaining portion of the Demised Premises are not reasonably suitable for its use and occupation, Tenant may, by giving notice to Landlord within sixty (60) days after the date of such taking or condemnation, terminate this Lease as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice, and Landlord shall refund any unearned rent paid in advance by Tenant. If Tenant does not terminate this Lease as provided above, this Lease shall continue in force as to the remaining portion of the Demised Premises and in such event the monthly rental thereafter payable by Tenant hereunder shall be adjusted and prorated in the exact ratio which the value of the Demised Premises after such taking or condemnation bears to the value of the Demised Premises immediately preceding the condemnation, and Landlord shall, at its own expense, make any repairs or alterations to said Demised Premises which may be necessary to restore the Demised Premises, in so far as possible, to their condition prior to the taking or condemnation.

In the event of the taking or condemnation of all or any portion of the Demised Premises if the Landlord and/or Tenant terminates the lease as provided above, Landlord and Tenant shall together pursue the claim against the condemning or taking authority for the value of the property taken or condemned and Tenant shall receive from the condemnation award the value of its improvements, if any, so taken; Tenant shall receive no other part of the condemnation award. If the lease is not terminated, Landlord shall receive the entire award in the condemnation proceeding.

In the event any part of the Demised Premises shall be taken or condemned at any time during the term hereof through the exercise of such power of eminent domain, with or without litigation, and the remainder of the Demised Premises shall not, in the opinion of the Landlord, constitute an economically feasible operating unit, Landlord may, by giving written notice to the Tenant within sixty (60) days after the date of such taking or condemnation, terminate this Lease as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice. Rent shall be apportioned as of the termination date.

20. **QUIET ENJOYMENT:** If and so long as Tenant pays the rents reserved by this Lease and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the Demised Premises, subject, however, to the terms of this Lease, and Landlord will warrant and defend Tenant in the enjoyment and peaceful possession of the Demised Premises throughout the term of this Lease.

21. **NOTICES:** Any notice, demand or other instrument or written communication required or permitted to be given, served, made or delivered hereunder may be given, served, made or delivered by mailing the same by certified mail in a sealed envelope postage prepaid, and addressed as follows:

To the Landlord at the following address: City of Columbia Payment Center
3000 Harden Street
Columbia, SC 29203

To the Tenant at the following address: Huitzi The Bus Coffee Shop
159 Weaver Drive, Unit 15
Lexington, SC 29073

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Any such notice, demand or other instrument or written communication mailed as above provided shall be deemed to have been given, served, made or delivered at the time that it was placed in the mail with sufficient postage attached.

22. **SIGNS AND BUILDING DIRECTORY:** No signs of any type shall be installed at or in any place on the building of which the Demised Premises are a part or on the exterior of the Demised Premises without prior written approval and consent of Landlord. Landlord may, at its option, install and maintain a building directory and reserves the right to limit the number of listings on such directory. **See Section 32 #6**

23. **RULES AND REGULATIONS:** Landlord may from time to time publicize such rules and regulations in writing which it may consider necessary and in the best interest of the building of which the Demised Premises are a part. Tenant agrees to abide by such rules and regulations so long as they do not unreasonably interfere with Tenant's use and occupancy of the Demised Premises.

24. **SURRENDER OF DEMISED PREMISES:** Tenant agrees to turn over all keys and to surrender the Demised Premises at the expiration or sooner termination of this Lease or any extensions thereof, broom-clean and in the same condition as when delivered to Tenant or as altered, pursuant to the provisions of this Lease, ordinary wear and tear and damage by the elements excepted, and Tenant shall remove all of its property. Tenant agrees to pay a reasonable cleaning charge should it be necessary for Landlord to restore or cause to be restored the Demised Premises to the same condition as when delivered to Tenant.

25. **RIGHTS OF SUCCESSORS AND ASSIGNS:** The covenants and agreements contained in the within lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, their heirs, successors, distributees, executors, administrators, legal representatives, and assigns and upon their respective successors in interest, except as expressly otherwise hereinabove provided.

26. **COMMISSIONS:** N/A

27. **SECURITY DEPOSIT:** N/A

28. **CONDITION OF THE DEMISED PREMISES:** Tenant has inspected and accepts the Demised Premises in the same condition they are in at the time of commencement of the term of this Lease.

29. **FAILURE TO PERFORM COVENANT:** Any failure on the part of either party to this Lease to perform any obligation hereunder, and any delay in doing any act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction or any other similar cause beyond the control of the party so failing to perform, to the extent and for the period that such continues, save and except that the provisions of this paragraph shall not excuse a non-payment of rent or other sums due hereunder on its due date.

30. **CONSTRUCTION OF LEASE:** The word "Landlord" as used herein shall refer to the individual, individuals, partnership or corporation called "Landlord" at the commencement of this Lease, and the word "Tenant" shall likewise refer to the individual, individuals, partnership, or corporation called "Tenant" at the commencement of this Lease. Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires.

31. **SUBMISSION OF DOCUMENT:** The submission of this document for examination does not constitute an option or offer to lease the Demised Premises. This document shall have no binding effect on the parties unless executed by the Landlord and the Tenant and a fully executed copy is delivered to the Tenant.

32. **ADDITIONAL PROVISIONS:** Insofar as the following provisions conflict with any other provision of this Lease, the following shall control:

1. Tenant will have two 1-year options at a rate to be negotiated.
2. Landlord or Tenant may cancel this lease with 90 days notice to the other party.
3. Tenant will have the first 3 months from occupancy date at no charge. Tenant will pay $3,000.00 per month For the remaining term of the lease.
4. Lounge on 2nd floor
   Monday - Friday 7:00AM-5:00PM (self-serve)
5. Coffee Shop in Lobby
   Monday - Sunday 6:00AM-6:00PM (Hours may be adjusted as needed)
6. Signage- Per Exhibit C, final approval to be mutually agreed upon, furnished and installed at tenant's expense.
7. No alcoholic beverages will be sold in coffee shop or 2nd floor lounge.
8. Outside seating is not exclusive to tenant but may be used when available.
9. City retains right to use entire lease space for events. City will not obstruct tenant's equipment.

LG
July 30 2026

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

WITNESS:

_____

_____

Janine M Shaffer

_____

LANDLORD: City of Columbia

By: _____

Its: _____

Date: _____

TENANT: Huitzi The Bus Coffee Shop

By: LEVY GOMEZ MARTINEZ

Its: LLC OWNER

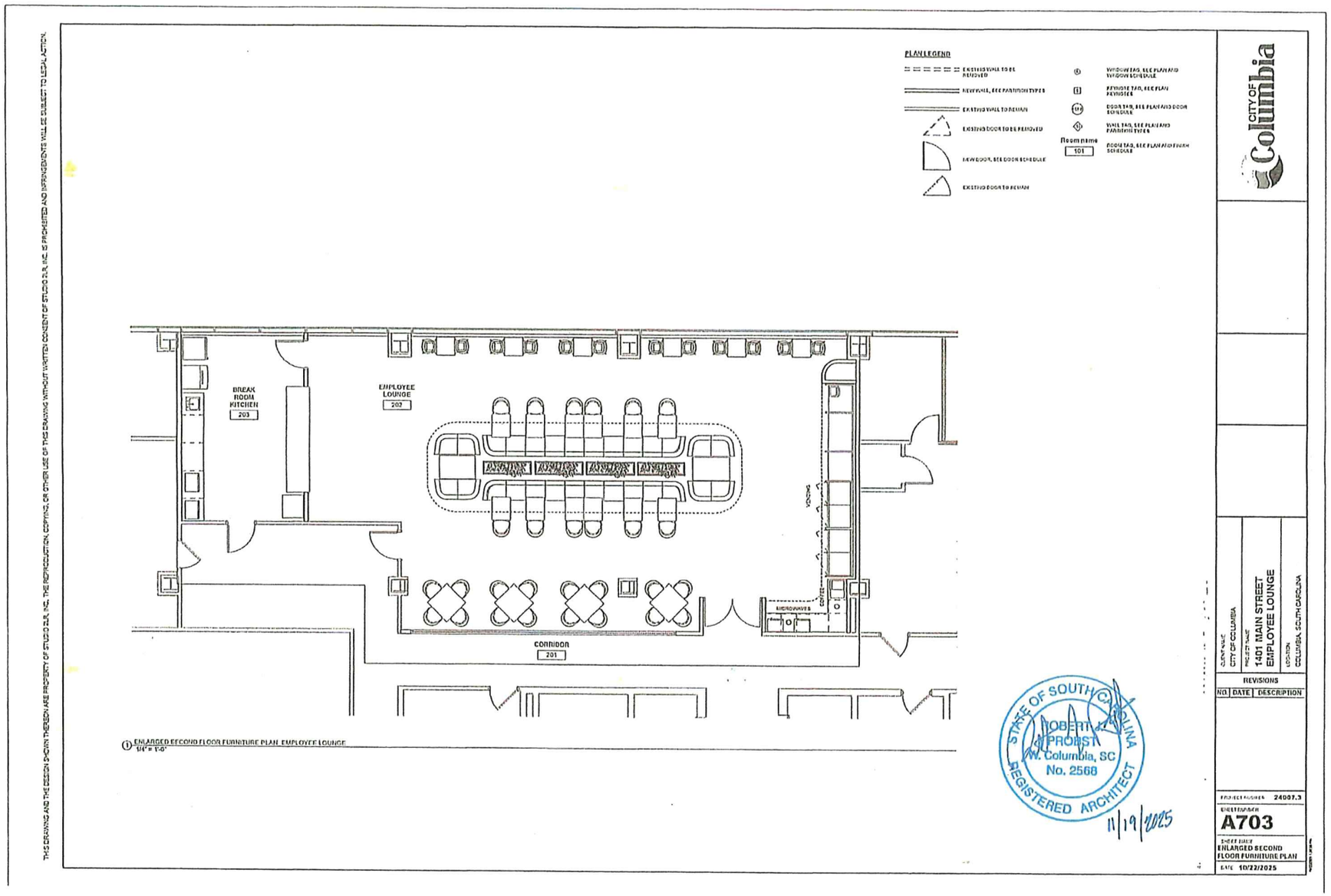
Date: JULY 30 2026

APPROVED AS TO FORM
Legal Department City of Columbia, SC
7/23/2026

LG

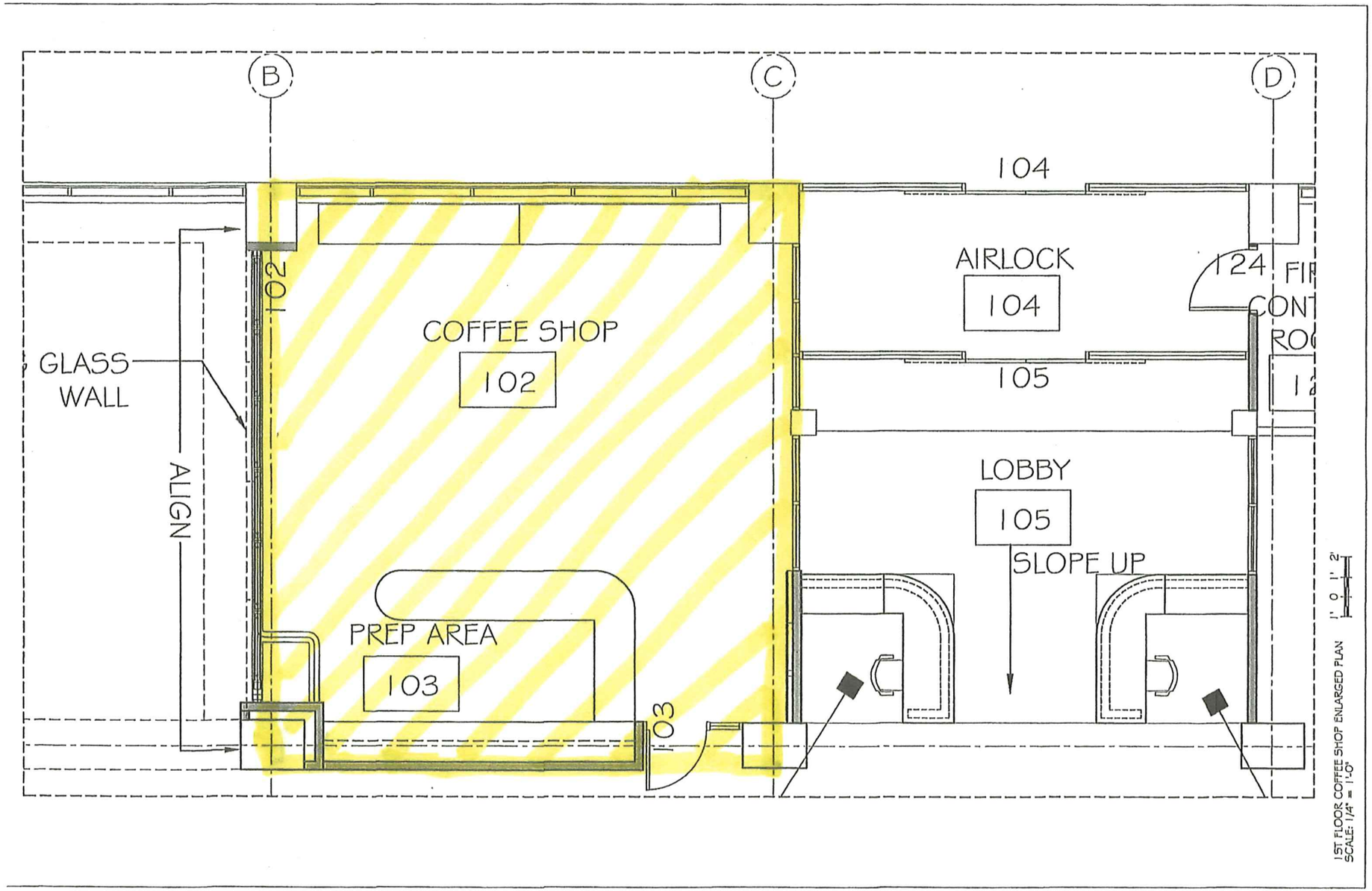
JULY 30 2026

Exhibit A



LS
July 30 2026

Exhibit B



July 30 2026

Exhibit C

Meeting Date:	**September 1, 2026**
Department:	**Legal**
From:	**Jeff Palen, Assistant City Manager / CFO**

Ordinance No.: 2026-078 - Removing certain County-owned real property located at 120 Clemson Road, Richland County TMS # R25608-01-38, from the corporate limits of the City of Columbia, South Carolina, pursuant to S.C. Code Ann. § 5-3-285, and directing conforming revisions to the Official Zoning Map and Columbia Compass: Envision 2036

First reading approval was given on August 18, 2026.

Background Summary: Richland County owns a 1.22-acre parcel at 120 Clemson Road, located within the City limits. On July 21, 2026, Richland County Council adopted a resolution asking the City to remove the parcel from its municipal boundaries under S.C. Code Ann. § 5-3-285, which permits a municipality to remove territory owned entirely by a county upon receipt of such a resolution. Both statutory conditions are satisfied. Ordinance No. 2026-078, attached and approved as to form by the Office of the City Attorney, would effect the removal.

Section 5-3-285 is permissive: Council may grant the request, decline it, or take no action. No petition, referendum, or public hearing is required, and the general reduction procedure of § 5-3-280 does not apply. Adoption requires two readings on two separate days with at least six days between readings. Because this procedure is available only while the property remains publicly owned, the City's authority under this section ends if title passes to a private party before final reading.

If adopted, the parcel becomes part of unincorporated Richland County. City land use regulations, permitting, and inspections would no longer apply, and law enforcement, fire protection, and infrastructure responsibilities would shift to the County. Recorded City easements, including the ten-foot water line easement crossing the site, are expressly reserved by Section 4 and survive removal.

Attachments:
1. 2026-078 - 120_Clemson_Road_Deannexation_DRAFT v5
2. 120_Clemson_Road First Reading Slides

ORDINANCE NO.: 2026-078

Removing certain County-owned real property located at 120 Clemson Road, Richland County TMS # R25608-01-38, from the corporate limits of the City of Columbia, South Carolina, pursuant to S.C. Code Ann. § 5-3-285, and directing conforming revisions to the Official Zoning Map and Columbia Compass: Envision 2036

WHEREAS, Richland County, a political subdivision of the State of South Carolina, is the sole owner in fee simple of that certain 1.22-acre parcel of land situate at 120 Clemson Road, Columbia, South Carolina 29229, identified as Richland County TMS#25608-01-38 (also shown of record as TMS#R256080138) and more particularly described in Exhibit "A" attached hereto (the "Property"), which Property lies wholly within the corporate limits of the City of Columbia; and

WHEREAS, title to the Property was conveyed to Richland County by deed of Michael E. Hutchins dated and recorded August 7, 2017 in the Office of the Register of Deeds for Richland County in Book 2234 at Page 976 (Instrument No. 2017058707); and

WHEREAS, S.C. Code Ann. § 5-3-285 provides that territory proposed to be removed from within the corporate limits of a municipality which is owned entirely by a county may be removed from within the corporate limits by ordinance of the governing body of the municipality upon receipt of a resolution from the county governing body requesting the removal; and

WHEREAS, the County Council of Richland County adopted a resolution on July 21, 2026, formally requesting that the Mayor and City Council of the City of Columbia remove the County-owned Property from the City's municipal boundaries pursuant to S.C. Code Ann. § 5-3-285, and that resolution has been received by the City; and

WHEREAS, § 5-3-285 conditions removal solely upon (i) entire ownership of the territory by the county and (ii) receipt of the county governing body's resolution requesting removal, and does not require a petition of freeholders, an election, or a public hearing, such that the procedures of S.C. Code Ann. § 5-3-280 are not applicable to this removal; and

WHEREAS, the City has verified, as of the date of adoption of this Ordinance, that Richland County remains the sole owner in fee simple of the Property, that no portion of the territory proposed to be removed is owned by any private person or entity, by the State of South Carolina or any agency thereof, or by the United States, and that the territory proposed to be removed excludes the right-of-way of Clemson Road (S.C. Secondary Highway S-52) and every other public right-of-way not held in fee simple by Richland County, so that the territory to be removed is owned entirely by the County as § 5-3-285 requires; and

WHEREAS, the Property is presently zoned Community Activity Center/Corridor District (CAC) on the Official Zoning Map of the City of Columbia, S.C., adopted by Ordinance No. 2021-001, and carries a future land use classification of Community Activity Corridor (AC-2) on the Future Land Use Map of Columbia Compass: Envision 2036, adopted as the City of Columbia Comprehensive Plan by Ordinance No. 2020-028, both as amended from time to time; and

LEGAL DEPARTMENT DRAFT

WHEREAS, upon removal of the Property from the corporate limits, the Unified Development Ordinance (Chapter 17 of the Code of Ordinances, adopted by Ordinance No. 2019-013, as amended) and all other ordinances of the City cease to apply to the Property by operation of law, and the removal of the Property from the Official Zoning Map and from the Future Land Use Map is a ministerial act conforming those maps to the amended corporate limits rather than an amendment of the zoning classification or land use classification of land within the City; and,

WHEREAS, City Council has received and considered the County's request, the requirements of § 5-3-285, and the effects of removal described in Section 4 of this Ordinance; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this _____ day of _____, 2026, that:

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

2. **Removal from Corporate Limits.** Pursuant to S.C. Code Ann. § 5-3-285, the Property identified as Richland County TMS # R25608-01-38, containing 1.22 acres, more or less, as described in Exhibit "A" and shown on Exhibit "B," is hereby removed from within the corporate limits of the City of Columbia, South Carolina, and from and after the effective date of this Ordinance shall no longer constitute a portion of the City of Columbia. The territory removed by this Ordinance consists solely of the land held in fee simple by Richland County and does not include any portion of the right-of-way of Clemson Road (S.C. Secondary Highway S-52) or of any other public street, road, or highway right-of-way, all of which remain within the corporate limits of the City of Columbia to the same extent as before the adoption of this Ordinance.

3. **Conforming Revisions to Official Zoning Map, Comprehensive Plan, and Council District Boundary.** Upon removal of the Property from the corporate limits, the zoning classification of Community Activity Center/Corridor District (CAC) and the future land use classification of Community Activity Corridor (AC-2) cease to apply to the Property by operation of law. The Zoning Administrator, the Planning Administrator, and the City's GIS Division are directed to make the ministerial revisions necessary to conform the Official Zoning Map, the Future Land Use Map of Columbia Compass: Envision 2036, the boundary of City Council District 4, and all other official maps and records of the City to the corporate limits as amended by Section 2. Nothing in this Ordinance amends the text of the Unified Development Ordinance or of Columbia Compass: Envision 2036, and nothing in this Ordinance changes the zoning classification or future land use classification of any land remaining within the corporate limits of the City.

4. **Effect of Removal.** From and after the effective date of this Ordinance all easements, rights-of-way, and other property interests of the City of record affecting the Property, including without limitation the ten (10) foot City of Columbia water line easement shown on the plat referenced in Exhibit "B," are expressly reserved and remain in full force and effect; and,

LEGAL DEPARTMENT DRAFT

5. **Severability.** If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining portions of this Ordinance.

6. **Conflicting Ordinances Repealed.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

7. **Effective Date.** This Ordinance shall be effective upon final reading and adoption by City Council.

Requested by:

Jeff Palen, Assistant City Manager

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

Deputy City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2026-078

EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel, lot, or tract of land, with all improvements thereon, with a situs address of 120 Clemson Road, Columbia, South Carolina 29229, being 1.22 acres, more or less, identified as Tax Map No. R25608-01-38, and commonly known as Frank's Express Car Wash, situate, lying, and being located on the southeastern side of Clemson Road (S.C. Secondary Highway S-52), in the County of Richland, State of South Carolina, being shown and designated as PARCEL 1, containing 1.22 ACRES, on a Boundary Survey prepared for Branch Banking and Trust Company of South Carolina by American Engineering Consultants, Inc., dated December 10, 2004 and recorded January 25, 2005 in the Office of the Register of Deeds for Richland County, South Carolina in Book 1017 at Page 2506; and having the measurements and boundaries shown on said survey; reference being craved thereto as often as is necessary for a complete and accurate description.

Richland County TMS No.: R25608-01-38 (R256080138)

Property Address: 120 Clemson Road, Columbia, South Carolina 29229

Acreage: 1.22 acres, more or less

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2026-078

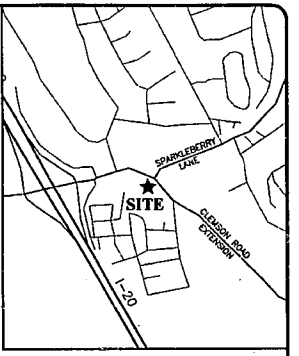
EXHIBIT "B"
BOUNDARY MAP / PLAT

LEGAL DEPARTMENT DRAFT

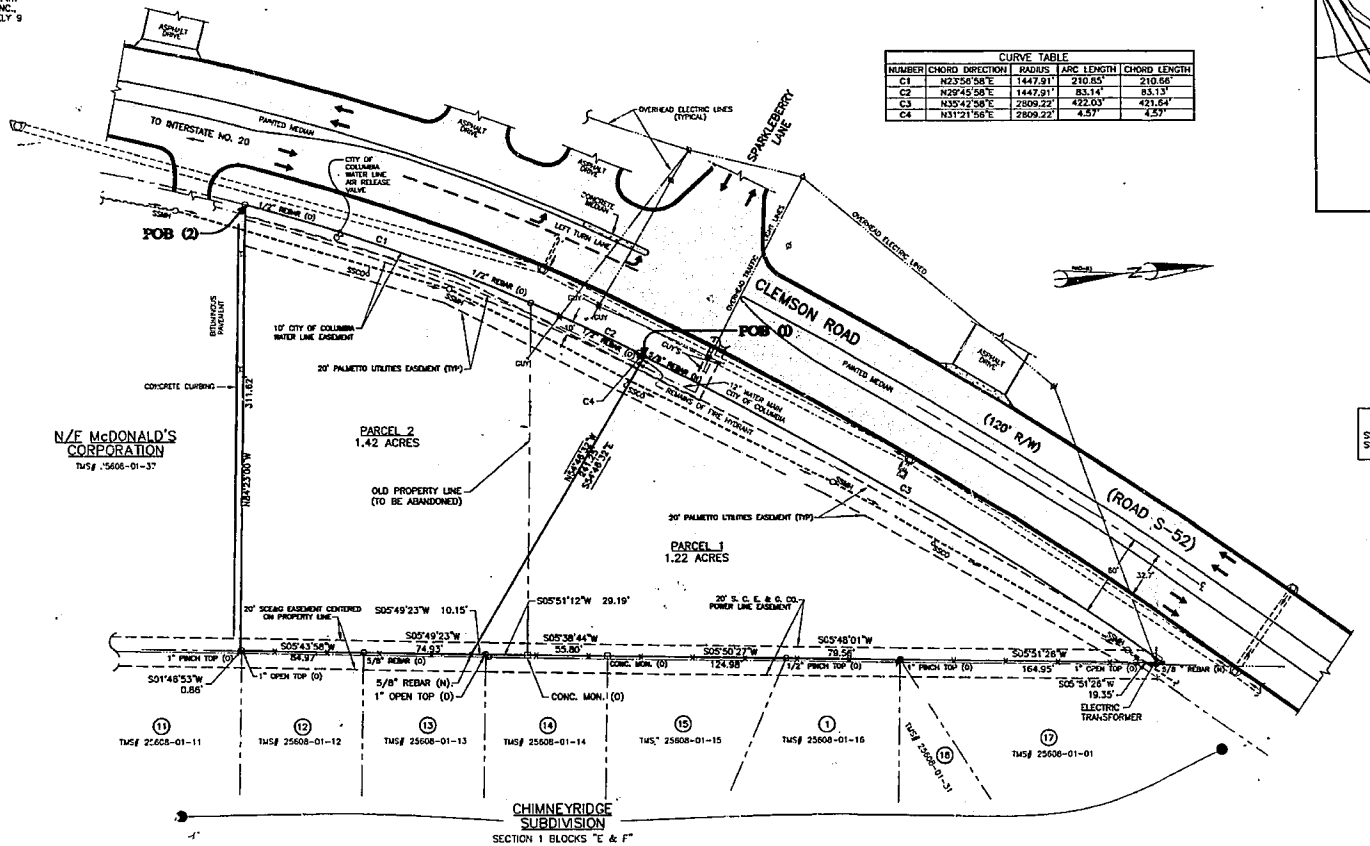
REFERENCES:
PLAT BOOK 52, PAGE 541
PLAT BOOK 53, PAGE 8266

THESE PROPERTIES BEING SHOWN AS (PARCEL 1) RICHLAND COUNTY TMS# 25608-01-38 AND (PARCEL 2) RICHLAND COUNTY TMS# 25608-01-40 AND SHOWN ON A PLAT PREPARED FOR AMERADA HESS CORPORATION BY A & S OF COLUMBIA, INC., DATED JULY 22, 1998, AND BEING LOCATED APPROXIMATELY 9 MILES NORTH EAST OF COLUMBIA.

THIS PROPERTY DOES NOT LIE WITHIN SPECIAL FLOOD ZONE AS TAKEN FROM THE NATIONAL FLOOD INSURANCE PROGRAM (FLOOD INSURANCE RATE MAP), RICHLAND COUNTY FIRM MAP PANEL No. 45079C0110 H, DATED FEBRUARY 20, 2002



CURVE TABLE				
NUMBER	CHORD DIRECTION	RADIUS	ARC LENGTH	CHORD LENGTH
C1	N23°56'58"E	1447.91'	210.85'	210.66'
C2	N29°45'58"E	1447.91'	85.14'	85.13'
C3	N35°42'58"E	2809.22'	422.03'	421.64'
C4	N31°21'56"E	2809.22'	4.57'	4.57'



LEGEND
SSCO – SANITARY SEWER CLEANOUT
SSMH – SANITARY SEWER MANHOLE

Book 01017-2506 Plat Overhead
Fee $10.00 County Tax: $0.00 State Tax: $0.00
2004061418 John D Hamm Richland County (R D)

Richland County, South Carolina
Approved For Recording
Date: 1/5/05 SD-05-135
Carl D. Gosline, AICP Subdv. Admin.

40 0 40 80
Scale 1" = 40 ft

JAN 04 2005

"I hereby state that to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein; also there are no visible encroachments or projections other than shown."

HENRY A. SHUMPERT PLS # 19686

NO	DATE	REVISION	BY
1	12/14/04	REVISED DIVISION LINE AND UPDATE BEARINGS AND DISTANCES	HAS

AMERICAN ENGINEERING CONSULTANTS, INC.
1300 12th Street • P.O. Box 2299 • Cayce, SC 29171
Phone: (803) 791-1400 • Fax: (803) 791-8110
Internet: www.aec-sc.com • Email: info@aec-sc.com
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SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION

DATE	12/10/04
SCALE	AS SHOWN
DRAWN	TWE
DESIGNED	HAS
CHECKED	HAS
JOB NO	04-037
CAD FILE	BB&T MAIN

Boundary Survey Prepared for
BRANCH BANKING AND TRUST COMPANY OF SOUTH CAROLINA
Richland County, South Carolina

DRAWING NO. 1 OF 1 FILE NO.

DEC 30 2004

CITY OF COLUMBIA · PLANNING & DEVELOPMENT SERVICES

Ordinance No. 2026-078

Removal of County-owned property at 120 Clemson Road from the corporate limits of the City of Columbia

First Reading · Council District 4 · S.C. Code Ann. § 5-3-285

August 2026

THE REQUEST

What is before Council

Richland County owns a 1.22-acre parcel at 120 Clemson Road, located within the City limits. On July 21, 2026, Richland County Council adopted a resolution asking the City to remove the parcel from its municipal boundaries under S.C. Code Ann. § 5-3-285, which permits a municipality to remove territory owned entirely by a county upon receipt of such a resolution.

1.22

acres

TMS # R25608-01-38

2017

County-owned since

Deed recorded 8/7/2017

July 21

County resolution

Adopted 2026

4

Council District

Clemson Road corridor

Both statutory conditions are satisfied. The ordinance has been approved as to form by the Office of the City Attorney.

THE PROPERTY

Location

Address

120 Clemson Road, Columbia, S.C. 29229

Tax map number

Richland County TMS # R25608-01-38

Size

1.22 acres

Setting

Southeast side of Clemson Road at Sparkleberry Lane, north of the I-20 interchange at Exit 80

Status

Within the corporate limits; Council District 4

S.C. CODE ANN. § 5-3-285

What the statute requires — and what it leaves to Council

Two conditions

Entire county ownership

The territory removed must be owned entirely by the County. The ordinance excludes the Clemson Road (S-52) right-of-way.

A county resolution

The City may not initiate removal of County-owned land on its own motion. The July 21 resolution supplies the request.

Council may

Grant the request

Decline the request

Take no action

The statute is permissive. It requires no freeholder petition, no referendum, and no public hearing; the general reduction procedure of § 5-3-280 does not apply.

Meeting Date:	**September 1, 2026**
Department:	**Planning and Development Services**
From:	**Justin Steinmann, Director**

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

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

Council District: 3

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

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

Staff Recommendation: Approval

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

First reading approval was given on May 19, 2026.

Background Summary:

Attachments:
1. ANNEX-2026-0003_NX Shop Road Extension_ZPH Packet
2. 2026-036 - Annex and Incorporate NX Shop Road Extension

CITY COUNCIL

May 19, 2026 at 4:00 P.M.
City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

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

NX Shop Road Extension, TMS# 16200-01-24

Council District:	3
Proposal:	Request to annex the properties and assign the land use classification of Industrial (IND) and assign the zoning of Light Industrial (LI) with portions in the Floodway Overlay District (OV-FW) and Floodplain Overlay District (OV-FP). The property is currently classified as Economic Development Center/Corridor and zoned Light Industrial (M-1) by Richland County.
Owner/Applicant:	Josephine Forrester Laney / Mark James, Cypress Development Partners, LLC
Staff Recommendation:	Approval
PC Recommendation:	04/09/2026; Approval (7-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 10.18 acres
Current Use: Undeveloped
Proposed Use: Commercial
Reason for Annexation: Municipal Services – New Construction
Urban Service Area: Secondary Area
Current County Land Use Classification: Economic Development Center/Corridor
Proposed City Land Use Classification: Industrial (IND)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Light Industrial District (LI), with portions in the Floodway Overlay District (OV-FW) and Floodplain Overlay District (OV-FP)
Census Tract: 117.02

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police
As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this proposed commercial development would be approximately $800 per year, based on calls to similar nearby commercial areas within the City limits.

Fire
The proposed annexation will not result in significant additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste
A commercial development would require a private dumpster service.

Engineering
City of Columbia water lines are adjacent to the property. The owner/developer will be responsible for extending lines to the property.

Water Customer Care
Any commercial development would represent new customers, who will pay water and sewer rates approximately 40% lower than out-of-city customers.

Planning & Development Services
We recommend annexation of this property, which is within a Secondary Area as designated within the Urban Service Area Plan. The current plans for the property include develop of a warehouse and convenience store with fuel services. The estimated real estate tax revenue generated for the City would be approximately $11,000 per year based on nearby similar developments.

* Estimated City Tax Revenue is based on 2025 millage for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0896)). The actual additional taxes paid by the property owner will generally be substantially lower than this number, as some millage items do not apply to in-City properties and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002292 for the 2025 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area
The subject property is identified as a "Secondary Area" in the Urban Service Area Plan.

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

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

Secondary Areas
Secondary Areas are those areas where it may be logical or advantageous to provide City services, but where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. These areas may include "higher value" properties where annexation could prove beneficial to revenues.

Annexation within Secondary Areas should be considered, but an assessment of the impact on the City's revenue and ability to serve the property/area in question should occur prior to consideration of and action upon annexation petitions.

Comprehensive Plan Land Use Classification
The proposed future land use for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Industrial (IND). The property is currently classified as Economic Development Center/Corridor by Richland County.

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

Existing Neighborhood, Small Area, Community, and/or Corridor Plans
The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan recently adopted by the City of Columbia or Richland County.

ZONING

The property is currently zoned Light Industrial (M-1) by Richland County. The adjacent parcel within the City of Columbia is zoned Light Industrial District (LI). Adjacent parcels to North, East, and South in unincorporated Richland County are currently zoned Light Industrial (M-1).

The proposed City of Columbia zoning is Light Industrial District (LI), with portions in the Floodway Overlay District (OV-FW) and Floodplain Overlay District (OV-FP).

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

Floodway Overlay District (OV-FW)
The purpose of the Floodway Overlay (OV-FW) District is to protect people and property from risks associated with flooding in floodway areas, minimize disruption of commerce and critical services, and minimize the need for costly repairs due to flooding. District standards limit vulnerable uses.

Floodplain Overlay District (OV-FP)
The purpose of the Floodplain Overlay (OV-FP) District is to protect people and property from risks associated with flooding in floodplain areas, minimize disruption of commerce and critical services,

and minimize the need for costly repairs due to flooding. District standards limit vulnerable uses and require certain uses to be located and constructed in a manner that avoids or mitigates damage in the event of flooding.

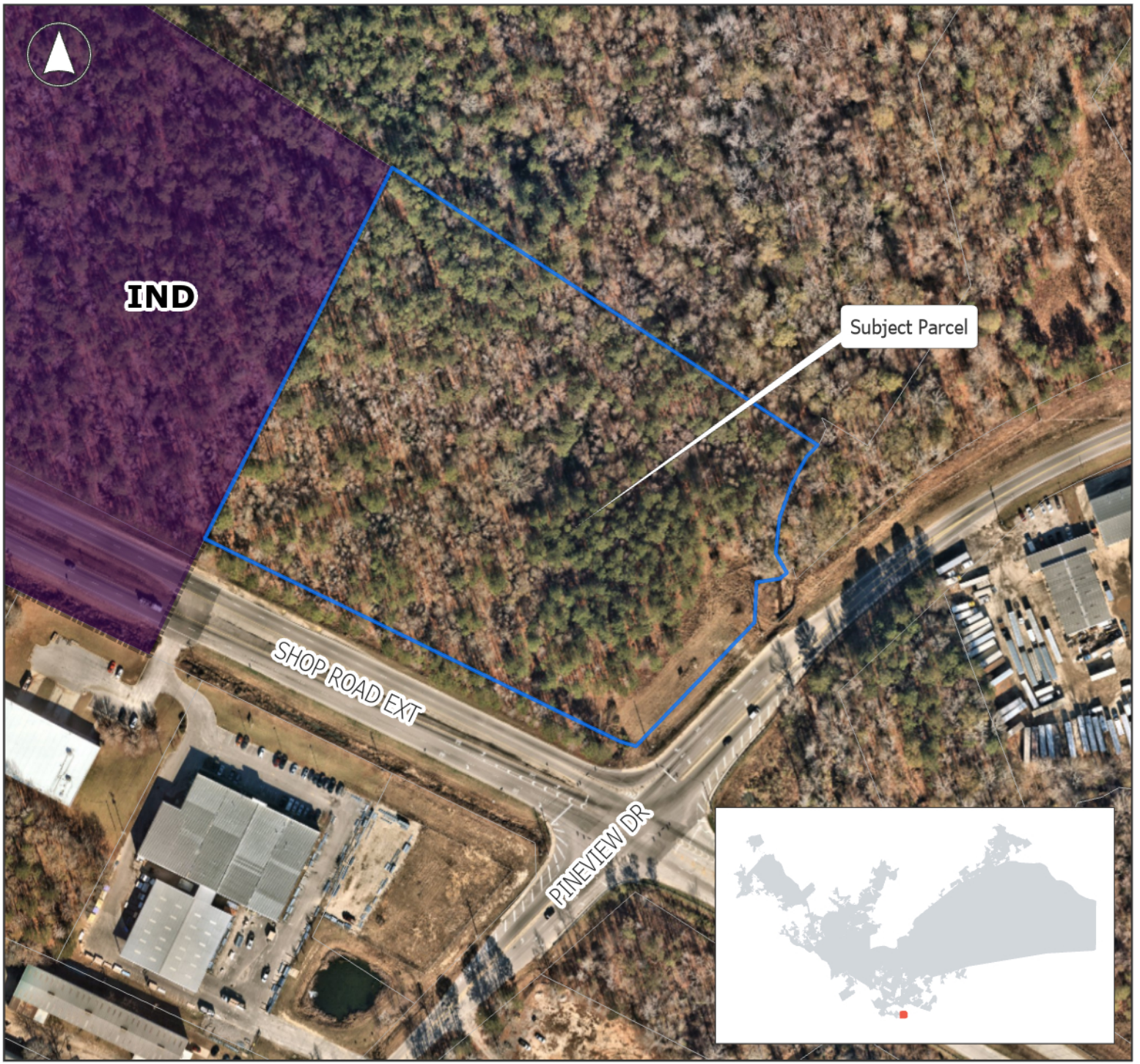
STAFF RECOMMENDATION

Staff recommends the assignment of the future land use classification of Industrial (IND) and the assignment of the zoning of Light Industrial (LI), with portion in the Floodway Overlay District (OV-FW) and Floodplain Overlay District (OV-FP) at the time of annexation.

SHOP GROVE DR
PINEVIEW DR
METAL PARK DR
MEDLINS DR
SHOP ROAD EXT

Future Land Use

2841 Shop Road Ext; TMS# 16200-01-24
Current Richland County Future Land Use: Economic Development Center/Corridor
Proposed City Future Land Use: Industrial



Legend

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

Feet
0 100 200

CITY OF Columbia

Planning & Development Services Department

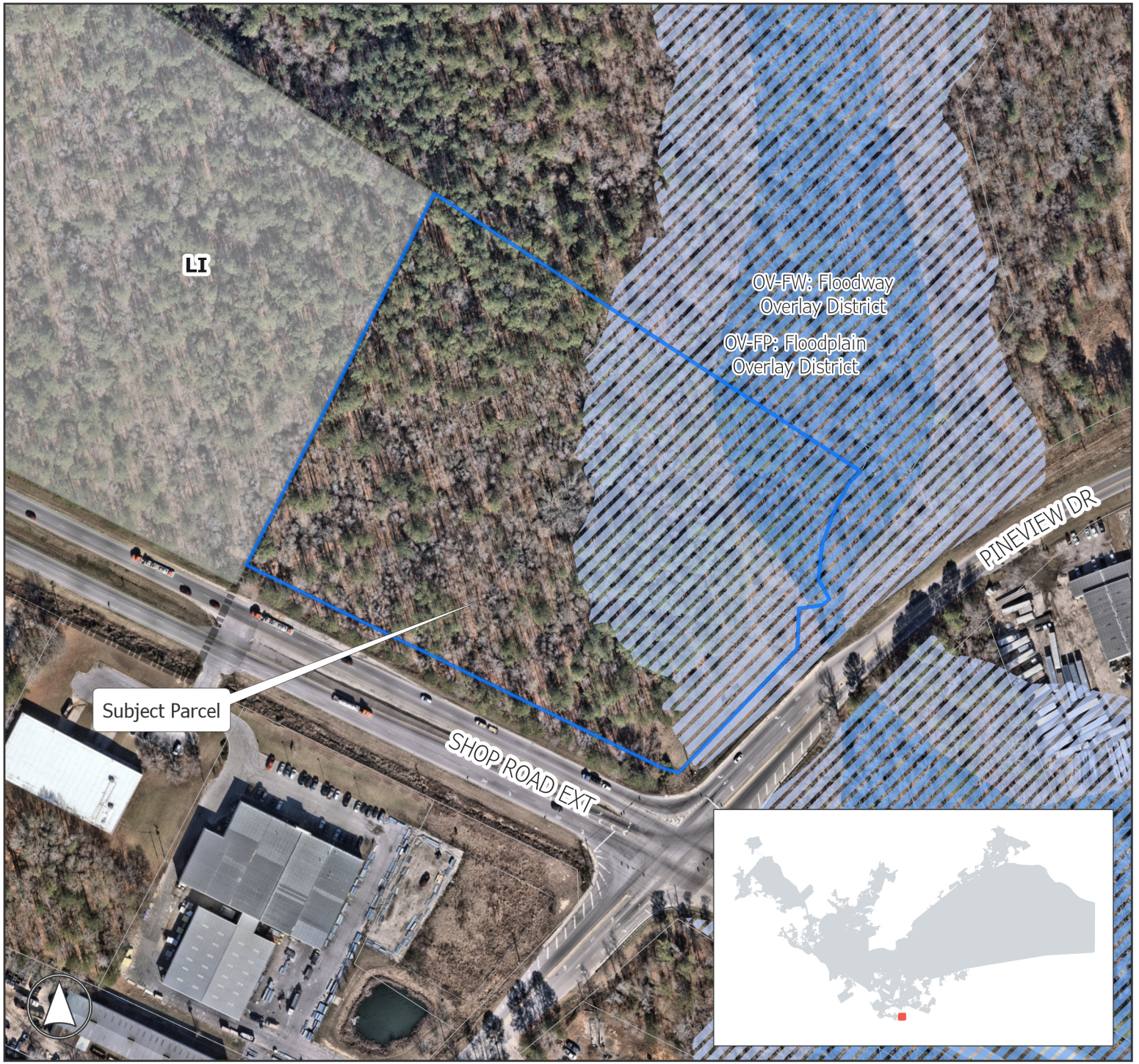
Created by: swhudson Date: 1/23/2026

This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia

Zoning

2841 Shop Road Extension; TMS# 16200-01-24
Current Richland County Zoning: Light Industrial (M-1)
Proposed City Zoning: Light Industrial (LI) portions within the Floodplain and Floodway

Legend
- LI: Light Industrial District
- OV-FW: Floodway Overlay District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



Feet
0 100 200

CITY OF Columbia

Planning & Development Services Department

Created by: swhudson Date: 3/6/2026

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Current Future Land Use Classification

ECONOMIC DEVELOPMENT CENTER/CORRIDOR

Land Use and Character

Concentrated areas of high quality employment facilities, integrated with or adjacent to complementary retail and commercial uses and/or medium-and high-density residential uses. This category encourages development of manufacturing, industrial, flex space, and office uses in locations that will minimally affect surrounding properties. Commercial and residential uses are secondary to employment uses

Desired Development Pattern

Master planned industrial and business parks should include a mix of uses within single developments, including employment, convenience commercial and dining, and housing. These mixed-use employment "campuses" provide opportunities for employees to conveniently shop and dine during normal business hours. Smaller scale, single-use employment developments located along major roads should be designed to appropriately buffer manufacturing and industrial uses from adjacent properties. Secondary commercial and residential uses should be located along primary road corridors proximate to employment centers.

Transportation

Maintaining vehicular access and capacity is the primary goal within these areas to ensure that trucks and industrial vehicles have adequate road capacity to and from employment centers.

Recommended Land Uses

Primary Land Uses: Manufacturing, warehousing and logistics centers, light and heavy industrial, research and development facilities, business parks, and other employment uses.

Secondary Land Uses: Multi-family housing, restaurant, bar, personal service, financial institution, small format medical office, personal service, drug store, smaller-scale retail shopping, parks and recreational facilities are appropriate within Employment Centers/Corridors. Commercial uses such as drive-through restaurants, convenience stores and gasoline stations, are more appropriate near highway interchanges.

Policy Guidance

1. Industrial and business park uses are the preferred land use for these areas. Other developments should be adequately buffered from industrial uses to eliminate incompatibility issues.
2. To the extent possible, employment centers should be designed to function as "campuses" with integrated pedestrian facilities and transitions to adjacent, less intensive uses.
3. Light and heavy industrial and manufacturing uses should be designed to mitigate impacts on adjoining lower intensity uses, such as business parks.

Relevant Plans

Blythewood Comprehensive Plan

Priority Investment Areas

I-77 Wilson Road Interchange, I-77 Killian Road Interchange, I-77 Farrow Road, Portions of Decker Boulevard and Two Notch Road

Areas of Common Interest

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

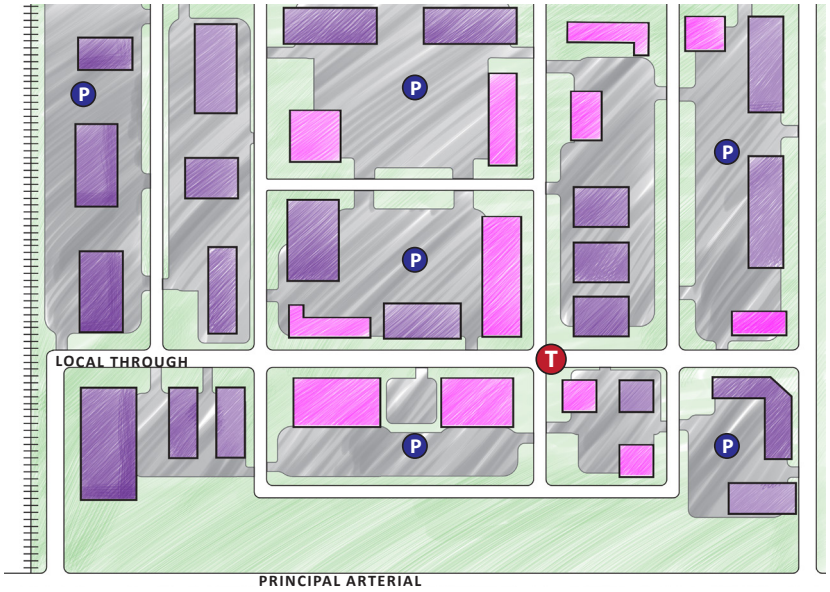
Existing Zoning Districts of Similar Character	OI, GC, LI, HI, RS-MD, RS-HD, RM-MD, RM-HD, PDD

Proposed Future Land Use Classification

Development Types

INDUSTRIAL (IND)

Industrial areas are located throughout the City and include a range of building types and uses dedicated to the processing, mining, manufacturing, warehousing, outdoor storage, and distribution of materials or goods. These areas are appropriate for uses that have heavy freight traffic and which may generate noise, odors, or other impacts. These areas should be adequately large to accommodate these uses, and should provide buffers and sufficient street infrastructure to accommodate the needs of the businesses.



IND BUILDING TYPES/LAND USES

PRIMARY TYPES

- Office/Services Medium to High-rise
- Flex Small to Extra Large

SECONDARY TYPES

- Power Utilities
- Water & Wastewater Treatment

TERTIARY TYPES

- Commercial Small to Extra Large
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

IND DEVELOPMENT PATTERN/CONTEXT

- Industrial areas are typically near rail lines or highways, and include warehouses, manufacturing and production facilities, laboratories, and high-tech uses.
- Most industrial areas require significant land area to accommodate large and very large format buildings as well as sufficient buffers from adjacent, non-compatible uses.
- Streets need to be designed to adequately accommodate semi-truck and trailer traffic.
- Sites are typically configured to meet the specific needs of the developer, but large format sites maintain significant flexibility for reuse.

Proposed Zoning District

LI: Light Industrial District

Purpose

The purpose of the Light Industrial (LI) District is to provide lands that allow light industrial development. Development allowed in the LI District includes wholesaling, distribution, storage, processing, research and development, light manufacturing, and related development. The district also accommodates support uses such as office and limited commercial uses that primarily serve the principal industrial uses.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	N/A
Lot Width, min. (ft.)	N/A
Lot Coverage, max. (% of site area)	N/A
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	25
Side Yard Setback, min. (ft.)	N/A
Rear Yard Setback, min. (ft.)	N/A
Building Height, max. (ft.)	75

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

Use Standards

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

PRINCIPAL USES PERMITTED

Broadcasting studio

Newspaper or periodical publishing establishment

Correctional facility[2]

Cultural facility[2]

Government office

Library

Membership organization facility

Place of worship[1]

Public safety facility

Social services facility

School, business or trade

Laboratory, medical or dental

Medical or dental clinic/office

Arboretum or botanical garden

Cemetery

Park or greenway[1]

Airport

Park and ride

Parking lot[1]

Parking structure[1]

Passenger terminal, surface transportation

Solar energy conversion system (large scale)[1]

Utility facility, major

Utility facility, minor

Animal shelter

Kennel[1]

Veterinary hospital or clinic[1]

Equipment rental

Laboratory, testing or research

Lawn, tree, or pest control services

Linen or uniform supply

Self-service storage[1]

Sign fabricating establishment

Eating establishment only[1]

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

LI: LIGHT INDUSTRIAL

Eating and drinking establishment, Type 1[1]

Eating and drinking establishment, Type 2[2]

Crematory

Business/Professional office

Contractor's office

Body piercing or tattoo establishment[1]

Dry cleaning pick-up[1]

Laundry, coin-operated

Non-depository personal credit institution[1]

Repair of personal goods

Car wash

Amusement park

Arena, stadium, or outdoor theater

Recreation facility, indoor, not elsewhere listed

Sexually-oriented business[2]

Building supplies and equipment store

Consumer goods store

Convenience store[2]

Farmers' market

Liquor store[2]

Fuel sales (bulk)

Commercial fuel depot

Commercial vehicle repair and maintenance

Commercial vehicle sales and rentals[1]

Gasoline sales and service station[1]

Personal vehicle repair and maintenance[1]

Personal vehicle sales and rentals[1]

Vehicle equipment supplies sales and rentals

Vehicle paint and finishing shop

Vehicle towing and wrecker service[1]

Agriculture and forestry uses, not elsewhere listed

Community garden[1]

Crop production and processing

Contractor's yard

Motor freight facility

Warehouse distribution and storage

Wholesale sales, not elsewhere listed

Manufacturing, assembly, or fabrication, light

Manufacturing, assembly, or fabrication, medium

Composting facility[2]

Junk, salvage, scrap, or wrecking yard[2]

Recycling center[2]

Refuse processing facility[2]

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2026-036

Annexing NX Shop Road Extension, Richland County TMS # 16200-01-24 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

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

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

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

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

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

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

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

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2026, that:

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

LEGAL DEPARTMENT DRAFT

2. The property identified as NX Shop Road Extension, Richland County TMS # 16200-01-24 containing 10.18 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.

3. This property shall be apportioned to City Council District #3, Census Tract 117.02, and assigned a future land use classification of Industrial (IND) and zoning of Light Industrial (LI) portions within the Floodway Overlay District (OV-FW) and Floodplain Overlay District (OV-FP).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 16200-01-24

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

Requested by:

Jeff Palen, Assistant City Manager

Approved by:

_____
Mayor

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2026-036

EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 10.20 acres, being shown as TMS# 16200-01-24, Vacant Lot, on a preliminary ALTA/NSPS Land Title Survey prepared for Cypress Development Partners, LLC, by Cox and Dinkins, Inc., dated October 7, 2025, and having such boundaries and measurements as shown on the above described survey, which is specifically incorporated herein.

Richland County TMS: 16200-01-24

Property Address: 10.20 acres, NX Shop Road Extension

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2026-062

Annexing 551 Spears Creek Church Road and N/S Spears Creek Road, Richland County TMS # 25715-05-02 and 25715-05-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

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

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

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

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

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

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

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

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2026, that:

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

LEGAL DEPARTMENT DRAFT

2. The property identified as 551 Spears Creek Church Road and N/S Spears Creek Road, Richland County TMS # 25715-05-02 and 25715-05-01 containing 0.96 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 Community Activity Center (UEAC-1) and zoning of Planned Development District (PD).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 25715-05-02 and 25715-05-01

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

Requested by:

Jeff Palen, Assistant City Manager

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

ATTEST:

_____
Deputy City Attorney

_____
City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Last revised: 7/17/2026

ORDINANCE NO.: 2026-062

EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel, or lot of land, together with any improvements thereon, lying and being situate and near the City of Columbia, County of Richland, State of South Carolina, containing 1.00 acre, more or less, and being shown and delineated on that plat prepared by Baxter Land Surveying Co., Inc., dated August 14, 2006 and last revised November 2, 2006 and recorded on January 20, 2008 in Record Book 1391 at page 1909 in the records of the Register of Deeds Office for Richland County. Aforesaid plat is specifically incorporated herein and reference is craved thereto for a more complete and accurate description of the metes, bounds, courses and distances of the property concerned herein. This description is made in lieu of metes and bounds as permitted by law under§ 30-5-250 of The Code of Laws of South Carolina (1976). as amended. This property is commonly known as 551 Spears Creek Church Road

LESS

All that certain parcel of land containing 2,399.987 square feet (0.055 of an acre), more or less, and all improvements thereon, if any, owned by Tulane, LLC, shown as the "Area of Acquisition" on Exhibit B, attached hereto and made a part hereof. This being a portion of the property acquired from L & C Family Holdings, LLC by deed dated April 2, 2018 and recorded August 28, 2018 in Deed Book 2331, Page 93 in the records of the ROD Office for Richland County and shown as Tax Map No. 25715-05-01.

Richland County TMS: 25715-05-02 and 25715-05-01

Property Address: 551 Spears Creek Church Road and N/S Spears Creek Road

LEGAL DEPARTMENT DRAFT

CITY COUNCIL

August 18, 2026 at 4:00 P.M.
City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

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

551 Spears Creek Church Road and N/S Spears Creek Road, TMS#s 25715-05-02 and 25715-05-01

Council District:	4
Plan Number:	ANNEX-2026-0013
Proposal:	Request to annex the properties and assign the land use classification of Urban Edge Community Activity Center (UEAC-1) and assign the 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.
Owner/Applicant:	Tulane, LLC / Duffy Beal, OnPoint Partners
Staff Recommendation:	Approval
PC Recommendation:	07/09/2026; Approval (9-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.96 acres
Current Use: Undeveloped
Proposed Use: Commercial
Reason for Annexation: Municipal Services - New Development
Urban Service Area: Donut Hole - Primary
Current County Land Use Classification: Neighborhood (Medium Density)
Proposed City Land Use Classification: Urban Edge Community Activity Center (UEAC-1)
Current County Zoning: Planned Development (PD)
Proposed City Zoning: Planned Development District (PD)
Census Tract: 114.07

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police
As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this proposed commercial coffee shop would be approximately $3,400 per year, based on calls to similar commercial uses within the City limits.

Fire
The proposed annexation will not result in significant additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Streets
Streets marked this annexation as approved with no comments during the annexation review process.

Solid Waste
Solid Waste marked this annexation as approved during the annexation review process, with the comment that commercial buildings will need to contract with a private waste hauler.

Engineering
Engineering marked this annexation as approved with conditions during the annexation review process. The condition notes were as follows: Water is available to both lots, the sewer provider is South Carolina Water Utilities.

Water Customer Care
Any commercial development would represent new customers, who will pay water and sewer rates 30 to 40% lower than out-of-city customers.

Planning & Development Services
We recommend approval of annexation of this property, which is within a Donut Hole - Primary as designated within the Urban Service Area Plan. This property is proposed to be developed as a drive-thru-only coffee shop. The estimated real estate tax revenue generated for the City would be approximately $10,700 per year based on nearby similar commercial uses.

* Estimated City Tax Revenue is based on 2025 millage for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0896)). The actual additional taxes paid by the property owner will generally be substantially lower than this number, as some millage items do not apply to in-City properties and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002292 for the 2025 tax year).

Plans, Policies, and Land Use

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

Principles and Goals of the Urban Service Area

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

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

Donut Holes - Primary
Donut Holes - Primary are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.
Annexation within an area classified as Donut Hole - Primary is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

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

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

Comprehensive Plan Land Use Classification
The proposed future land use classification for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Edge Community Activity Center (UEAC-1). The property is currently classified as Neighborhood (Medium Density) by Richland County.

Refer to the attached land use classification descriptions for existing Richland County and proposed City of Columbia land use classifications. A matrix and visual glossary of related building types and land uses described within the Columbia Compass comprehensive plan can be found here.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans
The subject property is not located within a neighborhood, 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 Light Industrial District (LI) to the south and Planned

Development District (PD) to the north, east, and west. There are no adjacent parcels in unincorporated Richland County.

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 finds the proposed Urban Edge Community Activity Center (UEAC-1) Future Land Use classification appropriate given the site's context and its location at the intersection of Spears Creek Church Road and Southridge Way. The UEAC-1 designation matches the properties adjacent to the north side of Spears Creek Church Road and aligns with the current Neighborhood (Medium Density) classification of the subject parcels.

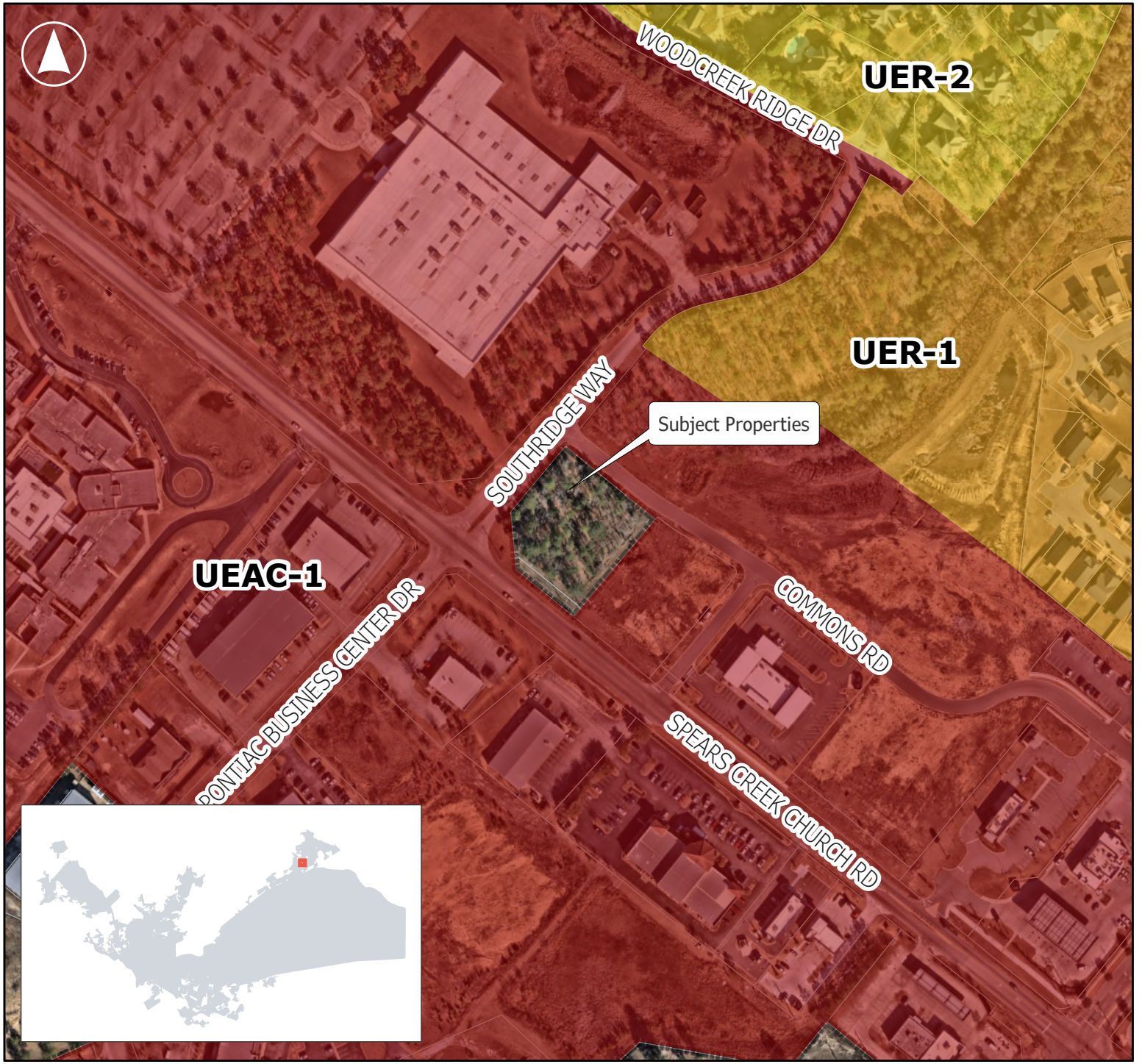
Additionally, Staff finds the proposed Planned Development District (PD) zoning appropriate as it supports future neighborhood commercial development—consistent with the north side of Spears Creek Church Road—and mirrors the surrounding PD District to the north, east, and west.

Therefore, Staff recommends approving the Urban Edge Community Activity Center (UEAC-1) land use classification and the Planned Development District (PD) zoning designation upon annexation.

SOUTHRIDGE WAY
ATTUCKS CT
FIDDLELEAF DR
COMMONS RD
PONTIAC BUSINESS CENTER DR
SPEARS CREEK CHURCH RD
City Limits

Future Land Use

551 Spears Creek Church Road and N/S Spears Creek Road; TMS#s 25715-05-02 and 25715-05-01
Current Richland County Future Land Use: Neighborhood (Medium Density)
Proposed City Future Land Use: Urban Edge Community Activity Center (UEAC-1)



Legend

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

0 200 400 Feet

CITY OF Columbia

Planning & Development Services Department

Created by: cmgruber Date: 6/23/2026

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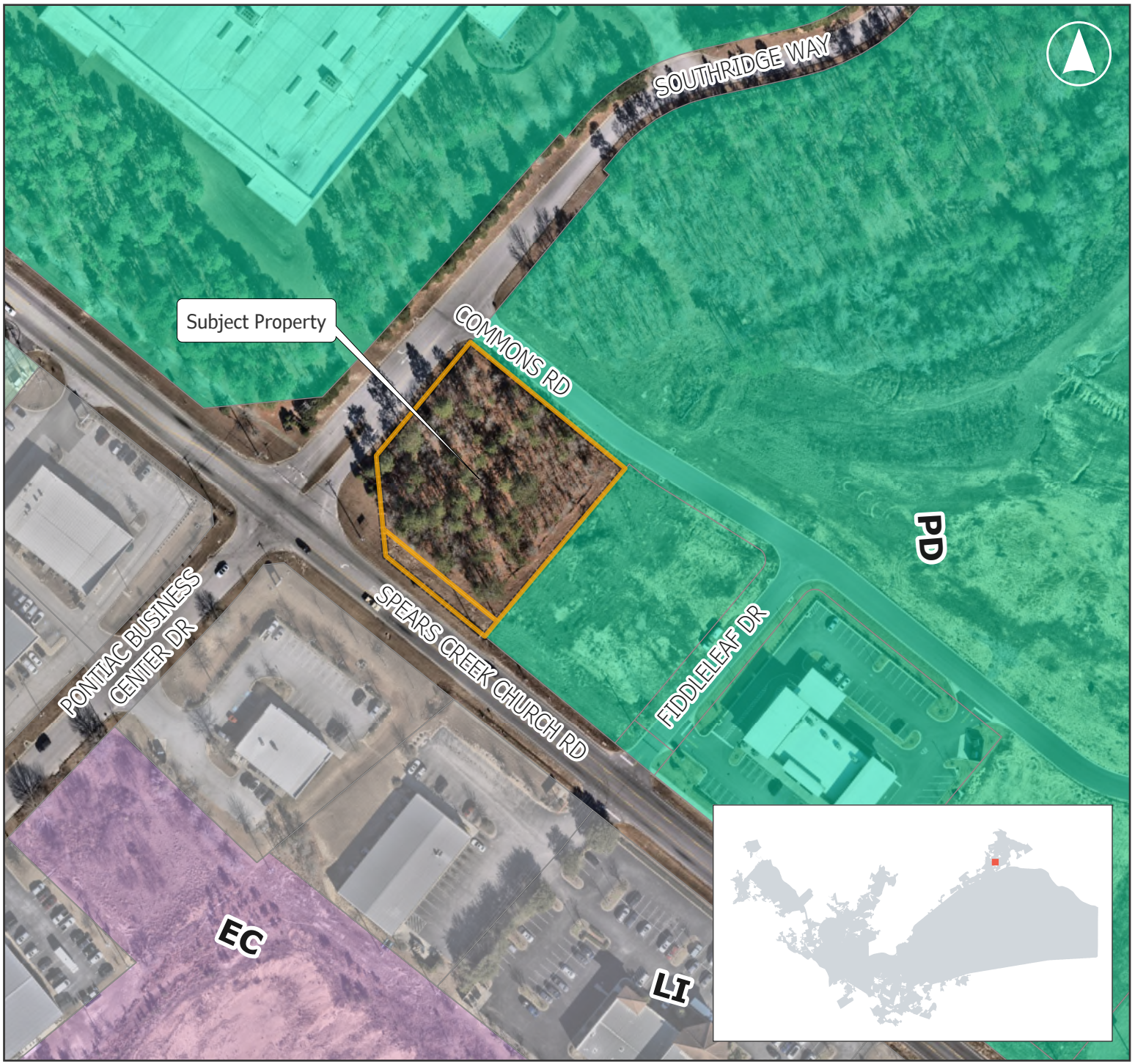
Zoning

551 Spears Creek Church Road and N/S Spears Creek Road; TMS#s 25715-05-02 and 25715-05-01
Current Richland County Zoning: Planned Development (PD)
Proposed City Zoning: Planned Development (PD)

Legend

Zoning Districts

- LI: Light Industrial District
- EC: Employment Campus District
- PD: Planned Development
- INS-GEN: Institutional - General District
- City Limits
- Parcels



0 100 200 Feet

CITY OF Columbia

Planning & Development Services Department

Created by: cmgruber Date: 6/16/2026

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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 COMMUNITY ACTIVITY CENTER (UEAC-1)

Urban Edge Community Activity Centers are small to medium scale, mixed-use activity centers with community-serving commercial uses and a medium to high intensity residential component, typically with a significant open space element. They provide a daily retail and service destination for a portion of the City, typically within a three-mile to five-mile radius or drive distance. These activity centers are found in the outer areas of the City, frequently near highway interchanges, and are subdivided from large, undeveloped tracts or as redevelopment of larger commercial sites. They typically are found at major intersections of major corridors and may occupy all quadrants of the intersection.

UEAC-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

SECONDARY TYPES

- Multi-family Small & Medium
- Flex Small & Medium

TERTIARY TYPES

- Single-family Attached
- Civic/Institutional Small & Large
- Commercial Large
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

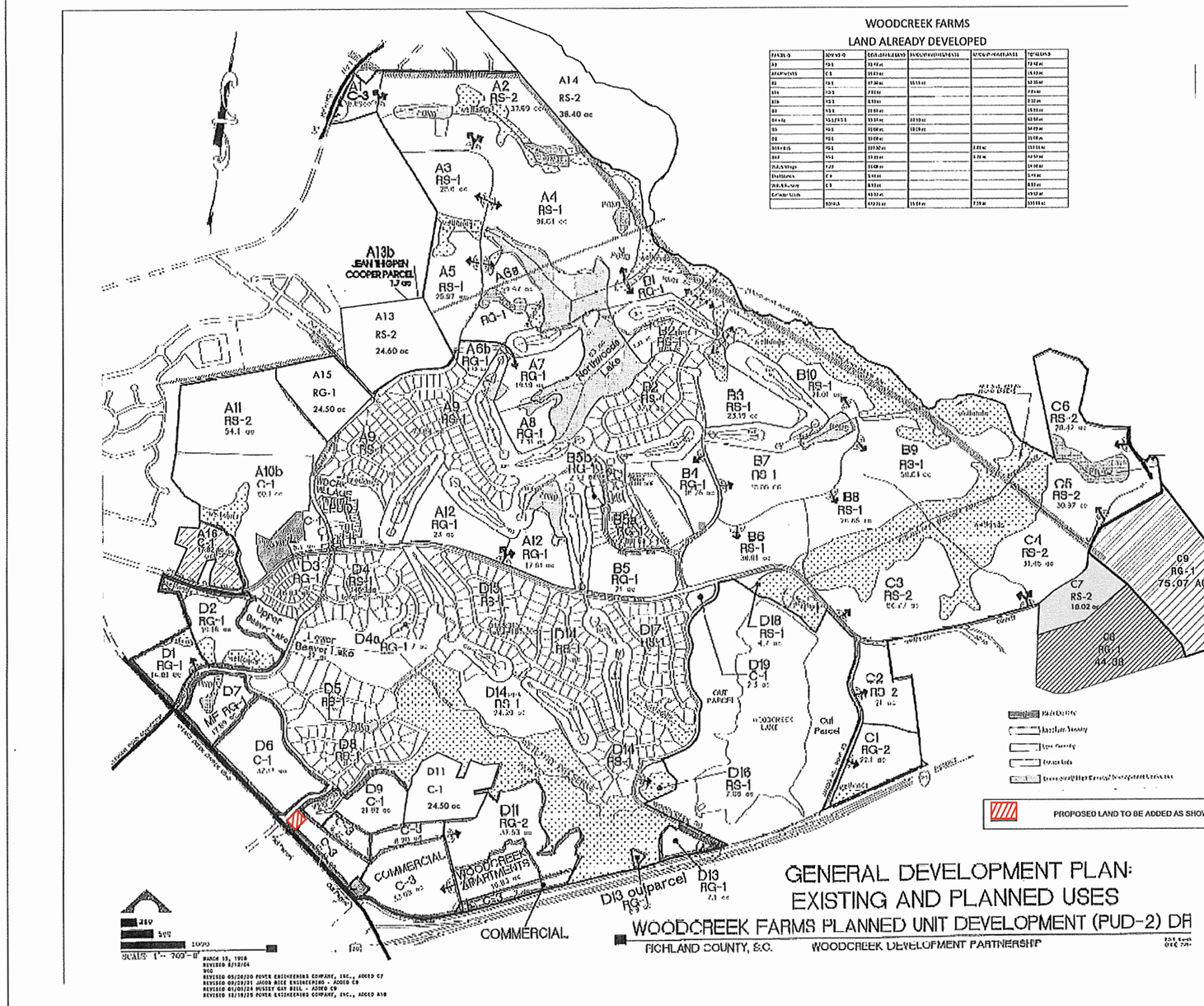
Development Types

UEAC-1 DEVELOPMENT PATTERN/CONTEXT

- Internal street networks may be laid out in a grid to create various block sizes and shapes, but typically do not continue the urban street grid. Connections to the primary road network are somewhat limited. Wide sidewalks on both sides of the street are common.
- Blocks vary in size based on the tenant mix; subdivision beyond blocks may be non-existent if shopping centers and multi-family buildings are owned by a single entity.
- Buildings are oriented toward internal streets of the development. Commercial/retail structures are set up to the sidewalk line, and residential buildings may also be set to the sidewalk or have small lawns or front yards.
- Buildings range from a small to medium scale footprint and are typically one to three stories.
- Design of these activity centers should fully accommodate pedestrians and cyclists as well as automobiles.
- Transit facilities should be located near or within these activity centers.
- Depending on the density of uses within a Community Activity Center, parking for businesses should be accommodated in inner block surface parking, or in parking structures and on-street parking. Parking for residential uses should be accommodated in attached parking structures, inner block surface lots, on streets, and in individual rear-loaded garages.
- Plazas, street trees and plantings, greens, neighborhood parks, and outdoor event venues can provide open spaces and outdoor recreation opportunities in Community Activity Centers.

- Open spaces for buffering from adjacent development may be used; however transitions in building scale, use, and orientation, as well as street connectivity, are all preferred methods of connecting developments of different types rather than buffering them from one another.
- Typically an architectural theme or range of styles is established at the time of planning; most Community Activity Centers are built in phases with a master plan and a single developer/builder. Neo-Traditional styles or modern architecture can be appropriate in these developments.

Proposed Zoning District



WOODCREEK FARMS

LAND ALREADY DEVELOPED

CITY COUNCIL

August 18, 2026 at 4:00 P.M.
City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

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

4116 Farrow Road, TMS# 11606-05-33

Council District:	2
Plan Number:	ANNEX-2026-0012
Proposal:	Request to annex the properties and assign the land use classification of Urban Core Neighborhood Activity Center (UCAC-1) and assign the zoning of Neighborhood Activity Center/Corridor District (NAC) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned General Commercial (GC)) by Richland County.
Applicant:	Chris Leevy Johnson, Leevy Johnson Funeral Home Inc.
Staff Recommendation:	Approval
PC Recommendation:	07/09/2026; Approval (9-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 2.33 acres
Current Use: Undeveloped
Proposed Use: Commercial
Reason for Annexation: Municipal Services - New Development
Urban Service Area: Donut Hole - Primary
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Land Use Classification: Urban Core Neighborhood Activity Center (UCAC-1)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: Neighborhood Activity Center/Corridor District (NAC)
Census Tract: 109

Determination For City Services

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police
As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this proposed cemetery mausoleum would be approximately $2,000 per year, based on calls to similar cemeteries within the City limits.

Fire
The proposed annexation will not result in significant additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Streets
Streets marked this annexation as approved with no comments during the annexation review process.

Solid Waste
Solid Waste marked this annexation as approved during the annexation review process, with the comment that must contract private waste service. City will not provide service.

Engineering
Engineering marked this annexation as approved with conditions during the annexation review process. The condition notes were as follows: water and sewer are available to this lot.

Water Customer Care
Any commercial development would represent new customers, who will pay water and sewer rates 30 to 40% lower than out-of-city customers.

Planning & Development Services -
We recommend approval of annexation of this property, which is within a Donut Hole - Primary as designated within the Urban Service Area Plan. This property is proposed to be developed as a cemetery mausoleum. The estimated real estate tax revenue generated for the City would be approximately $42,100 per year based on market value of similar developments in the City Limits. Please note that burial grounds and cemeteries are property-tax-exempt under South Carolina Code Section 12-37-220(A)(3). However, to qualify, the land must be strictly and exclusively used as a graveyard.

* Estimated City Tax Revenue is based on 2025 millage for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0896)). The actual additional taxes paid by the property owner will generally be substantially lower than this number, as some millage items do not apply to in-City properties and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002292 for the 2025 tax year).

Plans, Policies, and Land Use

Urban Service Area

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

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

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

Donut Holes - Primary
Donut Holes - Primary are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.
Annexation within an area classified as Donut Hole - Primary is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

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

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

Comprehensive Plan Land Use Classification
The proposed future land use classification for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Core Neighborhood Activity Center (UCAC-1). The property is currently classified as Mixed Residential (High Density) by Richland County.

Refer to the attached land use classification descriptions for existing Richland County and proposed City of Columbia land use classifications. A matrix and visual glossary of related building types and land uses described within the Columbia Compass comprehensive plan can be found here.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans
The subject property is located within the study areas of two plans adopted by the City of Columbia: 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 Four (Section 1, Page 7) and the proposed Gateway Village

(Section 3, Page 85) set forth by the plan. The Gateway Village plan recommends a future land use of Commercial (One Story Retail Services) for the subject property (Section 3, Page 115). Plan recommendations specific to the southern half of the Farrow Road corridor (Columbia College Drive to Prescott Road) include the redevelopment of existing substandard commercial buildings, with a focus on façade and landscaping improvements near Columbia College Drive, as well as the development of a streetscape plan that encourages a pedestrian-friendly environment (Section 3, Page 122).

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 (now SCDPH), 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).

ZONING

The property is currently zoned General Commercial (GC) by Richland County. Adjacent parcels within the City of Columbia are zoned Residential Single Family – Medium Lot District (RSF-2) for the Cemetery to the north, a strip of Residential Mixed District (RM-1) to the east, Neighborhood Activity Center/Corridor District (NAC) to the south and Residential Mixed District (RM-1) and Neighborhood Activity Center/Corridor District (NAC) to the west.

Adjacent parcels in unincorporated Richland County are currently zoned General Commercial (GC).

The proposed City of Columbia zoning is Neighborhood Activity Center/Corridor District (NAC).

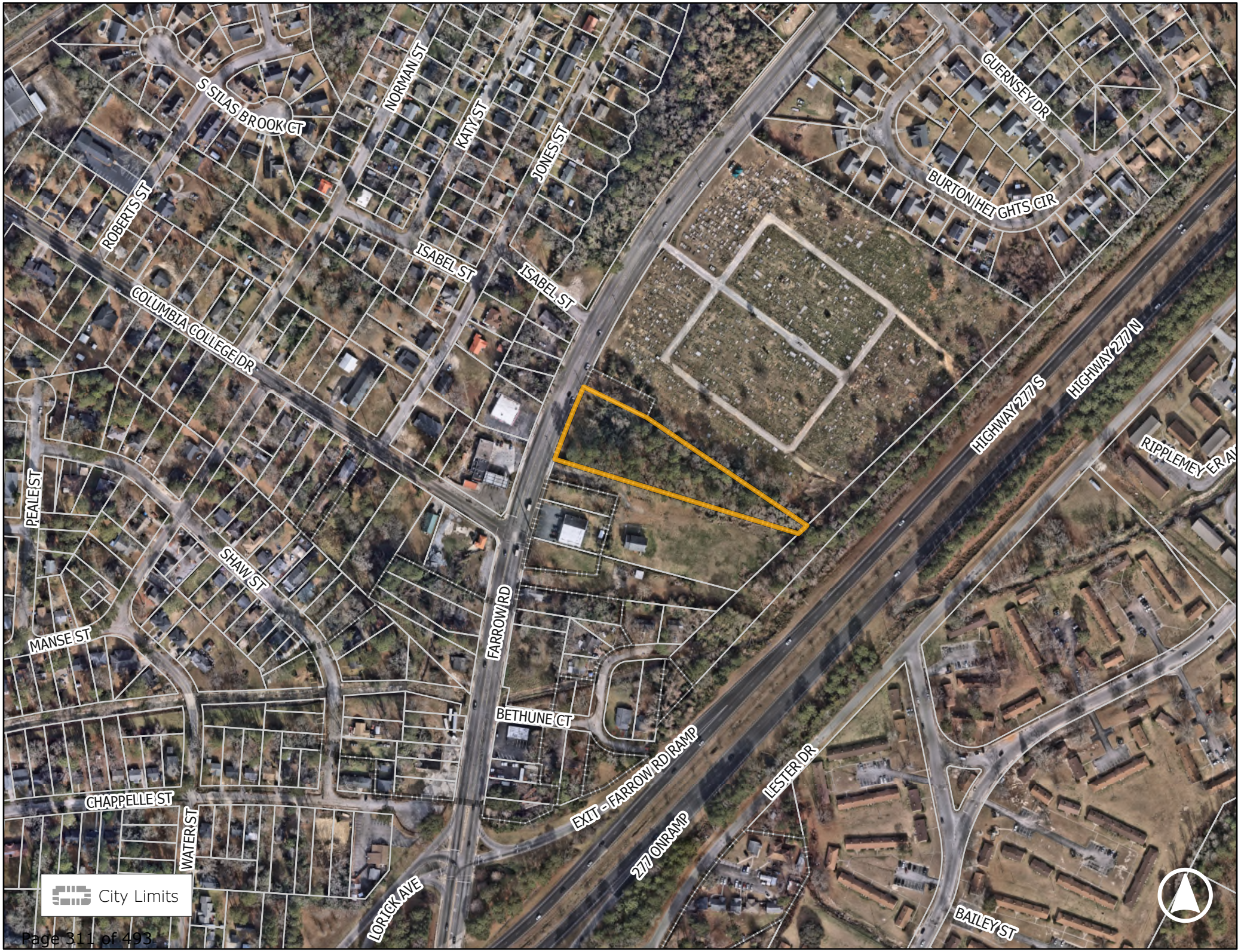
Refer to the attached zoning district descriptions for more information on the proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff finds that the proposed Future Land Use (FLU) classification of Urban Core Neighborhood Activity Center (UCAC-1) is appropriate given the site's size, context, and location along Farrow Road.

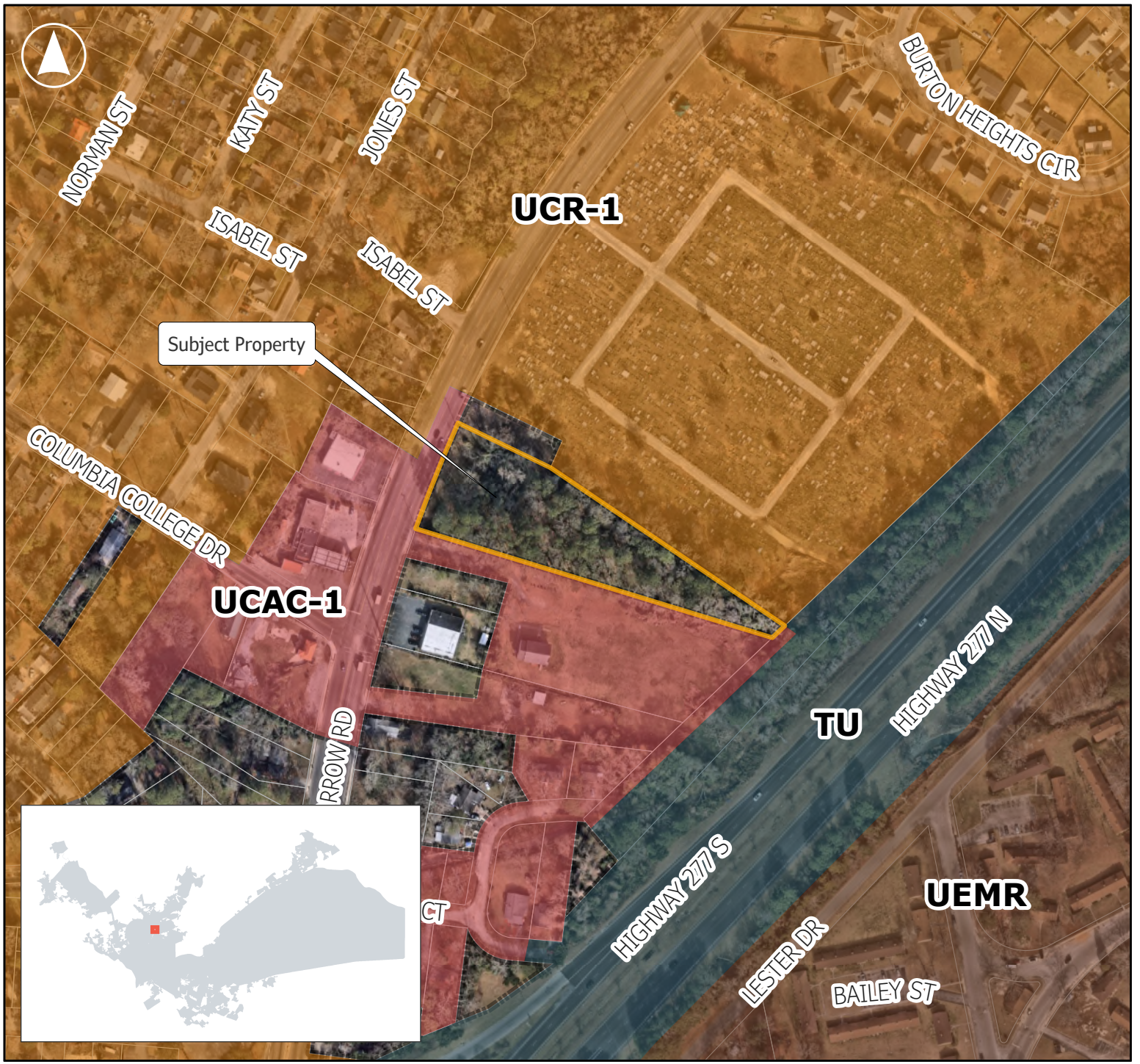
Staff further finds that the requested zoning designation is appropriate because of the site's size, location and context. The zoning request is compatible with the City's existing zoning pattern along Farrow Road and can accommodate the proposed development.

Therefore, Staff recommends the assignment of the land use classification of Urban Core Neighborhood Activity Center (UCAC-1) and the assignment of zoning of Neighborhood Activity Center/Corridor District (NAC) at the time of annexation.


S SILAS BROOK CT
NORMAN ST
KATY ST
JONES ST
GUERNSEY DR
ROBERTS ST
BURTON HEIGHTS CIR
ISABEL ST
ISABEL ST
COLUMBIA COLLEGE DR
HIGHWAY 277 S
HIGHWAY 277 N
RIPPLEMEYER AV
PEALE ST
SHAW ST
FARROW RD
MANSE ST
BETHUNE CT
EXIT - FARROW RD RAMP
LESTER DR
CHAPPELLE ST
WATER ST
277 ONRAMP
LORICK AVE
BAILEY ST
City Limits

Future Land Use

4116 Farrow Road; TMS# 11606-05-33
Current Richland County Future Land Use: Mixed Residential (High Density)
Proposed City Future Land Use: Urban Core Neighborhood Activity Center (UCAC-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

0 200 400 Feet

CITY OF Columbia

Planning & Development Services Department

Created by: cmgruber Date: 6/17/2026

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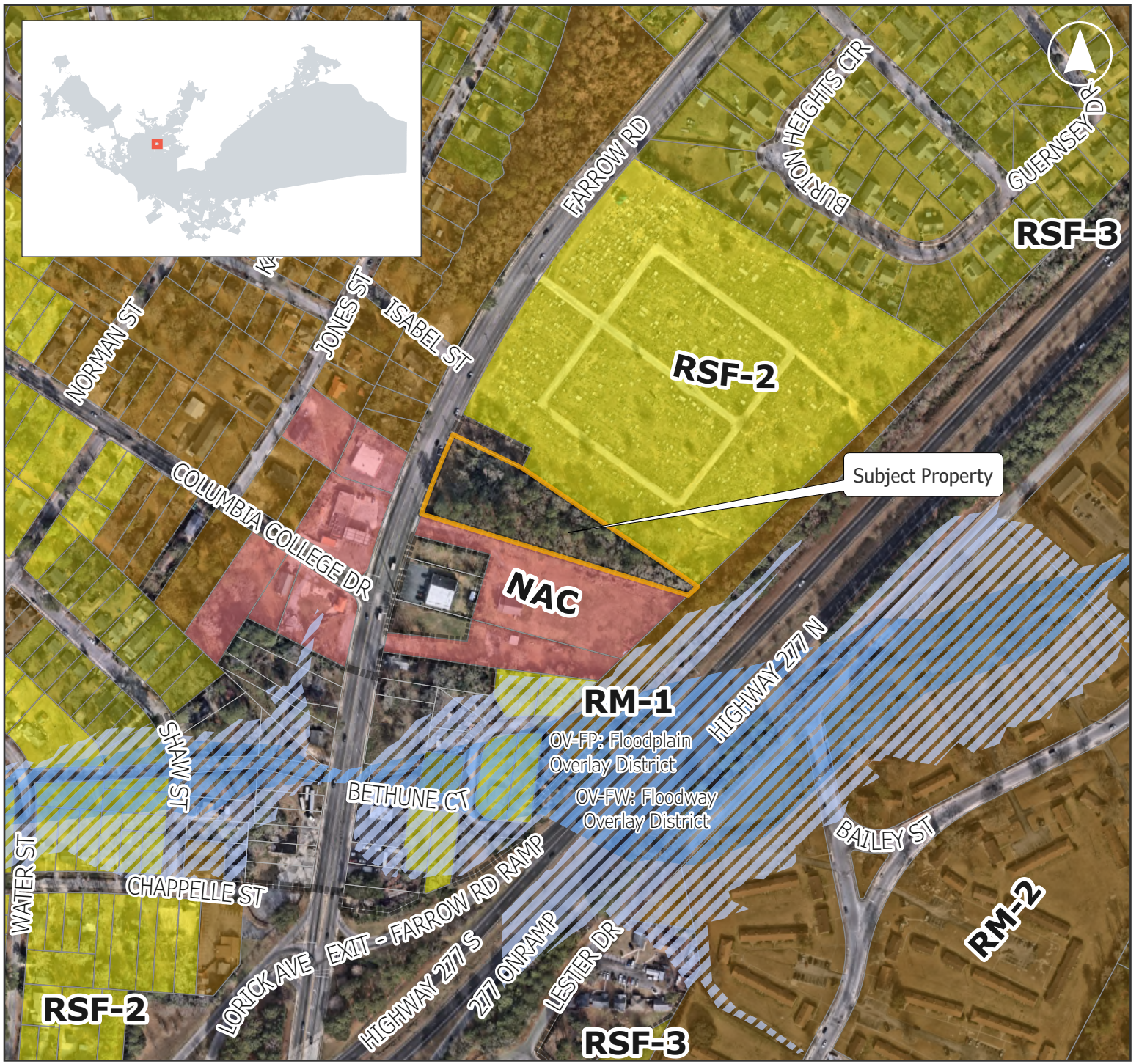
Zoning

4116 Farrow Road; TMS# 11606-05-33
Current Richland County Zoning: General Commercial (GC)
Proposed City Zoning: Neighborhood Activity Center/Corridor District (NAC)



CITY OF Columbia

Planning & Development Services Department

Created by: cmgruber Date: 6/17/2026

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Current Future Land Use Classification

MIXED RESIDENTIAL

Land Use and Character

Areas include much of the urban and suburban developed areas in the County as well as edge areas adjacent to other jurisdictions in the County. These are densely developed urban and suburban areas, or opportunities for dense suburban development. Mixed residential areas include the full range of uses supportive of neighborhood, community, and regional commercial and employment needs. Residential single-family, multi-family, office and institutional, general and neighborhood commercial, and recreational uses are appropriate for this area. Some light industrial uses are also found today in these areas, but additional industrial development with significant community impacts (i.e., noise, exhaust, odor, heavy truck traffic) is discouraged, unless the area is identified specifically for these uses. Schools, churches, parks, and other institutional uses help support the full service nature of Mixed Residential areas. **See Appendix B for more detailed guidance for this category.**

Desired Development Pattern

Developments should reinforce the guiding principle of making neighborhoods and communities in Richland County more livable. Mixed Residential areas should provide a mix of housing opportunities within individual developments, preferably organized around a neighborhood center or public space. To the extent possible, commercial and office development should be located in Activity Centers and in Mixed Use Corridors. High density residential uses should be located proximate to or incorporated within Activity Centers, increasing existing and future opportunities for transit service to these locations. Grid and modified grid development patterns are preferred over curvilinear and cul-de-sac designs to support connectivity.

Transportation

Upgrades to roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. New neighborhoods should include the full range of transportation options, including recreational sidewalks, trails and greenways, as possible.

Recommended Land Uses

Primary, Secondary, and Tertiary Land Uses: See Appendix B for the map and Handbook that identify recommended Development Types and Primary, Secondary, and Tertiary Uses that are encouraged for these areas.

Policy Guidance

1. See Appendix B for the map that identifies the recommended Development Types for Mixed Residential areas, and references specific design guidance for each Development Type.

Relevant Plans

Broad River Neighborhood Master Plan, Broad River Corridor and Community Master Plan, Lower Richland Community Strategic Master Plan, Trenholm Acres/Newcastle Master Plan, Arcadia Lakes Comprehensive Plan, Blythewood Comprehensive Plan, Cayce Comprehensive Plan, Columbia Comprehensive Plan, Forest Acres Comprehensive Plan

Priority Investment Areas

1 I-26 Broad River Road interchange (south), Portion of #5 I-20 Fairfield Interchange, Most of #9 Decker Boulevard and Two Notch Road, Portion of #10 I-77 Bluff Road Interchange (Bluff Road Exit)

Areas of Common Interest

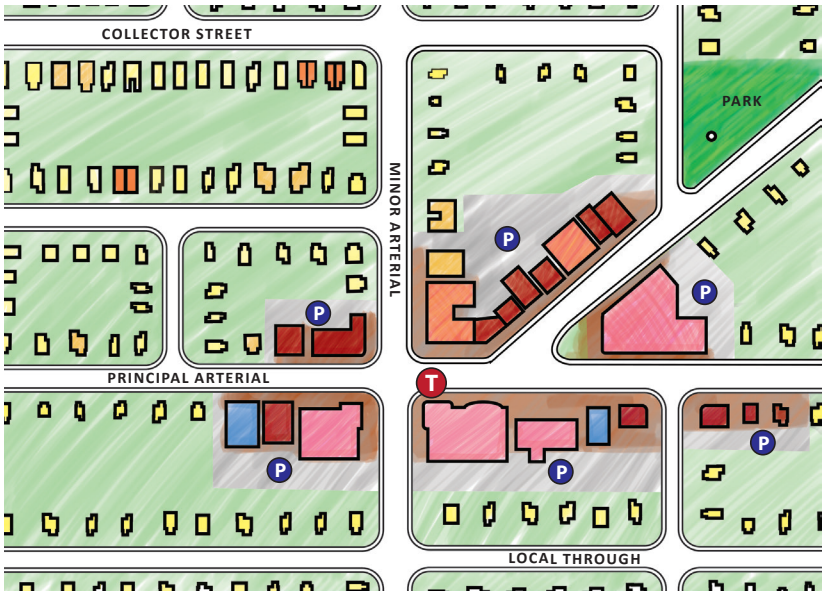
Proposed projects in the Northwest, North Central, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Proposed Future Land Use Classification

Development Types

URBAN CORE NEIGHBORHOOD ACTIVITY CENTER (UCAC-1)

Urban Core Neighborhood Activity Centers are small collections of primarily business uses, developed within the grid of Columbia's neighborhoods. These centers occur along major roadways through neighborhoods and provide services and retail to a market within the immediate neighborhood, or within a quarter-mile to one-mile radius, but they may capture traffic moving through the neighborhood on the way to other destinations. These centers typically occupy only parts of a city block and consist of just a few storefronts, two to three story mixed-use buildings, and have limited on-site parking. Their scale and architecture are similar to the surrounding neighborhood. They may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods. They do not display a significantly different subdivision pattern from the surrounding neighborhood.



UCAC-1 BUILDING TYPES/LAND USES

PRIMARY TYPES
- Multi-family Mixed-use Small
- Business/Employment Small (excl. Flex)

SECONDARY TYPES
- Single-family Attached
- Multi-family Small & Medium
- Civic/Institutional Small to Large

TERTIARY TYPES
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

UCAC-1 DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight with wide sidewalks and tree lawns. Sidewalks may be wider in activity centers than along the rest of the corridor. On-street parking, even along a road without on-street parking along the whole route, is appropriate.
- Blocks are square or rectangular, and the uses in the activity center typically occupy only a quarter or half of the block. Alleyways can be used in redevelopment or infill to provide access to small rear parking lots.
- The subdivision of lots is regular within a block with small, equally sized parcels typically meeting mid-block. Multiple smaller lots are consolidated to accommodate larger buildings in an activity center. Deeper lots are typically found along major roads.
- Buildings are typically set to the sidewalk edge or may have a small lawn when a converted residential structure is used. Entrances should be 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 buildings may be attached or built close to each other to establish a continuous street frontage. Individual lots may have only one narrow side yard and a zero lot line setback from front or side property lines.
- Building types may be mixed on a block, but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Structures may just utilize on-street parking or may have small parking areas behind the building; activity center parking may be shared in small lots.
- Open spaces in the form of neighborhood parks, plazas, linear parks, and greens are also contributing uses in an activity center. Pedestrian-oriented streetscape elements such as benches, street trees, landscaping, and outdoor dining areas are typical.
- Architectural detailing is human scale and shares many characteristics and proportions with single-family architecture, including frequent windows, front entrances, porches, stoops, and/or balconies. The majority of buildings are two to three stories.

Proposed Zoning District

NAC: Neighborhood Activity Center/Corridor District

Purpose

The purpose of the Neighborhood Activity Center/Corridor (NAC) District is to provide lands that accommodate moderate-density, walkable, neighborhood-scale mixed-use development with neighborhood-serving commercial development within the City's urban neighborhoods. The district is intended to be applied to portions of a city block, consisting of storefronts with limited on-site parking.

Uses are intended to be neighborhood-serving and capture some through-traffic, though auto-oriented uses and design are discouraged. Allowed uses include live/work and multi-family dwellings, mixed-use, offices, personal services uses, and community service uses. *No minimum parking.

Intensity and Dimensional Standards

Standard		Multi-family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)		10,000	5,000
Lot Width, min. (ft.)		75	N/A
Lot Coverage, max. (% of site area)		N/A	
Density, max. (du/acre)		N/A	
Front Yard Setback (ft.)	Min.	5 [1]	
	Max.	15 [1]	
Side Yard Setback, min. (ft.)		N/A	
Rear Yard Setback, min. (ft.)		15	
Building Height, max. (ft.)		50	

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

[1] In lieu of this standard, the Zoning Administrator may approve a front yard setback that is within 90 percent and 110 percent of the average front yard setback for buildings on the same block face, if more than 50 percent of the lots on the block face have buildings.

Use Standards

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

PRINCIPAL USES PERMITTED	Day care facility[1]	Laboratory, medical or dental
Dwelling, live-work[1]	Government office	Medical or dental clinic/office
Dwelling, mixed-use	Library	Nursing care facility
Dwelling, multifamily	Membership organization facility	Arboretum or botanical garden
Dwelling, single-family detached	Place of worship[1]	Cemetery
Dwelling, two-family	Public safety facility	Park or greenway[1]
Dwelling, townhouse	Social services facility	Park and ride
Residential care facility[2]	Elementary, middle, or high school	Parking lot[1]
Community recreation center	School, business or trade	Parking structure[1]
Cultural facility	Hospital	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

NAC: NEIGHBORHOOD ACTIVITY CENTER/CORRIDOR

Passenger terminal, surface transportation[2]

Railroad facility[2]

Utility facility, major[2]

Utility facility, minor

Veterinary hospital or clinic[1]

Eating establishment only[1]

Eating and drinking establishment, Type 1[1]

Eating and drinking establishment, Type 2[2]

Funeral home or mortuary

Business/Professional office

Bank, retail

Beauty salon or barbershop

Body piercing or tattoo establishment[1]

Dry cleaning pick-up[1]

Laundry, coin-operated

Nail salon

Repair of personal goods

Banquet hall

Performing arts center

Recreation facility, indoor, not elsewhere listed[1]

Recreation facility, outdoor, not elsewhere listed[2]

Building supplies and equipment store[1, 2]

Consumer goods store[1, 2]

Convenience store[2]

Farmers' market[1, 2]

Grocery store or food market[1]

Liquor store[2]

Pawn shop[2]

Gasoline sales and service station[1]

Vehicle equipment supplies sales and rentals

Community garden[1]

Crop production and processing

Manufacturing, assembly, or fabrication, light

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2026-064

Annexing 4116 Farrow Road, Richland County TMS # 11606-05-33 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

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

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

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

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

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

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

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

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2026, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 4116 Farrow Road, Richland County TMS # 11606-05-

LEGAL DEPARTMENT DRAFT

33 containing 2.33 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.

3. This property shall be apportioned to City Council District #2, Census Tract 109, and assigned a future land use classification of Urban Core Neighborhood Activity Center (UCAC-1) and zoning of Neighborhood Activity Center/Corridor District (NAC).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 11606-05-33

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

Requested by:

Jeff Palen, Assistant City Manager

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

ATTEST:

_____
Deputy City Attorney

_____
City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Last revised: 7/17/2026

ORDINANCE NO.: 2026-064

EXHIBIT "A"
PROPERTY DESCRIPTION

All that piece, parcel, or lot of land, situate, lying and being on the east side of Farrow Road, formerly known as Asylum Road, near the City of Columbia in the County of Richland, State of South Carolina, containing 2.33 acres, more or less, and being bounded on the north by land now or formerly of Leevy Johnson Funeral Home, Inc., known as Lincoln Cemetery, measuring thereon 689.66 feet, more or less, on the east by land now or formerly of Washington Carver Associates measuring thereon 75 feet, more or less, on the south by land now or formerly of Capitol City Lodge 847 and measuring thereon 680 feet, more or less, and on the west by Farrow Road, formerly known as Asylum Road, and measuring thereon 208.66 feet, more or less.

Richland County TMS: 11606-05-33

Property Address: 4116 Farrow Road

LEGAL DEPARTMENT DRAFT

Meeting Date: **September 1, 2026**

Department: **Planning and Development Services**

From: **Justin Steinmann, Director**

Ordinance No.: 2026-077 — An ordinance to establish a temporary moratorium on residential intensification of two-, three-, and four-family dwellings, on the expansion of vehicular use area, and on the conversion or demolition-replacement of single-family detached dwellings within the neighborhood areas depicted in Exhibit A, pending consideration of amendments to the Unified Development Ordinance; to provide for findings, exemptions, a sunset date, and severability; and for other purposes

First reading approval was given on August 18, 2026.

Background Summary: Transmitted with this memorandum is Ordinance No. 2026-077, a temporary moratorium on residential intensification within 2,191 identified parcels in and around the University of South Carolina campus. The ordinance has been approved as to form by the Deputy City Attorney. Staff requests first reading on August 18, 2026 and second reading on September 1, 2026.

Over the past year, the Department has documented a consistent pattern in the older neighborhoods nearest the university: bedrooms added within existing two-, three-, and four-family dwellings, frequently by interior reconfiguration rather than by expansion; side and rear yards paved for the parking of vehicles; and single-family detached houses converted to, or demolished and replaced with, multi-unit dwellings. These lots were platted substantially before the widespread use of the automobile and are generally smaller than the minimum dimensions of their present zoning, so added occupancy cannot be absorbed on the site and appears instead as paved yards and gardens or as vehicles displaced onto the public street. The Unified Development Ordinance does not presently reach this activity. Certificate of Design Approval review addresses exterior change only and applies solely within designated historic districts; no standard limits the paving of side or rear yards; and within the historic preservation overlay minimum off-street parking is reduced by half, which presupposes that residential intensity will hold steady.

What the ordinance does. For its duration, the City will not issue any permit or

approval authorizing, and no person may commence or carry out, three activities within the Moratorium Area: increasing the number of bedrooms within a dwelling unit of an existing two-, three-, or four-family dwelling; constructing or expanding vehicular use area serving such a dwelling beyond what lawfully exists; and converting a single-family detached dwelling to a two-, three-, or four-family dwelling, or demolishing one in connection with that construction. The ordinance exempts casualty repair, work required for code compliance or to abate an unsafe condition, ordinary maintenance, interior work that adds no bedrooms, work authorized by a permit already issued, and vested rights. A complete application accepted before the effective date is processed under the regulations in effect when it was accepted. The Moratorium Area is defined by an enumerated list of 2,191 Richland County tax map numbers at Exhibit A-2; the map at Exhibit A-1 is illustrative, and where the two differ, the list controls.

Duration and the permanent amendment. The moratorium takes effect upon adoption at second reading and expires automatically, without further Council action, on the earlier of the effective date of the permanent amendment or 180 days. The Department is preparing a companion text and map amendment establishing an OV-RI: Residential Intensification Overlay District, which will proceed with published notice and a public hearing under S.C. Code Ann. § 6-29-760. Section 9 of the ordinance directs the Department to report the status of that amendment to Council not less than once every sixty days. Any extension requires a separate ordinance adopted before expiration, on a finding of diligence, and may not exceed ninety days.

Schedule. The 180-day period runs from adoption at second reading on September 1, 2026 and expires on February 28, 2027. The adoption schedule is attached.

Recommendation. Staff recommends approval of Ordinance No. 2026-077.

Attachments:

1. Ord_2026-077_Adoption_Schedule
2. 2026-077 -OVHP_Moratorium_Ordinance_v11_clean
3. Matthew Tarney Email Ordinance 2026 077
4. Ord_2026-077 Moratorium Slides

CITY OF COLUMBIA
Planning & Development Services Department

Ordinance No. 2026-077 — Temporary Moratorium on Residential Intensification

Adoption Schedule

Date	Milestone	Responsible
August 18, 2026	Moratorium — first reading	City Council
September 1, 2026	Moratorium — second reading and adoption; effective date	City Council
October 19, 2026	Permanent amendment filed for HP/DRC	Planning & Development Services
October 31, 2026	60-day status report to Council	Planning & Development Services
November 9, 2026	Permanent amendment filed for Planning Commission	Planning & Development Services
November 19, 2026	HP/DRC — review and recommendation	HP/DRC
December 10, 2026	Planning Commission — review and recommendation	Planning Commission
December 18, 2026	Legal advertisement published — permanent amendment	City Clerk
December 30, 2026	60-day status report to Council	Planning & Development Services
January 19, 2027	Permanent amendment — first reading and public hearing	City Council
February 2, 2027	Permanent amendment — second reading and adoption; moratorium sunsets	City Council
February 28, 2027	Expiration — 180 days after the effective date	—

Board and Council dates are drawn from the 2026 Master Calendar. Prepared by the Planning & Development Services Department, August 14, 2026.

ORDINANCE NO. 2026-077

AN ORDINANCE TO ESTABLISH A TEMPORARY MORATORIUM ON RESIDENTIAL INTENSIFICATION OF TWO-, THREE-, AND FOUR-FAMILY DWELLINGS, ON THE EXPANSION OF VEHICULAR USE AREA, AND ON THE CONVERSION OR DEMOLITION-REPLACEMENT OF SINGLE-FAMILY DETACHED DWELLINGS WITHIN THE NEIGHBORHOOD AREAS DEPICTED IN EXHIBIT A, PENDING CONSIDERATION OF AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE; TO PROVIDE FOR FINDINGS, EXEMPTIONS, A SUNSET DATE, AND SEVERABILITY; AND FOR OTHER PURPOSES

WHEREAS, the City of Columbia (the "City") is authorized to enact and amend zoning regulations under the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, S.C. Code Ann. § 6-29-310 et seq., including the purposes stated in § 6-29-710 and the zoning power conferred by § 6-29-720; and,

WHEREAS, the OV-HP: Historic Preservation Overlay District (the "OV-HP District") is established under Sec. 17-3.7(i) of the City's Unified Development Ordinance (the "UDO") for the purposes, stated in Sec. 17-3.7(i)(1), of preventing the destruction of historic structures and ensuring that new uses, building design, and site features are compatible with the character of the City's historic districts and sites; and,

WHEREAS, the OV-HP District encompasses all of the City's historic sub-districts and every site or structure designated as a Type 1, Type 2, or Type 3 landmark; and,

WHEREAS, the six neighborhood areas depicted in Exhibit A to this Ordinance — Wales Garden, Granby, Hollywood-Rose Hill, Wheeler Hill, University Hills, and Martin Luther King (collectively, the "Moratorium Area") — lie in and around the University of South Carolina campus, share a common pattern of early- and mid-twentieth-century single-family and small multi-family building stock on comparatively small lots, and are subject to the same demand for student-oriented residential occupancy; and,

WHEREAS, the parcels comprising the Moratorium Area were selected from six areas of the City that carry differing regulatory status, as shown on the map at Exhibit A-1: Granby and Wales Garden are architectural conservation districts within the OV-HP: Historic Preservation Overlay District; Hollywood/Rose Hill is a community character district within the OV-CCP: Community Character Protection Overlay District; and University Hills, Martin Luther King, Jr., and Wheeler Hill are recognized neighborhood boundaries that are not themselves zoning overlay districts; and,

WHEREAS, notwithstanding those differences in regulatory status, the parcels comprising the Moratorium Area share the physical and locational characteristics that give rise to the conditions this Ordinance addresses: platting that substantially predates the widespread use of the automobile, lot dimensions below the minimums of their present base zoning districts, base zoning permitting two-, three-, and four-family dwellings, proximity to the University of South Carolina, and documented permit, design review, and code enforcement activity involving the addition of bedrooms, the paving of yards, and the conversion of single-family detached dwellings; and,

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WHEREAS, the City Council finds, based on permit activity, design review proceedings, and code enforcement experience within the Moratorium Area, that dwellings are being intensified through the addition of bedrooms, that yards are being paved for the parking of motor vehicles, and that single-family detached dwellings are being converted to, or demolished and replaced with, two-, three-, and four-family dwellings; and,

WHEREAS, the Planning and Development Services Department is preparing, for the City's consideration, a text amendment to the UDO (the "Pending Amendment") that would, among other things, limit increases in the number of bedrooms within two-, three-, and four-family dwellings, establish a maximum vehicular use area for lots, and regulate the conversion of single-family detached dwellings to two-, three-, and four-family dwellings; and,

WHEREAS, during the period required to complete review and adoption of the Pending Amendment, the issuance of permits and approvals for, and the commencement of, the activities the Pending Amendment is intended to regulate could result in the irreversible alteration of contributing historic structures, the paving of historic yards and gardens, and the intensification of residential occupancy in a manner inconsistent with the character of the Moratorium Area and that would frustrate the purpose of the Pending Amendment; and,

WHEREAS, the City Council finds that a temporary, narrowly tailored moratorium is necessary to protect the public health, safety, and welfare and to preserve the historic resources and character of the Moratorium Area pending the City's deliberation on the Pending Amendment.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, in Council assembled, this _____ day of _____, 2026 as follows:

Section 1. Findings.

The findings and recitals set forth above are adopted by the City Council and incorporated into this Ordinance as though fully restated.

Section 2. Definitions.

For purposes of this Ordinance, terms have the meanings given in the UDO, including Sec. 17-9.3 and Sec. 17-9.4. In addition:

(a) "Moratorium Area" means the parcels of real property listed by tax map number in Exhibit A-2, attached to and incorporated into this Ordinance. The map at Exhibit A-1 is included for illustration only; where the map and the list at Exhibit A-2 differ, the list controls.

(b) "OV-HP District" means the OV-HP: Historic Preservation Overlay District established under Sec. 17-3.7(i) of the UDO, including every historic sub-district and every site or structure designated as a Type 1, Type 2, or Type 3 landmark.

(c) "Restricted Activity" means any activity described in Section 3 of this Ordinance.

(d) "Vehicular use area" means any area of a lot devoted or designed to be devoted to the movement, parking, or storage of motor vehicles, including driveways, parking spaces, parking

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pads, vehicular access aisles, and turnarounds, regardless of surfacing material, but excluding any area within a fully enclosed building and any area beneath a carport.

Section 3. Moratorium Established.

For the duration of this Ordinance, the City shall not issue any building permit, zoning permit, certificate of zoning compliance, certificate of design approval, or other development approval that would authorize, and no person shall commence or carry out, any of the following within the Moratorium Area:

(a) any increase in the number of bedrooms within a dwelling unit of an existing two-, three-, or four-family dwelling, whether by enlargement or expansion of the structure, interior alteration or reconfiguration, or conversion of attic, basement, garage, porch, or other space;

(b) the construction, establishment, enlargement, or expansion of any vehicular use area for a two-, three- or four-family dwelling beyond the vehicular use area lawfully existing on the effective date of this Ordinance; or

(c) the conversion of a single-family detached dwelling to a two-, three-, or four-family dwelling, or the demolition or removal of a single-family detached dwelling followed by, or in connection with, the construction of a two-, three-, or four-family dwelling on the lot. An application for demolition or removal of a single-family detached dwelling shall be treated as within this subsection unless the owner files, with the Zoning Administrator, a notarized declaration that no two-, three-, or four-family dwelling will be constructed on the lot while this Ordinance remains in effect.

Section 4. Applicability.

This Ordinance applies to each parcel listed in Exhibit A-2, including any such parcel that also lies within a historic sub-district of the OV-HP District or is designated as a Type 1, Type 2, or Type 3 landmark. This Ordinance does not apply to any parcel that is not listed in Exhibit A-2.

Where a parcel listed in Exhibit A-2 is subdivided, is combined with another parcel, or is assigned a new tax map number after the effective date of this Ordinance, the Ordinance continues to apply to all land that was within the listed parcel on the Ordinance Effective Date.

The Zoning Administrator shall determine whether a particular parcel is listed in Exhibit A-2.

Section 5. Exemptions.

This Ordinance does not apply to:

(a) repair or reconstruction of a structure damaged or destroyed by fire, storm, or other casualty, restoring it to the configuration lawfully existing before the casualty, provided the number of bedrooms and the vehicular use area are not increased;

(b) work required to comply with the building, fire, or property maintenance codes, or to abate an unsafe or dangerous condition, as determined by the building official;

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(c) ordinary maintenance and repair that does not increase the number of bedrooms or the vehicular use area;

(d) interior work that does not increase the number of bedrooms within a dwelling unit;

(e) completion of work authorized by a valid permit issued before the effective date of this Ordinance; and

(f) any application or development for which a vested right has been established under the Vested Rights Act, S.C. Code Ann. §§ 6-29-1510 et seq., or under a development agreement.

Section 6. Vested Rights; Pending Applications.

Nothing in this Ordinance affects a right that has vested under the Vested Rights Act, S.C. Code Ann. §§ 6-29-1510 et seq., or under a permit validly issued before the effective date of this Ordinance. Notwithstanding Section 3, a complete application for a Restricted Activity accepted by the City before the effective date of this Ordinance shall be processed under the regulations in effect when it was accepted.

Section 7. Duration; Sunset.

This Ordinance takes effect as provided in Section 12 and expires automatically, without further action by the City Council, on the earlier of: (a) the effective date of the Pending Amendment; or (b) one hundred eighty (180) days after the effective date of this Ordinance. Upon expiration, the provisions of the UDO then in effect govern.

Section 8. Extension.

This Ordinance may be extended only by ordinance adopted before this Ordinance expires, upon a finding by the City Council that the City is proceeding diligently with the Pending Amendment and that additional time is reasonably necessary to complete it. No single extension shall exceed ninety (90) days, and no extension shall be open-ended.

Section 9. Direction to Staff.

The Planning and Development Services Department is directed to proceed diligently with preparation and processing of the Pending Amendment, to present the Pending Amendment to the Historic Preservation Design Review Commission (HP/DRC) and the Planning Commission for review and recommendation as expeditiously as practicable, and to report the status of the Pending Amendment to the City Council not less than once every sixty (60) days while this Ordinance remains in effect.

Section 10. Relationship to Other Law.

This Ordinance does not authorize any activity otherwise prohibited by law and does not relieve any person of the obligation to comply with the UDO, including the historic preservation and design review requirements of Sec. 17-2.5(g), Certificate of Design Approval — Historic Districts and Landmarks, or with any other applicable law. Where this Ordinance and another provision both apply, the more restrictive controls.

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Section 11. Severability.

If any section, subsection, sentence, clause, or phrase of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, that holding does not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance, and each part of it, regardless of the invalidity of any other part.

Section 12. Effective Date.

(a) This Ordinance shall be adopted following two readings before City Council held not less than one week apart, as required by S.C. Code Ann. § 6-1-110.

(b) This Ordinance takes effect upon adoption at second reading, and that date is the effective date of this Ordinance for all purposes. The duration and sunset provisions of Section 7 run from that date.

Requested by:

Mayor and City Council

Approved by:

_____
Mayor

_____
City Manager

Approved as to form:

Deputy City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

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EXHIBIT A

MORATORIUM AREA

The Moratorium Area consists of the parcels listed by tax map number in Exhibit A-2. Exhibit A-1 is a map depicting those parcels. Exhibit A-1 is illustrative; Exhibit A-2 is the operative description of the Moratorium Area, and where the two differ, Exhibit A-2 controls.

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EXHIBIT A-1

MAP OF THE MORATORIUM AREA

Map of the Moratorium Area, City of Columbia Planning & Development Services, export date August 10, 2026. Affected parcels are shown in orange. Illustrative only; Exhibit A-2 controls.

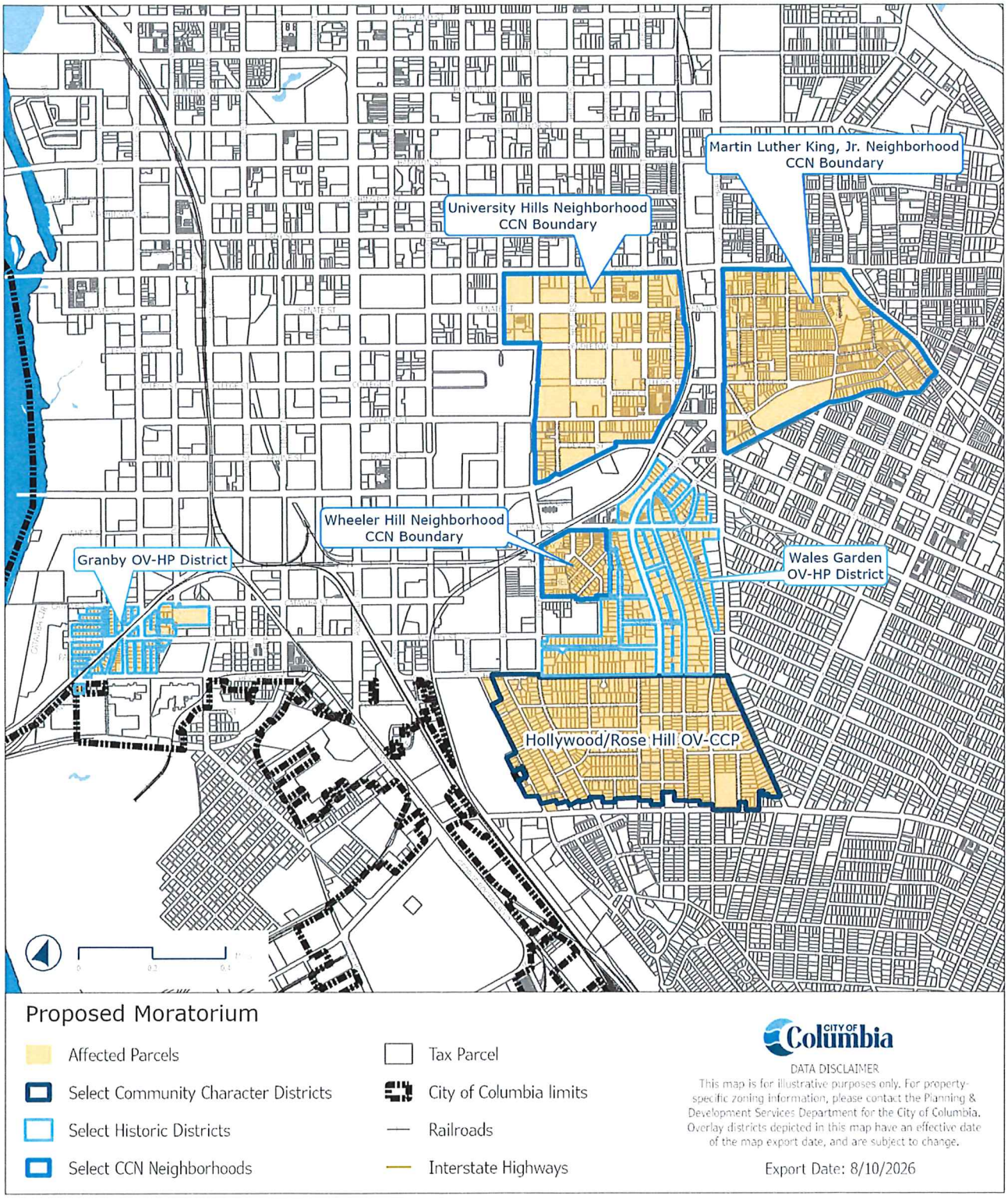

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EXHIBIT A-2

PARCELS COMPRISING THE MORATORIUM AREA

The Moratorium Area consists of the 2,191 parcels of real property identified by the Richland County tax map numbers listed below. Numbers are listed in ascending order, reading left to right across each row.

Total parcels listed: 2,191.

08812-01-01	08812-01-02	08812-01-03	08812-01-04	08812-01-05	08812-01-06
08812-01-07	08812-01-08	08812-01-09	08812-01-10	08812-01-11	08812-01-12
08812-01-13	08812-01-15	08812-01-16	08812-01-17	08812-02-01	08812-02-02
08812-02-03	08812-02-04	08812-02-05	08812-02-06	08812-02-07	08812-02-08
08812-02-09	08812-02-11	08812-02-12	08812-02-13	08812-02-14	08812-02-15
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LEGAL DEPARTMENT DRAFT

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LEGAL DEPARTMENT DRAFT

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LEGAL DEPARTMENT DRAFT

Outlook

FW: [EXTERNAL] Ordinance No. 2026-077

From Zoning <Zoning@columbiasc.gov>
Date Mon 8/17/2026 2:29 PM
To City Clerk <CityClerk@columbiasc.gov>

Good afternoon,

Please see the email below.

Thank you,

KATIE BUTLER
Zoning Specialist
City of Columbia
Phone: 803-545-3223
www.columbiasc.gov

⚠ FRAUD ALERT: The City of Columbia will never send unsolicited requests to update payment methods, including ACH or wire transfer information. If you receive such a message, do not respond — report it to your IT team immediately and notify us directly using a verified City of Columbia contact.

From: Matthew Tarney <matthew.tarney@gmail.com>
Sent: Monday, August 17, 2026 1:39 PM
To: Zoning <Zoning@columbiasc.gov>
Subject: [EXTERNAL] Ordinance No. 2026-077

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access. For suspicious emails, please report using the "Phish Alert Report" button.

You don't often get email from matthew.tarney@gmail.com. Learn why this is important
Hello,

I am unable to attend the public reading, but would like to add my strong support for Ordinance 2026-077, "A Temporary Pause on Added Bedrooms and New Paving in Six Older Neighborhoods".

My family and I live at 1708 Crestwood Dr in Hollywood/Rose Hill and acutely feel the effects of the crowding and overflow parking caused by the unpermitted expansion of the South Saluda apartment complex. I am strongly in favor of banning or limiting increased housing density in our historic neighborhoods.

Thank you,

Matthew Tarney
matthew.tarney@gmail.com
+1.704.281.5153

Why a temporary pause

What has been happening in six older neighborhoods, and why current standards do not reach it

WHAT WE ARE SEEING

1 More bedrooms in existing buildings

Added inside duplexes, triplexes, and four-unit buildings — often by dividing up rooms, with no change to the exterior.

2 Yards paved for parking

Front, side, and rear yards surfaced for vehicles, in gravel as often as asphalt.

3 Single-family houses converted or replaced

Converted to multi-unit buildings, or demolished and rebuilt as them.

Laid out before most households owned cars, on lots smaller than zoning now requires.

WHY CURRENT STANDARDS DO NOT REACH IT

- Design review looks only at the exterior, and only in historic districts
- No standard limits paving behind the front of the house
- Historic districts require half the normal off-street parking

MEASURED ON ONE LOT

4,720 square feet of paving measured on a single lot in the study area.

What the moratorium would do

A pause on three activities, with the ordinary exceptions preserved

WHILE IN EFFECT, THE CITY WOULD NOT ISSUE PERMITS FOR

a

Adding bedrooms

To an existing duplex, triplex, or four-unit building.

b

New or expanded parking

Serving those buildings, beyond what lawfully exists on the effective date.

c

Conversion or demolition-replacement

Converting a single-family house to a duplex, triplex, or four-unit building — or demolishing one to build one.

What it does not affect

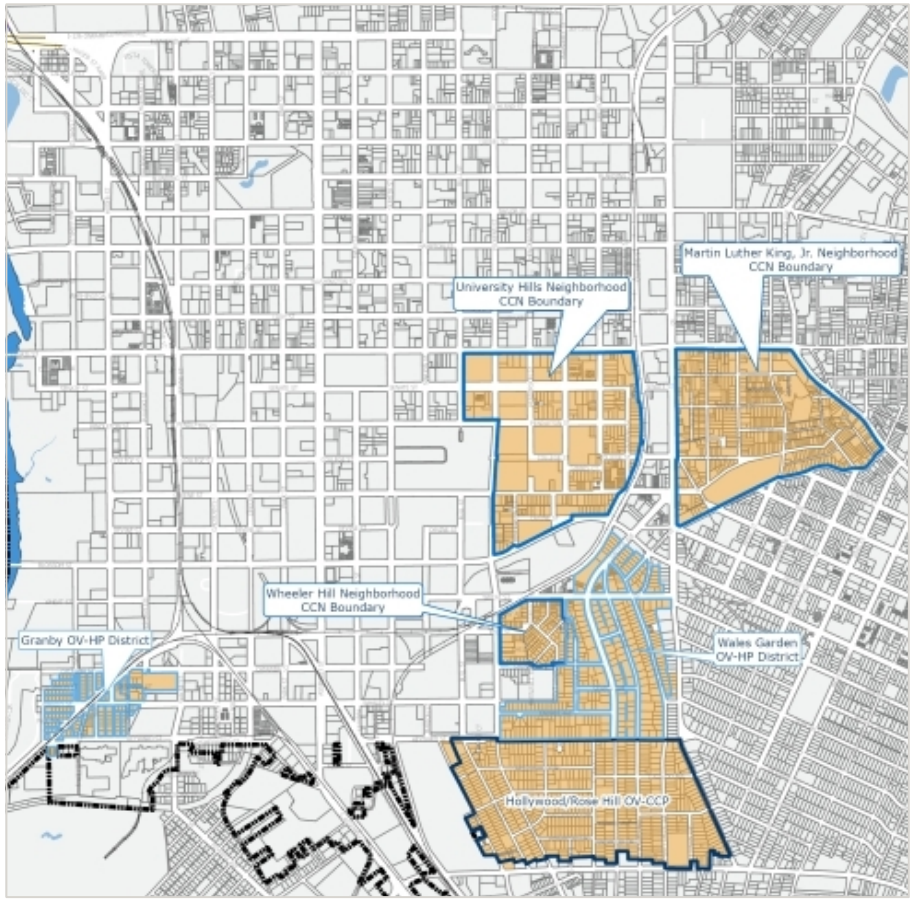
- Single-family homes used as single-family homes
- Repairs, maintenance, and interior work that adds no bedroom
- Work to correct a code violation or unsafe condition
- Rebuilding after fire, storm, or other casualty
- Permits already issued, and applications already filed

The moratorium takes effect on adoption at second reading. It expires automatically at 180 days, or sooner if the permanent rules are adopted first.

GEOGRAPHY

Where it would apply

Parts of six neighborhoods; the moratorium identifies each affected property individually



Affected parcels shown in orange. City of Columbia, export date August 10, 2026.

THE SIX AREAS

Granby	Historic district
Wales Garden	Historic district
Hollywood/Rose Hill	Community character district
University Hills	Neighborhood area
Martin Luther King, Jr.	Neighborhood area
Wheeler Hill	Neighborhood area

Only certain properties within these areas are affected. The map is illustrative; the moratorium's property list controls.

THE PERMANENT RULES

What the moratorium is holding ground for

A text and map amendment establishing an OV-RI: Residential Intensification Overlay District

WHAT THE STANDARD MAY ADDRESS

1

Bedroom counts

How many bedrooms a dwelling unit in a duplex, triplex, or four-unit building may contain.

2

New or expanded parking

A limit on the share of a lot that may be surfaced for the movement and parking of vehicles.

3

Conversion and replacement

When a single-family house may be converted to, or replaced with, a multi-unit building.

HOW THEY WILL BE DEVELOPED

- Measure lot sizes and existing paved area across the affected parcels
- Review several years of permit, design review, and code enforcement activity
- Draft standards calibrated to those measured conditions
- Review by HP/DRC and the Planning Commission, then City Council with a public hearing

The moratorium is meant as a pause on these developments while more specific standards are developed. The pause matters because these changes are permanent — a paved-over yard, a divided-up house, or a demolished home cannot be undone by a rule adopted afterward.

SCHEDULE

From the pause to permanent rules

The pause runs 180 days from adoption; the permanent amendment is targeted for adoption within that window

Aug. 18, 2026	City Council — first reading	
Sept. 1, 2026	City Council — second reading; pause takes effect	
Nov. 19, 2026	Historic Preservation / Design Review Commission reviews draft rules	Public meeting
Dec. 10, 2026	Planning Commission reviews draft rules	Public meeting
Jan. 19, 2027	City Council — first reading of permanent rules	Public hearing
Feb. 2, 2027	City Council — second reading; pause ends when the rules take effect	
Feb. 28, 2027	Latest the pause can remain in effect	

Public comment can be given at the Commission and Planning Commission meetings and at the Council hearing. Full adoption schedule attached.

ORDINANCE NO.: 2026-059

Amending the Official Zoning Map to modify the zoning for 513 S. Saluda Avenue, Richland County TMS # 11212-05-03

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 513 S. Saluda Avenue, Richland County TMS # 11212-05-03; and,

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

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

WHEREAS, the City of Columbia Planning Commission has reviewed the application and made a recommendation to City Council regarding the application in accordance with §17-2.5(c)(3)(f) of the UDO; and

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

WHEREAS, the Columbia City Council has determined that the proposed rezoning meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ___ day of _____, 2026, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 513 S. Saluda Avenue, Richland County, Richland County TMS# 11212-05-03 as shown in Attachment A, is hereby rezoned from Employment Campus District in the Airport Safety Overlay District (EC, OV-A) to Residential Mixed District in the Airport Safety Overlay District (RM-2, OV-A). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

LEGAL DEPARTMENT DRAFT

Requested by:

Jeff Palen, Assistant City Manager

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

Introduced:
Final Reading:

_____
Mayor

ATTEST:

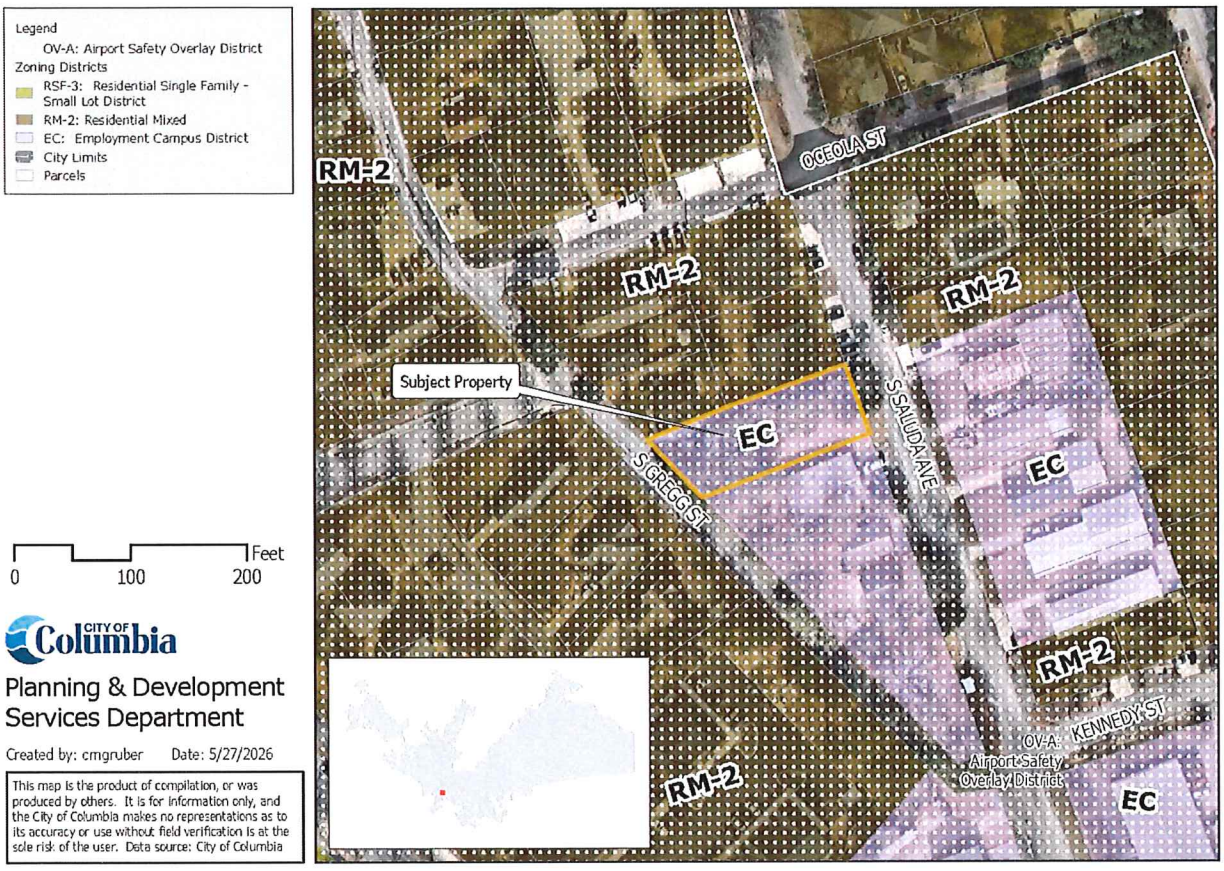
_____
City Clerk

LEGAL DEPARTMENT DRAFT

Attachment A

Zoning

513 South Saluda Avenue, TMS# 11212-05-03
Current Zoning: Employment Campus District in the Airport Safety Overlay District (EC, OV-A)
Proposed Zoning: Residential Mixed District in the Airport Safety Overlay District (RM-2, OV-A)



City of Columbia

Planning & Development Services Department

Created by: cmgruber Date: 5/27/2026

This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia

LEGAL DEPARTMENT DRAFT

CITY COUNCIL

July 21, 2026 at 4:00 P.M.
City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

ZONING MAP AMENDMENT CASE SUMMARY

513 S. Saluda Avenue
TMS#s 11212-05-03

Council District:	3
Proposal:	Request to rezone the property from Employment Campus District in the Airport Safety Overlay District (EC, OV-A) to Residential Mixed District in the Airport Safety Overlay District (RM-2, OV-A).
Applicant:	Dallas Massey, Massey Holdings, LLC
Staff Recommendation:	Approval
PC Recommendation:	6/11/2026; Rec. Approval (7-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: ±0.21 acres
Current Use: Vacant Land
Proposed Use: Duplexes
Future Land Use Classification: Employment Campus (EC)
Current Zoning: Employment Campus District in the Airport Safety Overlay District (EC, OV-A)
Proposed Zoning: Residential Mixed District in the Airport Safety Overlay District (RM-2, OV-A)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification
The subject property is designated as Employment Campus (EC) in the *Columbia Compass: Envision 2036* Future Land Use Map.

Refer to the attached land use classification description. A matrix and visual glossary of related building types and land uses described within the Columbia Compass comprehensive plan can be found here.

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

The subject property is located within the study area of the *Rosewood Corridor & Neighborhood Plan* (2012). The plan proposed a future land use of Single-Family - Small Lot for the subject property (Ch. 4, pg. 30, Map 4.2). The property is also located within the area identified as a Potential Neighborhood Design Overlay (Ch. 4, pg. 28, Map 4.7). The plan sets forth six physical development goals for the neighborhood:

1. Encourage and maintain the single-family heritage of the community.
2. Encourage new structures and developments to compliment the existing architecture of the neighborhood.
3. Provide opportunities in selected areas for densities higher than a single-family home.
4. Maintain the single-family density throughout a majority of the neighborhood.
5. Provide a more walkable and sustainable community for the future.
6. Increase and develop a stronger sense and definition of what makes Rosewood a unique and memorable neighborhood.

ZONING

The subject property is currently zoned EC: Employment Campus District within the OV-A: Airport Safety Overlay District. The abutting properties to the south and east are zoned EC and contain a mixture of small warehouses and offices. The properties to the north and west are zoned RM-2: Residential Mixed District, and contain a mixture of single family residences and duplexes. All surrounding properties are located within the Airport Safety Overlay District (OV-A).

The current EC base district permits certain residential uses but the OV-A overlay district prohibits residential development within non-residential base districts. The applicant wishes to develop the property with a duplex or duplexes and thus is seeking this rezoning. Depending on the surveyed size of the lot it appears that either three or four units may be permitted based on the density requirements of the RM-2 district.

The City of Columbia's Airport Safety Overlay (OV-A) is informed by, but not to be confused with, the South Carolina Aeronautics Commission's Airport Safety Zones. State law (Sec. 55-13-5 of the *SC Code of Laws*) requires that land use decisions by municipal governments consider the presence of these airport land use zones and the effect of the decision on airport operations and safety.

The implementation of the City's Airport Safety Overlay fulfills part of that requirement of state law, and roughly traces the outline of areas identified as the Runway Protection Zone and the Inner Approach & Transition Zone for Jim Hamilton-LB Owens Airport. This requirement to consider the state-designated airport zones (and airport operations and safety) also extends to the Planning Commission's recommendation on the request and, ultimately, to City Council's decision.

The proposed City of Columbia Zoning is Residential Mixed District (RM-2), Airport Safety Overlay District (OV-A).

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 and the land use recommendations of the *Rosewood Corridor & Neighborhood Plan*. Extending RM-2 to the subject property is consistent with the pattern of zoning to the north and west (across S. Gregg St). In general, uses in the RM-2 district are considered to be less intense than those permitted in the EC district and are in character with the surrounding neighborhood.

Any development within the OV-A is subject to limitations, including a maximum height of 35 feet and may be required to record avigation easements, hold harmless agreements, and public notification requirements.

In consideration of these existing plans, staff finds that a recommendation to approve this zoning request is appropriate. The Planning Commission may also wish to consider any testimony that the South Carolina Aeronautics Commission and/or the Jim Hamilton-LB Owens Airport may provide.

S SALUDA AVE
OCEOLA ST
OCEOLA ST
S GREGG ST
S PICKENS ST
S EDISTO AVE
KENNEDY ST
City Limits

Future Land Use

513 South Saluda Avenue, TMS# 11212-05-03
Future Land Use: Employment Campus (EC)

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

CITY OF Columbia

Planning & Development Services Department

Created by: cmgruber Date: 5/27/2026

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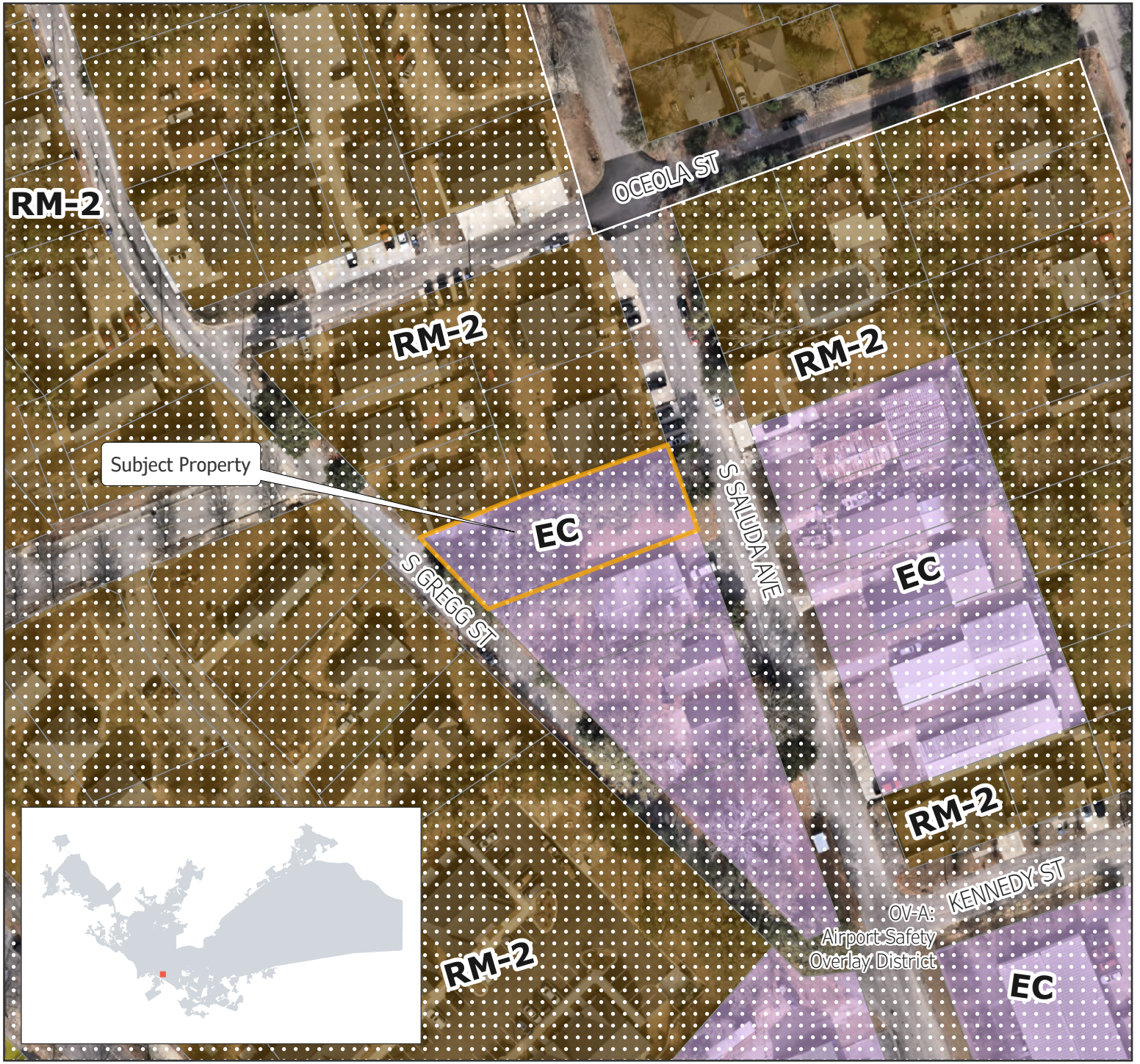
Zoning

513 South Saluda Avenue, TMS# 11212-05-03
Current Zoning: Employment Campus District in the Airport Safety Overlay District (EC, OV-A)
Proposed Zoning: Residential Mixed District in the Airport Safety Overlay District (RM-2, OV-A)

Legend
- OV-A: Airport Safety Overlay District

Zoning Districts
- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- EC: Employment Campus District
- City Limits
- Parcels



0 100 200 Feet

CITY OF Columbia

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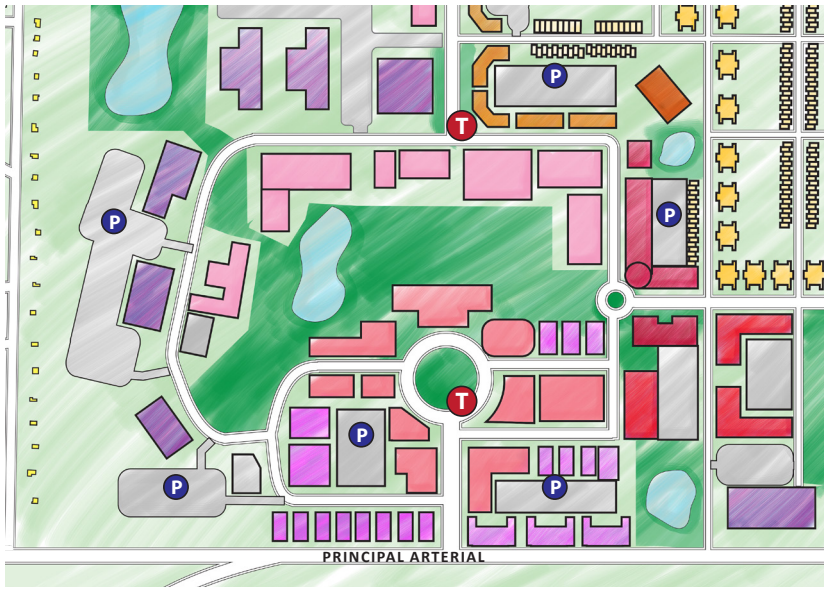
Future Land Use Classification

Development Types

EMPLOYMENT CAMPUS (EC)

These are areas dedicated to concentrations of employment uses, including professional services, research and development, and light production facilities. They are often designed in parks, with internal street networks, extensive green spaces, and large format buildings. These campuses are most often found at the urban edge and require large tracts of land. These campuses are comprised primarily of office buildings, including corporate offices, medical or professional offices, office suites, non-polluting manufacturing, and research and development uses. Redevelopment and infill with more supporting uses, such as multi-family residential or retail/entertainment uses, is encouraged, with access to multimodal transit stops in and near the employment campus.



P parking T transit

EC BUILDING TYPES/LAND USES

PRIMARY TYPES

- Office/Services Medium to High-rise
- Flex Medium to Extra Large

SECONDARY TYPES

- Multi-family Mixed-use Medium & High-rise
- Parking Structures

TERTIARY TYPES

- Single-family Attached
- Multi-family Small to High-rise
- Commercial Small to Extra Large
- Parking Lots

See matrix for appropriate park/open space types.

Development Types

EC DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way may be organized in a curvilinear or rectilinear grid, creating blocks of different types. Sidewalks and trails are provided throughout the campus, with special attention to connections to transit centers and individual buildings.
- Subdivision of lots is semi-regular, but flexible enough to accommodate various building/parking configurations for large format uses.
- Buildings address the street, and may be built near the sidewalk or in the center of lots depending on the intensity and design of the campus.
- Parking may be provided in shared surface lots or parking structures. Structured parking is strongly encouraged to increase capacity of employment campuses.
- Large linear or community scale opens paces or parks are an integrated component of these developments. As development intensity increases, more urban open spaces may be included, such as plazas and greens.
- Architecture is large to very large scale, with four to six stories being typical. High-rises may be appropriate, especially when mixed-use buildings are included.

Current Zoning District

EC: Employment Campus District

Purpose

The purpose of the Employment Campus (EC) District is to provide lands that accommodate a mix of employment, research and development, and light industrial development, with high quality design, typically within a campus setting.

Development allowed in the EC District includes office, institutional, light industrial, research, and similar employment uses. Allowed uses include trade schools, offices, research and medical laboratories, and medium-intensity manufacturing, as well as uses such as multi-family dwellings, restaurants, and retail sales and services that are supportive of principal employment-based uses.

Intensity and Dimensional Standards

Standard	Multi-Family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)	10,000	N/A
Lot Width, min. (ft.)	75	50
Lot Coverage, max. (% of site area)	75	
Density, max. (du/acre)	N/A	
Front Yard Setback, min. (ft.)	15	
Side Yard Setback, min. (ft.)	5	
Rear Yard Setback, min. (ft.)	10	
Building Height, max. (ft.)	75	

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

Use Standards

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

PRINCIPAL USES PERMITTED

Dwelling, live -work

Dwelling, mixed-use

Dwelling, multifamily

Dwelling, townhouse

Continuing care Community (CCRC)[1]

Residential care facility[2]

Broadcasting studio

Newspaper or periodical publishing establishment

Community recreation center

Cultural facility

Day care facility

Government office

Library

Membership organization facility

Place of worship[1]

Public safety facility

Social services facility

College or university

Elementary, middle, or high school

School, business or trade

Hospital

Laboratory, medical or dental

Medical or dental clinic/office

Nursing care facility

Park or greenway[1]

Park and ride

Parking lot[1]

Parking structure[1]

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

EC: EMPLOYMENT CAMPUS

Passenger terminal, surface transportation

Utility facility, major[2]

Utility facility, minor

Animal shelter

Kennel[1]

Veterinary hospital or clinic[1]

Laboratory, testing or research

Linen or uniform supply

Self-service storage[1]

Sign fabricating establishment

Eating establishment only[1]

Eating and drinking establishment, Type 1[1]

Eating and drinking establishment, Type 2[2]

Funeral home or mortuary

Business/Professional office

Contractor's office

Bank, retail

Beauty salon or barbershop

Body piercing or tattoo establishment[1]

Dry cleaning pick-up[1]

Laundry, coin-operated

Nail salon

Repair of personal goods

Car wash

Banquet hall

Recreation facility, indoor, not elsewhere listed

Recreation facility, outdoor, not elsewhere listed

Building supplies and equipment store

Consumer goods store

Convenience store[2]

Farmers' market

Grocery store or food market

Liquor store[2]

Gasoline sales and service station[1]

Personal vehicle repair and maintenance[1]

Personal vehicle sales and rentals[1]

Vehicle paint and finishing shop

Hotel or motel

Agriculture and forestry uses, not elsewhere listed

Community garden[1]

Crop production and processing

Warehouse distribution and storage

Wholesale sales, not elsewhere listed

Manufacturing, assembly, or fabrication, light

Manufacturing, assembly, or fabrication, medium

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

Proposed Zoning District

RM-2: Residential Mixed District

Purpose

The purpose of the Residential Mixed (RM-2) District is to provide lands that accommodate moderate-density mixed residential development that allows single-family, two-family, townhouse, and medium-scale multi-family dwellings.

The street network is gridded and buildings are located close to, and oriented toward, the street.

Intensity and Dimensional Standards

Standard	Townhouse	All Other Uses
Lot Area, min. (sf.)	8,000[1]/1,500[2]	3,000
Lot Width, min. (ft.)	75[1]/18[2]	40
Lot Depth, min. (ft.)	60	60
Lot Coverage, max. (% of site area)	50	50
Density, max. (du/acre)	N/A	17.2
Front Yard Setback, min. (ft.)	15	15
Side Yard Setback, min. (ft.)	[3]	5
Rear Yard Setback, min. (ft.)	10	10
Building Height, max. (ft.)	50	50

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

[1] Applies to the development lot as a whole rather than individual lots under individual units.

[2] Applies to individual lots under individual units.

[3] A minimum of five feet required between end units and side yard and ten feet between end units and any secondary front yard.

Use Standards

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

PRINCIPAL USES PERMITTED

Cottage neighborhood development

Dwelling, live-work[1]

Dwelling, multifamily

Dwelling, single-family detached

Dwelling, townhouse

Dwelling, two-family

Community recreation center

Cultural facility[2]

Day care facility[1]

Library

Place of worship[2]

Public safety facility

Elementary, middle, or high school[2]

Arboretum or botanical garden[2]

Cemetery[2]

Park or greenway[1]

Utility facility, major[2]

Utility facility, minor

Dry cleaning pick-up[1]

Grocery store or food market[2]

Community garden[1]

Crop production and processing[2]

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

(c) OV-A: Airport Safety Overlay District

(1) Purpose

The purpose of the Airport Safety (OV-A) Overlay District is to establish standards of safety for lands in the immediate vicinity of airports. District standards protect people and property by limiting physical obstructions which can interfere with aircraft maneuverability and normal operations at Jim Hamilton - L.B. Owens Field Airport, and encourage compatible land uses.

(2) Applicability

The standards and requirements in this section apply to development located in the OV-A District, in addition to base zoning district standards. In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-A District shall control.

(3) Modifications of Otherwise Applicable Development Standards

a. Maximum Height

No structure or tree within the OV-A shall be erected, altered, allowed to grow, or maintained to a height in excess of 35 feet.

b. Prohibited Uses

The following uses are prohibited within the OV-A District:

1. Conversion of non-residential uses for residential purposes.
2. Any use categorized as Group Living in Table 17-4.2(B)(4).
3. Establishment of Household Living Uses outside of Residential Base Zoning Districts

c. Public Notification Requirements

Public disclosure regarding proximity to the airport and potential aircraft operation and noise impacts shall be required in accordance with this Subsection for newly created lots within a subdivision plat when such lots are located within the OV-A district.

1. The following statement shall be recorded on all newly created residential lots: “This property is located within the Airport Safety Overlay District and is subject to aircraft operations and aircraft noise. Please contact the City of Columbia Zoning Division for more information on potential impacts and to review the City’s Airport Safety Overlay District regulations.”
2. In addition, the subdivision owner shall provide public notice regarding proximity to the airport and potential aircraft operation and noise impacts to all prospective purchasers through a written disclosure statement.

Meeting Date:	**September 1, 2026**
Department:	**Planning and Development Services**
From:	**Justin Steinmann, Director**

AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE for Reestablishment of Nonconforming Non-Depository Personal Credit Institutions

Ordinance No.: 2026-039 — Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Article 7: Nonconformities, Sec. 17-7.2. Nonconforming Uses

Proposal: Request recommendation to amend the Unified Development Ordinance, Chapter 17 - Article 7: Nonconformities, Sec. 17-7.2. Nonconforming Uses, to allow the re-establishment of nonconforming non-depository personal credit institutions on the same parcel, subject to conditions.

Applicant: Daniel J. Rickenmann, Mayor

Staff Recommendation: Council Sponsored

PC Recommendation: 6/11/2026; Recommend Denial (7-0)

The public hearing was held on July 21, 2026.

Background Summary:

Attachments:

1. 2026-039 - Amend Chapter 17, Article 7 Nonconformities, Sec. 17-7.2
2. ZPH Packet_Non-Depository_Personal_Credit
3. Petition Data For UDO Text Amendment 2026-039
4. Emilia Marion UDO Text Amendment 2026-039
5. Gretchen Cooper Wilson Blvd Annexation 2026-057
6. Hyatt Park Keenan Terrace UDO Text Amendment 2026-039
7. Meg Southern Syms UDO Text Amendment 2026-039
8. Nilanka Seneviratne UDO Text Amendment 2026-039

ORDINANCE NO.: 2026-039

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Article 7: Nonconformities, Sec. 17-7.2. Nonconforming Uses

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2026, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Article 7: Nonconformities, Sec. 17-7.2 Nonconforming Uses is amended to read as follows:

Sec. 17-7.2 Nonconforming Uses

(a) General

Nonconforming uses are declared generally incompatible with the permitted uses in the district in which they are located and with the provisions of this Ordinance. Nonconforming uses shall be subject to the standards in this Section.

(b) Reestablishment

(1) Except in accordance with subsection (2) below, a nonconforming use shall not be reestablished after vacancy, abandonment, or discontinuance for any period of 12 consecutive months, not including time during which the structure where the use was located is reconstructed, provided, the timing requirements for reestablishment of a nonconforming structure in Sec. 17-7.3(b), Reestablishment after Demolition, Damage, or Destruction, shall apply.

(2) Within the OV-5P, OV-ID, OV-NMC, or OV-CC district, a nonconforming use may be established after vacancy, abandonment, or discontinuance of a prior nonconforming use for an period of up to 36 consecutive months, if the Board of Zoning Appeals issues a Special Exception Permit in accordance with Sec. 17-7.2(c), Change of Use.

(3) Where a nonconforming use has been replaced by a conforming use, the nonconforming use may not be reestablished at any time.

(c) Reestablishment of Certain Nonconforming Uses

(1) Notwithstanding any provision to the contrary, a nonconforming non-depository personal credit institution use may be reestablished in a newly constructed building on the same parcel, subject to all of the following conditions:

a. The parcel is located within a designated design overlay district subject to the review of the U/DRC;

LEGAL DEPARTMENT DRAFT

b. The newly constructed structure must be smaller in gross floor area than the structure previously occupied by the nonconforming use;

c. The reestablished use shall comply with all applicable design standards, landscaping, parking, and signage regulations applicable within the overlay district;

d. The nonconforming use must have been legally established prior to the adoption of the regulation rendering it nonconforming, and must not have been discontinued for a period of 12 consecutive months;

~~(c)~~ (d) **Change of Use**

A nonconforming use shall not be changed to any other nonconforming use unless the Board of Zoning Appeals approves a Special Exception Permit in accordance with Sec. 17-2.5(e), Special Exception Permit, for the proposed nonconforming use after finding that the proposed nonconforming use is more in character with the uses permitted in the district than the use it replaces. In permitting the change, the Board of Zoning Appeals may require appropriate conditions and safeguards in accordance with the purpose of this Article.

~~(d)~~ (e) **Expansion and Enlargement**

(1) **Area Occupied by Nonconforming Use**

A nonconforming use shall not be enlarged, expanded in area occupied, or intensified, except a nonconforming use may be enlarged into any area of the same structure in which it is located which was manifestly arranged or designed for such use prior to the date the use became a nonconformity, provided the use shall not be extended to occupy land outside the structure.

(2) **Structure Devoted to Nonconforming Use**

A structure devoted to a nonconforming use shall not be enlarged, extended, constructed, moved, or structurally altered except to change the use of the structure to a use permitted in the zoning district in which the structure is located.

~~(e)~~ (f) **Temporary Nonconforming Uses**

A Temporary Use Permit may be issued by the Zoning Administrator for an appropriate period of time not to exceed 12-month increments for nonconforming buildings, structures, or uses incidental to building construction or land development or deemed to be generally beneficial, provided that the owner of that temporary nonconforming use agrees to remove the temporary nonconforming use upon expiration of the Temporary Use Permit.

LEGAL DEPARTMENT DRAFT

Requested by:

Jeff Palen, Assistant City Manager

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

Introduced:
Final Reading:

_____
Mayor

ATTEST:

_____
City Clerk

LEGAL DEPARTMENT DRAFT

CITY COUNCIL

July 21, 2026 at 4:00 P.M.
City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE
Reestablishment of Nonconforming Non-Depository Personal Credit Institutions

Proposal:	Request to amend the Unified Development Ordinance, Chapter 17 - Article 7: Nonconformities, Sec. 17-7.2. Nonconforming Uses, to allow the re-establishment of nonconforming non-depository personal credit institutions on the same parcel, subject to conditions.
Applicant:	Daniel J. Rickenmann, Mayor
Staff Recommendation:	Council Member Sponsored
PC Recommendation:	6/11/2026; Recommend Denial (7-0)

DETAILS

A nonconforming use is a use that does not meet the current requirements of the Unified Development Ordinance (UDO). While the Unified Development Ordinance (UDO) states that its intent is not to encourage the survival of a nonconformity, it allows a *lawfully established* nonconforming use to continue until it is abandoned, subject to regulations and limits. Currently, the UDO does not permit any nonconforming use to be moved unless it is moved to a location that would permit the use.

This proposed text amendment would instead allow a nonconforming "non-depository personal credit institution" (also known as a payday loan and/or title loan establishment) to be reestablished in a newly constructed building within 600 feet, as long as the reestablishment can meet certain conditions. These conditions would fall under a new subsection regulating nonconforming uses named *Reestablishment of Certain Nonconforming Uses* and are highlighted in red text on the sheet following this summary.

According to the applicant, this amendment to the UDO is necessary because a nonconforming location of a nondepository personal credit institution becomes more valuable over time, thus becoming more likely to remain – even in an unattractive building – unless there is a mechanism for the business to relocate nearby. The amendment provides that mechanism, thus helping promote redevelopment.

Though this amendment would allow the non-depository personal credit institution to be reestablished in a new building, to whatever extent it does not conform with the remainder of the UDO, it would remain a nonconforming use. Because it would be reestablished as a nonconforming

use, this means that the non-depository personal credit institution may be in a zoning district where it would not be allowed, or it may fail to meet the conditional standards for the use, or both.

For reference, the UDO requires that a non-depository personal credit institution be located within the RAC, DAC, GC, MC, LI, or HI districts, subject to the following conditions in §17-4.2(c)(3)d.3.:

> 3. Non-depository Personal Credit Institution
>
> (i) Non-depository personal credit institutions (payday loan and/or title loan establishments) shall comply with the following standards:
>
> > (a) A non-depository personal credit institution shall be at least 3,000 feet from any lot containing another non-depository personal credit institution.
> >
> > (b) A non-depository personal credit institution shall be located in a building with at least 12,000 square feet of gross floor area.
>
> (ii) A variance from any of the provisions of this section, and the provisions of this subsection is prohibited.

The Planning Commission reviewed this proposed text amendment at their June 11, 2026 meeting; at their April 9, 2026 meeting they reviewed a similar amendment that required relocation on the same parcel. In both cases, they recommended denial.

Sec. 17-7.2 Nonconforming Uses

(a) General

Nonconforming uses are declared generally incompatible with the permitted uses in the district in which they are located and with the provisions of this Ordinance. Nonconforming uses shall be subject to the standards in this Section.

(b) Reestablishment

(1) Except in accordance with subsection (2) below, a nonconforming use shall not be reestablished after vacancy, abandonment, or discontinuance for any period of 12 consecutive months, not including time during which the structure where the use was located is reconstructed, provided, the timing requirements for reestablishment of a nonconforming structure in Sec. 17-7.3(b), Reestablishment after Demolition, Damage, or Destruction, shall apply.

(2) Within the OV-5P, OV-ID, OV-NMC, or OV-CC district, a nonconforming use may be established after vacancy, abandonment, or discontinuance of a prior nonconforming use for an period of up to 36 consecutive months, if the Board of Zoning Appeals issues a Special Exception Permit in accordance with Sec. 17-7.2(c), Change of Use.

(3) Where a nonconforming use has been replaced by a conforming use, the nonconforming use may not be reestablished at any time.

(c) Reestablishment of Certain Nonconforming Uses

(1) Notwithstanding any provision to the contrary, a nonconforming non-depository personal credit institution use may be reestablished in a newly constructed building located within 600 feet, subject to all of the following conditions:

a. The parcel containing the newly constructed building is located within a designated design overlay district subject to the review of the U/DRC;

b. The reestablished use must be smaller in gross floor area than the area previously occupied by the nonconforming use;

c. The newly constructed building and the reestablished use shall comply with all applicable design standards, landscaping, parking, and signage regulations applicable within the overlay district;

d. The nonconforming use must have been legally established prior to the adoption of the regulation rendering it nonconforming, and must not have been discontinued for a period of 12 consecutive months;

~~(c)~~(d) Change of Use

A nonconforming use shall not be changed to any other nonconforming use unless the Board of Zoning Appeals approves a Special Exception Permit in accordance with Sec. 17-2.5(e), Special Exception Permit, for the proposed nonconforming use after finding that the proposed

nonconforming use is more in character with the uses permitted in the district than the use it replaces. In permitting the change, the Board of Zoning Appeals may require appropriate conditions and safeguards in accordance with the purpose of this Article.

~~(d)~~(e) Expansion and Enlargement

(1) Area Occupied by Nonconforming Use

A nonconforming use shall not be enlarged, expanded in area occupied, or intensified, except a nonconforming use may be enlarged into any area of the same structure in which it is located which was manifestly arranged or designed for such use prior to the date the use became a nonconformity, provided the use shall not be extended to occupy land outside the structure.

(2) Structure Devoted to Nonconforming Use

A structure devoted to a nonconforming use shall not be enlarged, extended, constructed, moved, or structurally altered except to change the use of the structure to a use permitted in the zoning district in which the structure is located.

~~(e)~~(f) Temporary Nonconforming Uses

A Temporary Use Permit may be issued by the Zoning Administrator for an appropriate period of time not to exceed 12-month increments for nonconforming buildings, structures, or uses incidental to building construction or land development or deemed to be generally beneficial, provided that the owner of that temporary nonconforming use agrees to remove the temporary nonconforming use upon expiration of the Temporary Use Permit.

District	Name	Date Signed	Comments
1	Christin Finley	4/18/2026	
1	Jennifer Rainville	4/18/2026	
1	Laura Heidenreich	4/18/2026	
1	Laurie Jennings	4/17/2026	
1	Anne Miller	4/17/2026	It’s too close to a well loved neighborhood that doesn’t need more traffic or foot traffic.
1	Amber Koldziejczyk	4/17/2026	
1	Jonathan Poverud	4/17/2026	
1	Emily Burn	4/17/2026	
1	Elizabeth Perkins	4/17/2026	
1	Jadob Oblander	4/17/2026	
1	Allison Miller	4/17/2026	
1	Geoff Williams	4/17/2026	There are an abundance of similar businesses in the area. Another mega gas station and convenience store is not an asset to the residents in this area.
1	Aaron West	4/17/2026	
1	Barbara Houser	4/17/2026	I rely on safe bike routes to get to work at the state house capitol complex from my home on Johnson Ave. A 16-pump gas station at an intersection that is already high risk is not good news for me on a very personal level. Please make an effort to encourage safe active transportation (biking, walking) in Columbia with smart zoning. The Sunoco station on North Main already harbors drug dealers, panhandlers, and unsavory (illegal) behaviors. I don't expect that a larger gas station in this area will be much better.
1	Michele LeClaire	4/1/2026	Strongly oppose the Murphys!!
1	Warner Mayer	4/17/2026	
1	Darren Gore	4/17/2026	
1	Brennna Gore	4/17/2026	
1	Armen Shaomian	4/17/2026	
1	Alexandra Shertzer	4/17/2026	
1	Margorie Philips	4/17/2026	Please do not allow this gas station to go thru!! We need better businesses along this corridor!
1	Jeannette Schroeder	4/17/2026	
1	Robert Grookett	4/17/2026	

1	Lauren Eckstrom	4/17/2026	
1	Taylor Brown	4/17/2026	Happy to support this however. Unbelievable that we’re being railroaded.
1	Charles Sox	4/17/2026	
1	Catherine Eckman	4/17/2026	
1	Nick Hammond	4/17/2026	
1	Emma Boswell	4/17/2026	
1	Nicky King	4/17/2026	
1	Caitlin Cothran	4/17/2026	
1	April Hutto	4/17/2026	
1	David Laird	4/17/2026	
1	Sheila McKay	4/17/2026	
1	Tiffany Johnston	4/17/2026	
1	Sean Walgren	4/17/2026	Strong concerns about the traffic at the intersection of North Main and Sunset with a greatly increased number of cars entering and leaving the location at the already very busy intersection.
1	Jennifer Walker	4/17/2026	
1	Cayla Nelson	4/17/2026	
1	Francine Muscarella	4/17/2026	
1	Mary Denis Cauthen	4/16/2026	
1	Melissa Hendricks	4/16/2026	
1	Haley Flores	4/16/2026	
1	Sonya Dickey	4/16/2026	

1	Debbie Wellslager	4/16/2026	I am truly disheartened by the city's desire to put a huge unsightly gas station in a neighborhood sorely in need of venues to bring people together; a grocery store, a restaurant, a small grouping of locally owned stores. Similarly, the concern of another single beer sales establishment in an area where, through the A1, we have already seen the resulting increase in crime, has been callously brushed aside. To make the plans even more disturbing, the city is putting support of a predatory lender ahead of the local neighborhood residents, choosing instead to put the most vulnerable of our neighbors at risk during this time when prices are increasing daily. The "Master Plan", it seems, was a very expensive waste of tax payer money, since the City is disregarding the recommendations they signed off on. Please vote down the Murphy plan, and reinvest in bringing the North Main Area into the future.
1	Bohumila Augustinova	4/16/2026	
1	Barry Shirley	4/16/2026	We need grocery stores where our residents can buy healthy food rather the unhealthy foods that will likely be offered at Murphys , besides we have gas stations nearby. We don't need another one. Obviously the powers that be aren't concerned about type of businesses you would find in most neighborhoods. Loan companies and additional gas stations are not what I feel we need. Come on city government you can do better on our behalf. A very disappointed resident.
1	Cathy Muffler	4/16/2026	
1	Erica Cartz	4/16/2026	
1	Tim Strevens	4/16/2026	
1	Bethany Osterhaus	4/16/2026	
1	Cindy Rainey	4/16/2026	
1	Jack Garrick	4/16/2026	We do not support Murphys or Title loan companies in our area.
1	/brian Smith	4/16/2026	
1	Kaitlin Manchester	4/16/2026	
1	Beth Price	4/16/2026	
1	Petra Bradley	4/16/2026	
1	Bryan Burgin	4/16/2026	
1	Lisa Yanity	4/16/2026	
1	Crystal Robinson	4/16/2026	

1	Jacob Blubaugh	4/16/2026	
1	Lyman Munson	4/16/2026	I’m having difficulty understanding why we have to fight so hard to keep the zoning and the zoning overlay in place for this important tract for future development
1	Jocelyn Tucker Munson	4/16/2026	Elected officials should listen to the voices of their constituents, not just developers who don’t live with the outcomes of their schemes
1	Augusta Thomspon	4/16/2026	
1	Eve Ross	4/16/2026	
1	Jaime Evans	4/16/2026	Please deny this amendment to support and protect the residents surrounding this corridor and beyond. Title loan companies are predatory lending schemes and have no place in our city. Columbia will never improve to the status of Greenville and Charleston if we keep allowing these types of businesses to operate in our city. Thank you in advance for your consideration and support.
1	Troy Swick	4/15/2026	
1	Sonya Dickey	4/17/2026	Listen to the voices of your constituents. We live here and will be impacted by this. We were sold dreams about this area. The follow through is lacking- and i am being kind. Thank you
1	Crystal Robinson	4/17/2026	
1	Angi Fuller Wildt	4/17/2026	Please make the responsible choice
1	Samuel Munson	4/15/2026	
1	Jeff Seshun	4/15/2026	Please preserve the Rules established to Protect our Unique Neighborhoods across Columbia.
1	Lyman Munson	4/15/2026	
1	Nilanka Seneviratne	4/15/2026	

1	Patti Marinelli	4/15/2026	The important intersection at North Main and Sunset Drive is a prime spot for redevelopment and a key to the flourishing of the district. You now have the chance to assist in that flourishing and uphold all the prior work that led to this moment. For that reason, I ask you to reject attempts to allow the Murphy gas station to build there. That use is not at all in keeping with the the master plan for that area that we spent so much time, talent, and effort to develop. Furthermore, it is not good policy to use a text amendment to our zoning regulations in order to allow a single business to rebuild (Max Title Loans). Please vote against this amendment and uphold the spirit of regulation. Thank you for your consideration.
1	Mark Thompson	4/15/2026	I am writing to communicate my opposition to the "text amendment" that would permit zoning approval for the Murphy gas station on Sunset & North Main. As a resident of Cottontown, I cannot support a text amendment that is diametrically opposed to the approved build out plan for the North Main corridor. Please vote AGAINST this text amendments.
1	Renee Johnson	4/15/2026	We don't need or want a mega gas station. Please go by the guidelines that are in place to prevent this from happening.
1	Gretchen Lambert	4/14/2026	
1	Will Thrift	4/14/2026	
1	Drew McKissick	4/14/2026	I'm writing to oppose the proposed changes that will allow the large Murphy Oil gas station on North Main. The way this is being done establishes a bad precedent, and the City should not be changing rules in the middle of the game, and such a change is not consistent with the master plan the city already has in place - and that has preexisting buy-in from the neighborhoods.
1	Matt Wellslager	4/14/2026	
1	Ellen Fishburne Triplett	4/13/2026	Why are we ignoring all the planning that's been paid for by taxpayers? This area has enough gas stations. We need grocery stores, banks, diners, hardware stores...
1	Meg Southern Syms	4/13/2026	

1	Amy McKissick	4/12/2026	As a citizen of Columbia and a resident of Cottontown, I am writing to communicate my opposition to the "text amendment" that would permit zoning approval for the Murphy gas station on Sunset & North Main. The Murphy gas station is diametrically opposed to the City of Columbia's Master Plan for development of the North Main corridor. Granting this "text amendment" would directly impede the development of green spaces and the ability to attract restaurants and boutique retail businesses that would improve the standard of living for all residents in this area. For the first time in decades, The North Main corridor has an opportunity to flourish. I strongly encourage each of you to vote against the "text amendment" which will demonstrate your commitment to supporting the revitalization of all areas within the City of Columbia.
1	Elva Stinson	4/12/2026	This is a large step backwards for the Villages of North Main and for the city of Columbia. Time for the city to step up!
1	Paul lMishoe	4/12/2026	I am against the proposed Murphy's and title loan.
1	Betsy Newman	4/12/2026	I’m absolutely opposed to the Murphy’s gas station proposed for the intersection of Sunset and North Main and any changes in city laws that must be passed to allow for it.
1	Bob Petrulis	4/12/2026	
1	Perry Rainey	4/11/2026	
1	Basil Garzia	4/11/2026	Title loan companies are restricted for a reason. They do not deserve favors from our City Council.
1	Denise Wellman	4/11/2026	
1	Caroline Sealey	4/12/2026	
1	Eric Rice	4/19/2026	
1	Jonathan Tule	4/19/2026	The city needs to remain steadfast to their original plan of making north main walkable and local.
1	Perrin Brunson	4/19/2026	
1	Robert Loughney	4/19/2026	
1	Ana Shealy	4/19/2026	
1	Dallas Massey	4/17/2026	
1	Charles Felsberg	4/17/2026	
1	Carolyn Thompson	4/17/2026	
1	Angewla Merck	4/19/2026	

1	Ian Campbell	4/19/2026	This is a bait and switch for anyone and everyone who invested in the real estate of these neighborhoods. And they ain't rich folk. Please don't let this happen.
1	Jill Shirey	4/20/2026	
1	Amelia Bradley	4/19/2026	
1	Rachel Kelly	4/19/2026	
1	Aaron Martin	4/20/2026	
1	Lillie Kintworth	4/20/2026	The proposed Murphy station will only bring chaos to the corner of Sunset and Main St., including more traffic, which is already chaotic at rush hour, crime because of possible theft, etc. I thought you as our City Council supported beautifying this area with something more tasteful than a 16 pump gas station. Would you want this at the corner of your neighborhood?
1	Molly Bateman	4/20/2026	
1	Caitlin Donnelly	4/21/2026	
1	Austin	4/20/2026	
1	Mary Branch	4/20/2026	
1	Megan Bluebaugh	4/21/2026	
1	Wandy Smith	4/16/2026	Against
1	Norman Miles	4/16/2026	
1	Diana Gordan	4/16/2026	
1	Bonnie Horn	4/16/2026	Againt the gas station
1	John Bernhart	4/16/2026	
1	Matthew Butler	4/21/2026	Not on the corner!!! Further down towards 277 but not on the corner
1	Kelley Kennedy	4/21/2026	`I love my community! We just got new sidewalks on 16, which I am so grateful for and use every day. This change would promote more businesses that decrease walkability and liveability in our area. We have so many gas stations in the area already. It shouldn't be treated like a place for people to pass through, speeding along in their cars to get from point A to point B. It's a place where people live, a thriving community, and soon near to the USC brain center. It should be a center of city life, not an interstate exit.
1	Scott Holder	4/22/2026	
1	Laura Kissel	4/23/2026	

1	Marty White	4/21/2026	I love my community! We just got new sidewalks on 16, which I am so grateful for and use every day. This change would promote more businesses that decrease walkability and liveability in our area. We have so many gas stations in the area already. It shouldn't be treated like a place for people to pass through, speeding along in their cars to get from point A to point B. It's a place where people live, a thriving community, and soon near to the USC brain center. It should be a center of city life, not an interstate exit.
1	Mimi Draft	4/25/2026	
1	Jessica Parham	4.28.26	
1	Pamela Kloot	4/28/2026	
1	Norman Miles	7/20/2026	
2	Brianna Melendez	4/17/2026	
2	Bart Walrath	4/13/2026	
2	Margie Searles	4/16/2026	
3	Kit Smith	4/18/2026	
3	Jessica Thomas	4/17/2026	Until recently I lived in earlewood
3	Alisa Edwards	4/16/2026	I am vehemently opposed to changing the law to allow title loan shops and mega gas stations to encroach on neighborhoods. This would set a bad precedent. Please do not allow this to happen.
3	Gene Sansbury	4/16/2026	
3	Martha Fowler	4/13/2026	Neighbors should be taken seriously and their voices heard. Please listen to the neighborhood !
3	Mar Anne Massey	4/13/2026	
3	Dennis Wiehl	4/21/2025	
3	Judy Anderson	4/21/2026	
3	Anne Sinclair	4/21/2026	
3	Coles Lawton	4/20/2026	
3	Brian Mitchell	4/20/2026	
3	Bill R.	4/20/2026	
3	Bill Adams	4/20/2026	
3	Kathy Robinson	4/20/2026	No amendments to the zoning laws that permit adverse to neighborhoods
3	Andrew Greytak	4/20/2026	

3	Leon Khoury	4/20/2026	
3	Lynne Linder	4/20/2026	
3	Rose May Motrase	4/20/2026	
3	Andrew Marion	4/20/2026	
3	Sam McGuckin	4/20/2026	
3	Sandy McGuckin	4/20/2026	
3	Heidi Darr	4/20/2026	Vote NO
3	Eric Bockman	4/20/2026	
3	Eric Brown	4/20/2026	
3	Tommy Johnson	4/20/2026	
3	Kathy Armato	4/20/2026	
3	Susan Hilsman	4/20/2026	
3	Paul Trippe	4/20/2026	
3	Robert Stepp	4/20/2026	
3	Emily Walker	4/20/2026	
3	Meredith Manning	4/20/2026	
3	Guy Jones	4/20/2026	
3	Marilyn Edelhock	4/20/2026	
3	Cindy Zeigler	4/20/2026	
3	Cynthia Flynn	4/20/2026	
3	Suzanne Thorpe	4/20/2026	
3	Hope Johnson	4/20/2026	
3	Kristin McLean	4/20/2026	
3	Kathy Ferbuson	4/20/2026	
3	Lynn Cornfoot	4/21/2026	This gas station was not part of the plan and directly changes the footprint of this neighborhood.
3	Lynn Shirley	4/16/2026	
3	John Baynes	4/16/2026	
3	Adam Nagler	4/16/2026	
3	Maureen Randall	4/24/2026	

4	Mona Dzindzeleta	4/13/2026	We do NOT need another gas station which would likely drive the other stations out of business. And we'll still be stuck with the title loan who plans to rebuild on same parcel just further back. Plus this gas station does NOT follow the city plans for businesses on that corner.
	Donna Vazquezgomez	4/17/2026	
	Paul Hackett	4/16/2026	
	Debra Hanks	4/17/2026	
	Elizabeth Butterly	4/16/2026	I would like fun places for kids that are easily walkable. A good restaurant and playground and a dog friendly area. I would like a safe family friendly area not a gas station.
	Stephen Judson	4/16/2026	
	Carolyn Ger	4/16/2026	
	Amy Byess	4/16/2026	
	Elizabeth Grushkowsky	4/16/2026	We should have more family friendly recreation areas and address the limited grocery options in the area instead of this nonsense.
	Lauren McKinney	4/17/2026	We want community-serving businesses in this area and this action will keep them away
	Jacob Bailey	4/19/2026	
	Adriana Diotalevi	4/19/2026	
	Mira Bhutani	4/19/2026	
	Sam E	4/19/2026	It would be nice if you held all people accountable to the law. Do not allow big businesses to take advantage. This includes not changing laws to their advantage.
	Hannah Conley	4/19/2026	
	Christina Hendriks	4/19/2026	
	Ashley McKinney	4/20/2026	
	Lynn Childs	4/21/2026	No more gas stations
	Dona Guffey	4/16/2026	
	Joan Proffitt	4/16/2026	Aginst big gas station or exceptions
	Jackie Weeks	4/16/2026	

Outlook

[EXTERNAL] Opposition to the Proposed Development at Main Street and Sunset Drive

From Emilia Olga Marion <emiliaolgamarion@gmail.com>

Date Tue 7/21/2026 9:23 AM

To City Clerk <CityClerk@columbiasc.gov>; bpetrulis@gmail.com <bpetrulis@gmail.com>; Mayor <Mayor@columbiasc.gov>; Herbert, Tina N <Tina.Herbert@columbiasc.gov>; McDowell Jr, Edward H <Edward.McDowell@columbiasc.gov>; Brennan, Will J <Will.Brennan@columbiasc.gov>; Brown, Peter M <Peter.Brown@columbiasc.gov>; Bailey, Tyler D <Tyler.Bailey@columbiasc.gov>; Johnson, Sam P <Sam.Johnson@columbiasc.gov>; Mike Maddock <mikem@thecolumbiastar.com>; pams@thecolumbiastar.com <pams@thecolumbiastar.com>

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July 21, 2026

To: The Honorable Mayor and Members of Columbia City Council

The Opposition to the Proposed Development at Main Street and Sunset Drive

Dear Mayor and Members of Columbia City Council,

I am writing as a resident and property owner to express my strong opposition to the proposed development at the intersection of Main Street and Sunset Drive.

The residents of the Hyatt Park and Keenan Terrace communities have made it clear that this is not the type of development we want in our neighborhood. Another gas station and convenience grocery store does not reflect the vision many of us have for this historic and residential area. Instead, we seek thoughtful, community-oriented investment that enhances safety, preserves neighborhood character, and contributes to long-term economic vitality.

Public service requires listening to the people you represent. When a community speaks clearly and consistently, its concerns deserve meaningful consideration—not merely acknowledgment.

Should the City choose to approve this project despite substantial community opposition, many residents are prepared to examine whether all applicable legal and procedural requirements have been fully satisfied, including compliance with zoning regulations, public notice requirements, planning procedures, and other applicable provisions of state and local law. If deficiencies are identified, we will pursue all remedies available to us.

This is not a dispute with the developer alone. It is about the City's responsibility to act transparently, follow the law, and represent the interests of its residents rather than advancing a project that lacks community support.

We respectfully ask the Mayor and City Council to reject this proposal and instead work with residents to identify redevelopment opportunities that better serve Hyatt Park, Keenan Terrace, and the broader North Main community.

Our neighborhoods deserve investment that improves quality of life—not development imposed over the objections of the very people who live here.

Respectfully,

Emilia Marion
Resident and Property Owner
Hyatt Park / Keenan Terrace
Columbia, South Carolina

Belton, Chanique J

From: Gretchen Cooper <cooper.gretchen@richlandcountysc.gov>
Sent: Tuesday, July 21, 2026 6:01 PM
To: Belton, Chanique J
Subject: [EXTERNAL] Statement

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Please read this into the record.

My name is Gretchen Cooper, Richland County Council District 7, and I have the honor of serving as the elected representative for the Meadowlake community. I am here tonight to respectfully voice my opposition to the proposed annexation and to ask that you carefully consider the impact this decision will have on the families who call Meadowlake home.

My opposition is rooted in experience, not speculation.

Approximately three years ago, the property in question was operating an unauthorized parking lot for transfer trucks without the proper zoning or approvals. What followed had a significant negative impact on the surrounding neighborhood. Trucks operated throughout the night, creating constant noise and disrupting the peace that residents deserve. There were ongoing concerns about groups gathering and loitering on the property, creating an environment where residents feared potential illegal activity. In addition, concerns were raised regarding possible soil contamination and other environmental impacts.

Recognizing the seriousness of these issues, a collaborative effort was undertaken by the late Senator John Scott, Jr., Mr. J.T. McLawhorn, Representative Chris Hart, and me. We worked alongside government agencies and the property owners to address these concerns and restore safety and order to the community. Those efforts ultimately resulted in the unauthorized truck parking operation being closed.

That outcome was not easy. It required months of work, advocacy, and cooperation because we understood that protecting the quality of life for Meadowlake residents had to be the priority.

Today, we are being asked to support an annexation that raises many of the same concerns we fought so hard to resolve. From my perspective, this proposal represents a step backward rather than forward.

As an elected official, my responsibility is to advocate for the health, safety, security, and overall well-being of the people I represent. The residents of Meadowlake have consistently expressed that they do not want this annexation. They want to preserve the peaceful, safe community they have worked so hard to maintain.

Economic development is important, but it should never come at the expense of established neighborhoods or the quality of life of the people who already live there. Development should be responsible, transparent, and compatible with the surrounding community.

I respectfully ask this Council to consider the history of this property, the documented concerns that previously existed, and the voices of the Meadowlake residents who will be most directly affected by your decision.

For these reasons, I respectfully urge you to deny this annexation request and continue protecting the residents who have entrusted all of us with serving their best interests.

Thank you for your time, your consideration, and your commitment to the people of this community.

Here to Serve,
Gretchen D. Cooper
Richland County Council
District 7

Telephone: 803-977-4337
Email: barron.gretchen@richlandcountysc.gov

2020 Hampton St.
Columbia, SC 29204
Post Office Box 192
Columbia, SC 29202

Hammond, Erika

From: Stevens, Justin T
Sent: Monday, June 8, 2026 8:44 AM
To: COC City Council
Cc: Steinmann, Justin P; Chambers, Johnathan E; Hammond, Erika; Wilson, Teresa B; Palen, Jeff M; Knox, Teresa A
Subject: FW: [EXTERNAL] Important: Upcoming meetings regarding the Murphy's proposal.

Good morning,

Just an FYI regarding the Hyatt Park - Keenan Terrace's opposition to the Murphy's on the corner of Sunset/North Main.

-----Original Message-----
From: Bob Petrulis <hpkt.president@25555731.mailchimpapp.com>
Sent: Monday, June 8, 2026 7:56 AM
To: Stevens, Justin T <Justin.Stevens@columbiasc.gov>
Subject: [EXTERNAL] Important: Upcoming meetings regarding the Murphy's proposal.

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Important update!

Events coming up in the effort to keep the 16-pump Murphy's off the corner of North Main and Sunset:

1. This Thursday, June 11, 4:00 in Council Chambers at City Hall: The Planning Commission will meet to consider the revised text amendment. Background: Current city law does not allow title loan companies in the North Main corridor, but existing title loan offices are grandfathered. As long as they stay in their current locations, they can continue to operate. The proposed text amendment is a change in the law that would allow the title loan office on the corner to relocate its building so that the proposed Murphy's could occupy the area currently occupied by the title loan office. The Planning Commission provides an advisory vote to the City Council. The City Council has the final say.

2. 95% certainty that the City Council will consider the text amendment at their meeting on Tuesday June 16 at 4:00, Council Chambers in City Hall. This is a really important meeting and the more people are there to express opposition to the Murphy's proposal and the text amendment the better! Please come if you can. We will present our petition and express opposition. This change of the law will require two readings, so a final vote will be taken at the following Council meeting, but the impression of widespread opposition at the June 16 meeting will be crucial!

3. If all goes as expected, the next city council meeting will be held on July 21, and that will be when the Council has the second reading of the text amendment and a final vote. So it will be important to be present for that meeting as well.

4. Meanwhile, our court date has been set for Friday, July 24. That is when our appeal of the Board of Zoning Appeals (BOZA) ruling that allows Murphy's to include a convenience store with their gas station (technically, an exception to current zoning rules) will be heard. Background: We believe the BOZA failed to follow the law in approving the exception

request. The BOZA's rulings can't be overruled by the City Council, so to appeal their decision we had to take them to court. The judge will hear the evidence in the case and then make a ruling. If we're successful, the judge will probably send the issue back to the BOZA for reconsideration.

To sum up:

Anyone who wishes can testify in front of the Planning Commission this Thursday, June 11. A "no" vote from the Planning Commission could influence the City Council's vote.

If at all possible, please attend the City Council meeting on Tuesday, June 16 at 4:00! The more people who attend and make their feelings known the better!

The Council meeting on July 21 and our court date the following Friday, July 24, will be when final decisions are made. We'll keep you posted as we get closer to the time.

Thanks for your support!

All the best,
Bob Petrulis, President
Hyatt Park/Keenan Terrace Neighborhood Association

P.s. We have raised over $8000 to pay legal fees relative to our BOZA appeal, but will need a bit more by the time we get to court. If you can help in any amount, please go to https://us.list-manage.com/GqSLUPriuAF?e=83faef6d49&c2id=f7c2a58a36d1943e24335a5bf3757c82 to donate to this cause!

Our next HPKT Neighborhood Meeting is Monday, 6/15. Minutes from the previous meeting and agenda items will be sent in the next few days.

==========
** Twitter (https://us.list-manage.com/14QJA9YvpxR?e=83faef6d49&c2id=f7c2a58a36d1943e24335a5bf3757c82)
** Facebook (https://us.list-manage.com/yL_D9_AYrD2?e=83faef6d49&c2id=f7c2a58a36d1943e24335a5bf3757c82)
** Website (https://us.list-manage.com/17wiF2ifvLJ?e=83faef6d49&c2id=f7c2a58a36d1943e24335a5bf3757c82)
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or ** unsubscribe from this list (https://facebook.us3.list-manage.com/unsubscribe?u=0be287ae9d9eec790ac026152&id=149576ab91&t=b&e=83faef6d49&c=d4e58648dc)
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Outlook

FW: [EXTERNAL] Opposition to Ordinance #2026-039: Text Amendment

From Livengood, Andrew <Andrew.Livengood@columbiasc.gov>
Date Mon 7/20/2026 2:47 PM
To Hammond, Erika <Erika.Hammond@columbiasc.gov>; Summerville, Levanie S <Levanie.Summerville@columbiasc.gov>
Cc Steinmann, Justin P <Justin.Steinmann@columbiasc.gov>; Chambers, Johnathan E <Johnathan.Chambers@columbiasc.gov>

1 attachment (60 KB)
Ordinance 2026-039_Earlewood opposition.pdf;

Erika,

Please see below and attached; this is in regards to agenda item #42 tomorrow (Ord. 2026-039)

Andrew Livengood
Zoning Administrator
Planning & Development Services
1401 Main Street, 3rd Fl
Columbia, SC 29201
(803) 545-3332
ColumbiaSC.gov/Zoning

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From: Zoning <Zoning@columbiasc.gov>
Sent: Monday, July 20, 2026 2:04 PM
To: Livengood, Andrew <Andrew.Livengood@columbiasc.gov>; Jaen, Erica L <Erica.Jaen@columbiasc.gov>
Subject: FW: [EXTERNAL] Opposition to Ordinance #2026-039: Text Amendment

FYI

From: Meg Southern <megsouthern@gmail.com>
Sent: Monday, July 20, 2026 2:08 PM
To: McDowell Jr, Edward H <Edward.McDowell@columbiasc.gov>; Mayor <Mayor@columbiasc.gov>; Brennan, Will J <Will.Brennan@columbiasc.gov>; Herbert, Tina N <Tina.Herbert@columbiasc.gov>; Brown, Peter M <Peter.Brown@columbiasc.gov>; Bailey, Tyler D <Tyler.Bailey@columbiasc.gov>; Johnson, Sam P

<Sam.Johnson@columbiasc.gov>
Cc: Zoning <Zoning@columbiasc.gov>; Steinmann, Justin P <Justin.Steinmann@columbiasc.gov>
Subject: [EXTERNAL] Opposition to Ordinance #2026-039: Text Amendment

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You don't often get email from megsouthern@gmail.com. Learn why this is important

To the members of Columbia City Council:

My name is Meg Southern Syms, and I am currently serving as President of the Earlewood Community Citizens Organization (ECCO). I am writing **in opposition** to Ordinance 2026-039, which would allow the re-establishment of nonconforming non-depository personal credit institutions on the same parcel, subject to conditions.

While text amendments can seem abstract, with hypothetical impacts at indeterminate points in the future, this one will have immediate, negative impacts on Earlewood and the surrounding neighborhoods, including Hyatt Park, Keenan Terrace, Cottontown, and Seminary Ridge. If approved, it would allow the existing Auto Money Title Loan business at North Main and Sunset to relocate elsewhere on the same parcel, making way for a new 16-pump Murphy's gas station and convenience store. This directly contradicts earlier representations made by the Murphy's applicant to BOZA and DDRC, which indicated that the title loan building would be removed from the site altogether. Instead, this amendment would allow both uses to remain—intensifying an already problematic development.

There are several major concerns with this proposal:

1.
2.
3. First, allowing a title loan business to move across a parcel conflicts with the North Columbia Master Plan and the North
4. Main Corridor Design Overlay District.
5.
6.
7.

8. Second, this amendment is narrowly crafted to address a single, site-specific situation. There is no broader changed condition
9. that justifies altering the ordinance.
10.
11.
12.
13. Third, there is no demonstrated community need for this type of flexibility. This is not a pressing issue facing the City
14. of Columbia.
15.

In sum, there is no evidence that this amendment advances the goals of the Comprehensive Plan or zoning ordinance. Instead, it appears designed to allow one business to bypass established processes, to the detriment of surrounding neighborhoods.

It sets a troubling precedent for unnecessary and unchecked development, undermines ongoing efforts to improve the North Main Corridor, and reflects a lack of long-term vision for this important area. On behalf of ECCO and our neighboring communities, I respectfully urge you **not** to approve this text amendment.

Respectfully,

Meg Southern Syms

ECCO President 2024 - 2026

Outlook

FW: [EXTERNAL] Ordinance #2026-039: Text Amendment - Opposed

From Livengood, Andrew <Andrew.Livengood@columbiasc.gov>
Date Mon 7/20/2026 3:51 PM
To Hammond, Erika <Erika.Hammond@columbiasc.gov>; Summerville, Levanie S <Levanie.Summerville@columbiasc.gov>
Cc Steinmann, Justin P <Justin.Steinmann@columbiasc.gov>; Chambers, Johnathan E <Johnathan.Chambers@columbiasc.gov>; Bowden, Madelyn K <Madelyn.Bowden@columbiasc.gov>

Erika and Levanie,

Here's another email about item #42 on tomorrow's Council agenda (Ord. 2026-039). See below.

Thanks!
Andrew

Andrew Livengood
Zoning Administrator
Planning & Development Services
1401 Main Street, 3rd Fl
Columbia, SC 29201
(803) 545-3332
ColumbiaSC.gov/Zoning

⚠ FRAUD ALERT: The City of Columbia will never send unsolicited requests to update payment methods, including ACH or wire transfer information. If you receive such a message, do not respond — report it to your IT team immediately and notify us directly using a verified City of Columbia contact.

From: Zoning <Zoning@columbiasc.gov>
Sent: Monday, July 20, 2026 3:39 PM
To: Livengood, Andrew <Andrew.Livengood@columbiasc.gov>
Cc: Bowden, Madelyn K <Madelyn.Bowden@columbiasc.gov>
Subject: FW: [EXTERNAL] Ordinance #2026-039: Text Amendment - Opposed

FYI…

Erica Jaen
Deputy Zoning Administrator

⚠ FRAUD ALERT: The City of Columbia will never send unsolicited requests to update payment methods, including ACH or wire transfer information. If you receive such a message, do not respond — report it to your IT team immediately and notify us directly using a verified City of Columbia contact.

From: Nilanka Seneviratne <nilankas@gmail.com>
Sent: Monday, July 20, 2026 3:11 PM
To: McDowell Jr, Edward H <Edward.McDowell@columbiasc.gov>; Mayor <Mayor@columbiasc.gov>; Brown, Peter M <Peter.Brown@columbiasc.gov>
Cc: Zoning <Zoning@columbiasc.gov>; Steinmann, Justin P <Justin.Steinmann@columbiasc.gov>
Subject: [EXTERNAL] Ordinance #2026-039: Text Amendment - Opposed

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access. For suspicious emails, please report using the "Phish Alert Report" button.

You don't often get email from nilankas@gmail.com. Learn why this is important
My name is Nilanka Seneviratne, and I currently serve as Membership Committee Chair of the Earlewood Community Citizens Organization (ECCO). I am writing in opposition to Ordinance 2026-039, which would allow the re-establishment of nonconforming non-depository personal credit institutions on the same parcel, subject to conditions.

While text amendments can seem abstract, with hypothetical impacts at indeterminate points in the future, this one will have immediate, negative impacts on Earlewood and the surrounding neighborhoods, including Hyatt Park, Keenan Terrace, Cottontown, and Seminary Ridge. If approved, it would allow the existing Auto Money Title Loan business at North Main and Sunset to relocate elsewhere on the same parcel, making way for a new 16-pump Murphy's gas station and convenience store. This directly contradicts earlier representations made by the Murphy's applicant to BOZA and DDRC, which indicated that the title loan building would be removed from the site altogether. Instead, this amendment would allow both uses to remain—intensifying an already problematic development. **I originally was not opposed to the gas station and advocated in favor of it in our board discussions, but I am opposed to the Auto Money Title Loan business, and the subterfuge around that business leaves a bad taste in my mouth.**

There are several major concerns with this proposal:

First, allowing a title loan business to move across a parcel conflicts with the North Columbia Master Plan and the North Main Corridor Design Overlay District.

Second, this amendment is narrowly crafted to address a single, site-specific situation. There is no broader changed condition that justifies altering the ordinance.

Third, there is no demonstrated community need for this type of flexibility. This is not a pressing issue facing the City of Columbia.

In sum, there is no evidence that this amendment advances the goals of the Comprehensive Plan or zoning ordinance. Instead, it appears designed to allow one business to bypass established processes, to the detriment of surrounding neighborhoods.

It sets a troubling precedent for unnecessary and unchecked development, undermines ongoing efforts to improve the North Main Corridor, and reflects a lack of long-term vision for this important area. On

behalf of ECCO and our neighboring communities, I respectfully urge you not to approve this text amendment.

Best,
Nilanka Seneviratne

ECCO Membership Committee Chair 2025 - 2028

Meeting Date:	**September 1, 2026**
Department:	**Legal**
From:	**Jeff Palen, Assistant City Manager / CFO**

Ordinance No.: 2026-069 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Project Stoa TMS # R05000-04-40; R05003-01-18; R05000-04-47; R05000-04-45, R05000-04-19; R05000-04-20)

Endorsed by the Economic Development and Infrastructure Committee on August 4, 2026.

Background Summary:

Attachments:

1. 2026-069 - Project Stoa - City of Columbia Ordinance

ORDINANCE NO.: 2026-069

Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Project Stoa TMS # R05000-04-40; R05003-01-18; R05000-04-47; R05000-04-45, R05000-04-19; R05000-04-20)

WHEREAS, the City of Columbia, South Carolina ("City"), is a body, politic and corporate located in Richland County, South Carolina ("County"); and,

WHEREAS, through Columbia City Council ("Council"), the City is entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina; and,

WHEREAS, the County and Fairfield County, South Carolina ("Fairfield"), entered into an Agreement for Designation of the I-77 Corridor Regional Industrial Park dated as of April 15, 2003 (the "Original Agreement"), which Original Agreement was amended and restated pursuant to the Amended and Restated Master Agreement dated as of September 1, 2018 (as so amended and restated, the "Park Agreement"); and,

WHEREAS, pursuant to Section 1.02 of the Park Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinance of the County Council of the County and delivery of notice of such enlargement to Fairfield County; and,

WHEREAS, a company identified for the time being as Project Stoa (the "Developer"), has invested in, or proposes to invest in, or cause others to invest in, a multi-family residential project in the County (collectively, the "Project"), to be located on and, in part, comprised of, parcels located in the City, as more particularly described on Exhibit A attached hereto (the "Project Site"), and should the Developer's plans proceed as presently contemplated, total taxable investments by, or at the direction of, the Developer in real and personal property in the Project are anticipated to be not less than $50,000,000; and,

WHEREAS, the company intends to develop a mixed-use project to include garden style multifamily apartments, office, and retail components focused on workforce housing to include around 300 apartment units, a pool, fitness room, covered parking, dog park, outdoor recreation and cooking space, and walking/biking trails across the 18.3 acre site, along with 30,000+ square feet of office and some retail in a high quality, walkable community; and,

WHEREAS, the County has agreed to offer a public infrastructure credit to reduce the property taxes due on the Project (as more particularly defined herein, "Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act"), and a public infrastructure credit agreement between the County and the Developer with respect to the Project ("Credit Agreement") to provide Credits against certain of the Developer's payments in lieu of taxes with respect to the Project for the purpose of assisting in paying certain costs of designing, acquiring, constructing, improving or expanding infrastructure and for improved and unimproved real estate and personal property, including, but not limited to, machinery and equipment, used in the operation of the Project (collectively, "Infrastructure"); and,

LEGAL DEPARTMENT DRAFT

WHEREAS, to grant the Developer the full value of the Credit with respect to the Project, the County now desires to also locate the Project Site in the Park the County has jointly developed with Fairfield, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended ("Park Act" and, together with the Credit Act, "Act"); and,

WHEREAS, pursuant to the Act and the Park Agreement, following application of the Credit, the payments in lieu of taxes generated from the Project will be distributed as set forth in the Park Agreement; and,

WHEREAS, pursuant to the Act, because the Project is located within the City's geographical borders, the City must consent to the inclusion of the Project Site within the boundaries of the Park; and,

WHEREAS, based upon the foregoing, the City now desires to consent to the inclusion of the Project Site in the Park; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council this _____ day of _____, 2026 that the City hereby consents to the inclusion of the Project Site in the Park, which consent is conditioned upon the following:

1. The County's adoption, by resolution or ordinance, authorizing the inclusion of the Project Site in the Park and delivery of written notice to Fairfield County, pursuant to Section 1.02 of the Park Agreement; provided, the Project shall not be removed from the Park for so long as the Developer is receiving Credits as a result of inclusion in the Park.

2. The County's approval, execution and delivery of the Credit Agreement related to the Project.

3. The Credit Agreement will provide that (a) the Developer will make payments in lieu of taxes related to the Project ("PILOT") during the term of the Credit Agreement, which PILOT shall be in the total amount equivalent to the *ad valorem* taxes or other fee in lieu of tax payments that would have been due and payable with respect to the Project but for the location of the Project in the Park; (b) the annual PILOT payment payable from the Developer to the County will be subject to reduction by a 50% public infrastructure credit (herein defined as the "Credit") to reimburse the Developer's Infrastructure costs; (c) the term of the Credit shall not exceed ten years (unless consented to in writing by the City), as shall be set forth in the Credit Agreement; (d) in each year during the term of the Credit, the City will be entitled to receive the portion of the PILOT payment (net of the Credit, as applicable) as provided in the Park Agreement; and (e) the Property will be deemed removed from the Park upon the expiration or earlier termination of the Credit Agreement.

4. Notwithstanding the foregoing, if the Project proceeds in a phased approach, the time limit for the Project Credit period as allowed in this Ordinance shall be as set forth in Section 3 hereof, and the timeline for additional phases shall be for the period of time or Credit amount that remains available on the original period and shall not have a new beginning date.

LEGAL DEPARTMENT DRAFT

5. The City Manager is authorized to execute any documents and take any further action as may be reasonably necessary to further the intent of this Ordinance.

6. Approval of this Ordinance does not constitute a development approval, as all regulatory permitting and approval requirements remain in effect, the requirement of such is not altered in any way by the approval of this Ordinance. The Project must progress forward at a reasonable pace for a project of this magnitude or else the Park inclusion approval, which facilitates the Credit, will be repealed by the City.

7. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Requested by:

Jeff Palen, Assistant City Manager

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

Introduced:
Final Reading:

_____
Mayor

ATTEST:

_____
City Clerk

LEGAL DEPARTMENT DRAFT

EXHIBIT A
PROPERTY DESCRIPTION

[To be inserted.]

Meeting Date:	**September 1, 2026**
Department:	**Legal**
From:	**Jeff Palen, Assistant City Manager / CFO**

Ordinance No.: 2026-079 — Authorizing the City of Columbia, South Carolina, to execute and deliver an Equipment Lease Purchase Agreement in the amount of not exceeding $15,000,000 between the City and the lessor thereof to defray the cost of acquiring certain equipment; and other matters relating thereto

Background Summary:

Attachments:

1. 2026-079 - Authorize Lease (Columbia 2026)(71477588.3)

ORDINANCE NO.: 2026-079

AUTHORIZING THE CITY OF COLUMBIA, SOUTH CAROLINA, TO EXECUTE AND DELIVER AN EQUIPMENT LEASE PURCHASE AGREEMENT IN THE AMOUNT OF NOT EXCEEDING $15,000,000 BETWEEN THE CITY AND THE LESSOR THEREOF TO DEFRAY THE COST OF ACQUIRING CERTAIN EQUIPMENT; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COLUMBIA, SOUTH CAROLINA, AS FOLLOWS:

Section 1. Findings and Determinations. The City Council (the "Council") of the City of Columbia, South Carolina (the "City"), hereby finds and determines:

(a) The City is an incorporated municipality located in Lexington County and Richland County, South Carolina, and as such possesses all powers granted to municipalities by the Constitution and laws of this State.

(b) Section 5-7-40 of the Code of Laws of South Carolina 1976, as amended (the "S.C. Code"), empowers all municipalities to own and possess real and personal property and such municipalities may lease any such property.

(c) The City desires to enter into an equipment lease purchase agreement (the "Lease Agreement") with a bank or other financial institution selected by the City Manager and Assistant City Manager for Development and Finance for the purpose of financing the acquisition of the equipment set forth on Exhibit A hereto (the "Equipment").

(d) The Lease Agreement will not constitute a "financing agreement" and the Equipment will not constitute an "asset" as such terms are defined in Section 11-27-110 of the S.C. Code. Thus, the amount of the Lease Agreement will not be included when calculating the City's constitutional debt limit under Article X, Section 14 of the Constitution of the State of South Carolina.

(e) The Lease Agreement will be subject to annual appropriation by the Council.

(f) It is in the best interest of the City to acquire the Equipment by entering into the Lease Agreement. The Lease Agreement will enable the City to purchase the Equipment which will provide service necessary and useful to the operations of the City government.

LEGAL DEPARTMENT DRAFT

Section 2. Approval of Lease/Purchase Financing; Delegation of Authority to Determine Certain Matters Relating to the Lease/Purchase Financing. The Equipment described in Exhibit A shall be acquired pursuant to a lease purchase financing which is hereby approved in a principal amount of not exceeding $15,000,000. The Request for Proposals in the form set forth as Exhibit B hereto and the distribution thereof to various banks and other financial institutions in the City and other locations as the City Manager and Assistant City Manager for Development and Finance determined, is hereby ratified and approved. Without further authorization, the Council hereby delegates to the Mayor and the City Manager and the Assistant City Manager for Development and Finance, or any two of them acting together, the authority to: (a) determine the principal amount of the Lease Agreement, if less than authorized by this Ordinance; (b) determine the payment schedule under the Lease Agreement; (c) determine the final payment date under the Lease Agreement; (d) determine the terms relating to any prepayment of the Lease Agreement; (e) determine the date and time for receipt of bids under the Request for Proposals; (f) accept, as well as negotiate, with any responsible bidder under the terms of the Request for Proposals and award the sale of the lease purchase financing to the bidder (the "Bidder") submitting the proposal determined to be the most advantageous to the City in accordance with the terms of the Request for Proposals; and (g) make changes to the quantity, cost or description of the Equipment set forth in Exhibit A attached hereto.

Section 3. Approval of Lease Agreement. Without further authorization, the Mayor, the City Manager and the Assistant City Manager for Development and Finance, or any of them acting alone (each, an "Authorized Person"), is authorized to approve the form, terms and provisions of the Lease Agreement proposed by the Bidder, and to execute, acknowledge and deliver the Lease Agreement in the name and on behalf of the City. The proceeds of the Lease Agreement may be used for the acquisition of the Equipment as well as any of the City's costs of issuance related thereto. The Lease Agreement is to be in the form as shall be approved by any Authorized Person, the Authorized Person's execution thereof to constitute conclusive evidence of such approval.

Section 4. Execution of Documents; Ratification of Certain Actions. The Mayor, City Manager, Assistant City Manager for Development and Finance, City Clerk and City Attorney are fully empowered and authorized to take such further actions and to execute and deliver such additional documents as may be reasonably requested by the Bidder to effect the delivery of the Lease Agreement, including any project fund or acquisition fund agreement, in accordance with the terms and conditions therein set forth and the transactions contemplated hereby and thereby, and the actions of such officers in executing and delivering any of such documents, in such form as any Authorized Person shall approve, is hereby fully authorized.

Section 5. Federal Tax Covenant. The City, as lessee under the Lease Agreement, agrees and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest components of the payments to be made under the Lease Agreement to become includable in the gross income of the Bidder or its successors or assignees for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended ("Code") and regulations promulgated thereunder in effect on the date of the execution and delivery of the Lease Agreement, and that it will comply with all applicable provisions of Section 103 and Sections 141 through 150 of the Code, and any regulations promulgated thereunder, to maintain the exclusion from gross income for federal income tax purposes of the interest portion of the payments to be made under the Lease Agreement; and to that end the City shall:

(a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Lease Agreement is outstanding;

(b) establish such funds, make such calculations and pay such amounts in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the times and places required by the Code.

The City will timely file Form 8038-G in accordance with the applicable regulations of the Internal Revenue Service.

The City Manager and Assistant City Manager for Development and Finance, or any one of them acting alone, are hereby authorized to adopt or modify written procedures for and on behalf of the City to ensure the City's compliance with federal tax matters relating to the Lease Agreement.

This Ordinance shall constitute the City's declaration of official intent pursuant to Regulation §1.150-2 of the Code to reimburse the City from a portion of the proceeds of the Lease Agreement or other tax-exempt bonds issued by the City for such purposes (the "Reimbursement Bonds") for expenditures it anticipates incurring (the "Expenditures") with respect to the Equipment prior to the issuance of the Lease Agreement or Reimbursement Bonds. The Expenditures which are reimbursed are limited to Expenditures which are: (1) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2 of the Code) under general federal income tax principles; or (2) certain *de minimis* or preliminary expenditures satisfying the requirements of Regulation §1.150-2(f) of the Code. The source of funds for the Expenditures with respect to the acquisition of the Equipment will be the City's general fund. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid; or (b) the date such project was placed in service, but in no event more than three (3) years after the original Expenditures.

Section 6. Filings with Central Repository. In compliance with Section 11-1-85 of the S.C. Code, the City covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested; (a) a copy of the annual audit of the City within thirty (30) days of the City's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the City, adversely affects more than five percent (5%) of the City's revenue or its tax base.

Section 7. Severability. All ordinances, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the execution of the Lease Agreement are, to the extent of such conflict, hereby repealed.

Section 8. Effective Date. This Ordinance shall be effective upon its enactment by the Council.

[Execution page follows]

This Ordinance shall be forthwith codified in the Code of City Ordinances in the manner required by law.

ENACTED this ___ day of _____, 2026.

Requested by:

Jeff Palen, Assistant City Manager

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

[Signature page]

EXHIBIT A

Equipment

Acquisition, replacement and installation of certain rolling stock and other equipment, including but not limited to the following: purchase of new cars, trucks and other vehicles and equipment for various departments of the City, including but not limited to the police, fire, public works and parks departments of the City, and purchase and installation of computers, software, equipment and systems for various departments of the City.

EXHIBIT B

Form of Request for Proposals

REQUEST FOR PROPOSALS

City of Columbia, South Carolina
Equipment Lease Purchase Financing, 2026

Response Due: _____ ____, 2026
12:00 Noon, South Carolina Time

NOT BANK QUALIFIED

The City of Columbia, South Carolina (the "City"), is requesting proposals from various banks and financial institutions for a not exceeding $15,000,000 tax-exempt (non-bank qualified) lease purchase financing to defray the costs of acquiring certain equipment as described herein. The City invites interested parties to submit a proposal to finance the equipment by specifying a rate of interest and other conditions for such financing. The City presently maintains underlying general obligation ratings[1] of Aa1/AA+ from Moody's Investors Service, Inc./S&P Global Ratings but will not obtain a rating specific to the Lease Agreement (as defined herein). The City strongly discourages the submission of a bid which would require any modification to the approving ordinance.

Mailed or Hand Delivered Proposals: Each mailed or hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for 2026 Equipment Lease Purchase" and should be mailed or delivered to:

Kristine A. Githara
Finance Director
City of Columbia
1401 Main Street, 8th Floor
Columbia, SC 29201

E-Mail Proposals: Electronic proposals may be e-mailed to the attention of Ms. Kristine A. Githara, Finance Director, at kristine.githara@columbiasc.gov, with a copy to Burr & Forman LLP, Special Counsel to the City, to the attention of Michael J. Seezen, Esq. at mseezen@burr.com and Stifel, Nicolaus & Company, Incorporated, Financial Advisor to the City, to the attention of Brenton J. Robertson, Esq. at robertsonb@stifel.com.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, OR BY E-MAIL, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE CITY AT THE PLACE, DATE AND TIME APPOINTED. THE CITY, IN ITS SOLE DISCRETION, SHALL DETERMINE THE TIMELINESS OF RECEIPT OF ALL PROPOSALS REGARDLESS OF THE MANNER IN WHICH THEY ARE DELIVERED. THE CITY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF PROPOSALS.

[1] Copies of the City's most recent credit reports addressing its general obligation ratings are available upon request.

Please note that this Request for Proposals is also being sent to a number of other institutions as well and that the City, in its sole discretion, reserves the right to select the proposal determined to be the most advantageous to the City. The selection process will be heavily weighted toward lowest financing costs; however, lowest financing cost is not the only factor that may be considered by the City. The City reserves the right to reject any or all bid proposals as well as negotiate with responsive bidders.

I. Terms and Conditions

(a) Amount to be Financed: Not exceeding $15,000,000. The City retains the option to reduce the total amount to be financed by up to 10%. The final amortization structure of the Lease Agreement will be subject to the mutual agreement of the City and the successful bidder. A bid for less than the total principal amount contemplated by this Request for Proposals will not be considered.

(b) Funding Options. Bidders may submit proposals on either or both of the following two bases:

1. Fully-Funded. Proceeds of the financing will be fully funded at closing, and deposited to an account held for the benefit of the City (the "Acquisition Account"). Interest will accrue on the full principal amount of the financing from the date of closing. If a bidder requires that the Acquisition Account be held by the bidder or its designee, the bidder must so indicate on its proposal (including any fees required thereunder). Otherwise, the City retains the right to designate a bank to act as custodian of the Acquisition Account. Interest earnings in the Acquisition Account must accrue to the City.

2. Draw-Down. Proceeds of the financing will be advanced to the City on an as-needed basis, during the first thirty-six (36) months after the execution of the financing. Interest will accrue from the respective dates of each advance.

(c) Payments/Interest Rate: The final payment of principal and interest shall be due on or before _____. Payments of principal and interest shall be made monthly, commencing on the later of _____, 2026, or the first day of the month following the first advance (if applicable), in approximately equal amounts until maturity (in either case, payments of principal and interest may be made without penalty or interest on the first business day following the day such payments are actually due). The City will consider other proposed terms for the Lease Agreement (including longer or shorter terms) but reserves the right to reject any terms or structure which are inconsistent with its plan of finance.

Bidders shall submit a bid consisting of a single fixed rate of interest per

annum for the total principal amount of the Lease Agreement. Unless otherwise designated by a bidder, interest will be calculated based on a 360-day year comprised of twelve 30-day months ("30/360 Day Count"). For purposes of analyzing bids received and determining the award of the Lease Agreement, the City will utilize a 30/360 Day Count.

Bids containing rates of interest which may adjust upon the occurrence of specified events, including changes in the Code (as defined herein), changes in the bidder's capital requirements or cost of capital, or for any other reason (other than the loss of tax exemption due solely to the actions or inactions of the City), will be rejected. In the event of a tie bid and absent other factors favoring one proposal over another in the City's sole and absolute discretion, the Lease Agreement will be awarded to the bidder whose bid was received first in the City's sole and absolute discretion.

(d) Guarantee of Interest Rate: The interest rate, costs and other terms of the bid submitted must be guaranteed from the date of your proposal to the closing date (currently expected to be on or about _____ ____, 2026 subject to mutual agreement of the City and the successful bidder). Bidders may request a closing date either earlier or later than that identified herein by the City so long as the interest rate, costs and other terms of the bid are similarly guaranteed from the date of such bidder's proposal until such bidder's requested alternate closing date.

(e) Equipment/Form of Lease Agreement: See attached Exhibit A for a description of the general categories and types of equipment proposed to be financed. At the request of a bidder, the City agrees to provide more detailed information regarding the equipment proposed to be financed to such bidder prior to the date and time that responses are due; however, the City reserves the right to add, delete or modify equipment from such list any time prior to the purchase thereof from the proceeds of the Lease Agreement, as may be necessary or desirable to suit the City's capital needs, for so long as such equipment continues to be described within the categories set forth in Exhibit A hereto.

The successful bidder's proposed form of equipment lease purchase agreement ("Lease Agreement") should be provided to the City's Special Counsel within three (3) business days of the award of the successful proposal, if not already included or communicated with the bidder's proposal.

(f) Non-appropriation: A non-appropriation provision acceptable to the City must be included in the Lease Agreement. Any and all amounts due including, but not limited to, scheduled lease payments, reimbursements, penalties or fees under the Lease Agreement or any Acquisition Account

(as defined below) must be subject to annual appropriation by the City.

(g) Non-substitution: A non-substitution provision is not permitted to be included in the Lease Agreement.

(h) Deficiency Judgment: No deficiency judgment can be assessed or imposed against the City nor will the full faith, credit and taxing power of the City be pledged to the payment of the Lease Agreement.

(i) Title: Title to the equipment will be in the name of the City subject to the bidder's rights under the Lease Agreement. The successful bidder shall be responsible for taking all actions it deems necessary to impose its lien upon or perfect any security interest in the equipment.

Unencumbered title to the equipment must be provided to the City, and the bidder's lien on the equipment (if any) must be released, on the date of final payment, whether upon maturity or prior redemption of the Lease Agreement. The Lease Agreement must allow the City to dispose of certain of the equipment in its sole discretion prior to the termination of the Lease Agreement provided the value of the remaining items of equipment is not less than the outstanding principal balance of the Lease Agreement at the time of such disposition.

(j) Payments for Equipment; Investments: Payments from the Acquisition Account or amounts advanced by the successful bidder, as applicable, may be made either to the City as reimbursement for prior expenditures or directly to the equipment vendor for payment of the equipment as directed by the City, which may be up to thirty-six (36) months following the execution of the financing unless otherwise mutually agreed upon by the successful bidder and the City. Without limitation of the foregoing, payments therefrom must be made available upon request of the City for periodic partial payments to equipment vendors for the manufacture and/or assembly of equipment prior to delivery and acceptance of such equipment by the City. All funds invested or deposited in the Acquisition Account shall at all times be invested or deposited, as applicable, in a manner which satisfied the requirements of the laws of the State of South Carolina relating to investment or deposit of public funds, including, without limitation, Section 6-5-10 or Section 6-5-15 of the Code of Laws of South Carolina 1976, as amended, as applicable.

(k) Costs of Issuance: All costs relating to the preparation of the Lease Agreement and fees of Special Counsel and the City's Financial Advisor will be paid by the City. Any fees and costs of the bidder (including its legal expenses) to be paid by the City must be stated in the response to this Request for Proposals and may be taken into account by the City in its bid analysis. The Lease Agreement must allow the City to pay its legal fees,

financial advisor fees and other fees and costs related to execution and delivery of the Lease Agreement out of the proceeds of the Lease Agreement.

(l) Insurance: The City is self-insured for property, casualty and general liability risks. The equipment will be insured in a similar manner.

(m) Closing: The City expects to accept the successful proposal on _____ ____, 2026 (the "Award Date"), and close the transaction on _____ ___, 2026, or such other dates as may be mutually agreeable to the City and the successful bidder.

(n) Prepayment: Unless otherwise specifically provided in a bidder's proposal and agreed to by the City, the Lease Agreement will be subject to prepayment at the option of the City in whole or in part at any time without any prepayment penalty, make-whole call premium, break-funding fee or similar feature.

(o) Lease Agreement Not Designated as Qualified Tax-Exempt Obligation: The City has **not** designated the Lease Agreement as a "qualified tax-exempt obligation" for purposes of Section 265 of the Internal Revenue Code of 1986, as amended (the "Code"), relating to the ability of financial institutions to deduct from income for federal income tax purposes interest expense that is allocable to carrying and acquiring tax-exempt obligations.

(p) Confidentiality. If requested by a bidder in its bid, the City and its professional advisors will maintain the confidentiality of such bid and the contents thereof beginning from the City's receipt of such bid until the Award Date; however, neither the City nor its professional advisors shall be subject to any term or provision relating to the confidentiality of any bid or the contents thereof following the Award Date. Notwithstanding anything to the contrary, in no event shall any confidentiality term or provision contained in any bid prevent any disclosure by the City required by any applicable law or regulation (including continuing disclosure undertakings by the City required thereby) or as a result of any legal or administrative procedure.

II. Proposal Requirements

(a) The proposal must be in writing. It is preferred that a bidder's proposal not be subject to further credit or underwriting approval.

(b) No proposal may be modified by a bidder after it has been submitted, except as may be negotiated by the City.

(c) Proposals should include: the name, address, telephone number of your

institution; the primary contact; and identity of legal counsel, if any.

(d) Proposals must be accompanied with a list of all requirements and conditions associated with the proposal.

(e) Proposals must indicate a single interest rate for the lease term and it is requested that proposals include an amortization schedule showing monthly payment amounts for the term of the financing.

(f) Proposals must provide full disclosure of all financing costs of the proposer to be paid by the City, including any closing, legal, escrow and tax opinion charges. The costs of a bidder's legal counsel or other such costs, if to be paid by the City per the terms of the bidder's proposal, will be considered by the City when evaluating bids.

(g) Any prepayment penalty or other fee requirements should be detailed in the proposal.

III. Evaluation of Proposals and Award

The Lease Agreement will be awarded to the bidder that provides the most advantageous proposal as determined by the City in its sole and absolute discretion. After the proposals are received, they will be evaluated by the officials of the City based on various factors, including, but not limited to, the interest rate, proposed form of Lease Agreement (if any), redemption terms, prepayment provisions or limitations, additional credit or underwriting approval, legal or other additional costs of the proposer to be paid by the City or factored into the City's evaluation process, additional covenants and terms, if any, and other conditions set forth therein. The City reserves the right to reject any and all proposals or to waive irregularities in any proposal. The City expects to accept the successful proposal by the close of business on the Award Date.

IV. Legal Opinion. The execution and delivery of the Lease Agreement is subject to the approving opinion of the Burr & Forman LLP, Special Counsel, and the City's attorney, Teresa A. Knox, Esq.

V. Tax Exemption and Other Tax Matters. The Code, and the Treasury Regulations promulgated thereunder, include provisions that relate to tax exempt obligations, such as the Lease Agreement, including, among other things, permitted uses and investment of the proceeds of the Lease Agreement and the rebate of certain net arbitrage earnings from the investment of such proceeds to the United States Treasury. Noncompliance with these requirements may result in interest paid under the Lease Agreement becoming subject to federal income taxation retroactive to the date of issuance of the Lease Agreement. The City has covenanted to comply with the requirements of the Code to the extent required to maintain the exclusion of interest on the Lease Agreement from gross income for federal tax purposes. Failure of the City to comply with these covenants could cause the interest on the Lease Agreement to be taxable retroactively to its date of issuance.

Interest on the Lease Agreement is not an item of tax preference for purposes of the federal

individual alternative minimum tax. The Inflation Reduction Act of 2022, as amended, includes an alternative minimum tax to be imposed on the "adjusted financial statement income" of "applicable corporations," as each is defined therein. The interest on the Lease Agreement may be included in the adjusted financial statement income of such applicable corporations for purposes of computing such alternative minimum tax.

The accrual or receipt of interest on the Lease Agreement may affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. Prospective bidders should be aware that execution and performance under the Lease Agreement may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies and taxpayers otherwise entitled to claim the earned income credit and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Lease Agreement. Special Counsel will not express any opinion as to such collateral tax consequences. Prospective bidders of the Lease Agreement should consult their tax advisors as to collateral federal income tax consequences.

Special Counsel has not undertaken to determine (or to inform any person) whether any action taken (or not taken) or event occurring (or not occurring) after the date of issuance of the Lease Agreement may affect the tax status of interest on the Lease Agreement. In rendering its opinion, Special Counsel will rely upon certificates and representations of the City with respect to certain material facts solely within the knowledge of the City relating to the application of the proceeds of the Lease Agreement.

VI. Investment Letter. The lessor will be required to execute an Investment Letter to the City in substantially the form attached hereto as Exhibit B and incorporated herein by reference.

VII. Additional Information. The City presently maintains underlying general obligation ratings of Aa1/AA+ from Moody's Investors Service, Inc./S&P Global Ratings (the "GO Ratings") but will not obtain a rating specific to the Lease Agreement. As provided previously, the Lease Agreement will not be a general obligation of the City and must include a non-appropriation provision acceptable to the City.

Audited financial reports of the City are available on the City's website[2] (which website is not intended to be an active hyperlink and the information contained therein is not incorporated by reference herein).

[2] https://finance.columbiasc.gov/acfrs/

If you should have any questions regarding the Request for Proposals, you should contact:

Kristine A. Githara
Finance Director
Phone: 803.545.3409
E-Mail: kristine.githara@columbiasc.gov

Michael J. Seezen, Esq.
Burr & Forman LLP
Phone: 803.753.3257
E-Mail: mseezen@burr.com

Brenton J. Robertson, Esq.
Stifel, Nicolaus & Company, Incorporated
Phone: 803.331-3843
E-Mail: robertsonb@stifel.com

Bidders are encouraged to submit any questions or requests for further information to the City at least two business days prior to the date proposals are due (_____ ___, 2026), in order to ensure sufficient time for the City to review and respond to such questions or requests.

No questions may be directed to or contacts made with the Mayor, other members of City Council or any City staff not identified in this Request for Proposals as points of contacts during the period of time that this Request for Proposals is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the bidder from further consideration.

/s/ Jeffery M. Palen
City of Columbia, South Carolina
Assistant City Manager for Development and Finance

_____ ___, 2026

EXHIBIT A

Equipment

Acquisition, replacement and installation of certain rolling stock and other equipment, including but not limited to the following: purchase of new cars, trucks and other vehicles and equipment for various departments of the City, including but not limited to the police, fire, public works and parks departments of the City, and purchase and installation of computers, software, equipment and systems for various departments of the City.

EXHIBIT B

Form of Investment Letter

_____, 2026

City of Columbia, South Carolina
Columbia, South Carolina

Teresa A. Knox, Esq.
City Attorney, City of Columbia
Columbia, South Carolina

Burr & Forman LLP
Columbia, South Carolina

RE: City of Columbia, South Carolina
[Lease Agreement], 2026, $_____

This letter is provided by _____ (the "Lessor") in connection with the execution and delivery of a [Lease Agreement] dated as of _____, 2026 (the "Agreement") between the Lessor and City of Columbia, South Carolina (the "City"). All capitalized terms used herein, but not defined herein, shall have the respective meanings set forth in the Agreement. The undersigned, an authorized representative of the Lessor, hereby represents to you that:

1. The Lessor has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other obligations, to be able to evaluate the risks and merits of the investment represented by the Agreement.

2. The Lessor has authority to enter into the Agreement and to execute this letter and any other instruments and documents required to be executed by the Lessor in connection with the Agreement.

3. The undersigned is a duly appointed, qualified and acting representative of the Lessor and is authorized to cause the Lessor to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Lessor.

4. The Lessor understands that no official statement, prospectus, offering circular, or other comprehensive offering statement containing material information with respect to the City and the Agreement is being provided with respect to the Agreement. In due diligence, the Lessor has made its own inquiry and analysis with respect to the City, the Agreement, the [Lease Payments] and the security therefor, and other material factors affecting the security for and payments to be made under the Agreement.

5. The Lessor acknowledges that it (a) has either been supplied with or has access to information, including financial statements and other financial information, regarding the City, to which a reasonable investor would attach significance in making investment decisions; and (b) has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Agreement, the [Lease Payments] and the security therefor, so that as a reasonable investor, it has been able to make its decision to enter into the Agreement.

6. The Lessor is primarily entering into the Agreement for its own account (or for that of its consolidated taxpayer group) and not with a current view to resale or other distribution thereof, and the Lessor does not currently contemplate the division of the Agreement nor the resale or other disposition of the Agreement, or any part thereof, except as permitted by law and subject to applicable securities laws and regulations thereunder.

7. The undersigned acknowledges that the Lessor will file any UCC financing statements or otherwise take any actions necessary in order to perfect the Lessor's security interest in any collateral in connection with the Agreement.

8. Lessor understands that the scope of engagement of Teresa A. Knox, Esq., as City Attorney, with respect to the Agreement has been limited to the matters set forth in her opinion.

9. The undersigned understands that the scope of engagement of Burr & Forman LLP, as Special Counsel for the City with respect to the Agreement, has been limited to matters set forth in its opinion.

[LESSOR]

By: _____

Its: _____

Meeting Date: **September 1, 2026**

Department: **Legal**

From: **Jeff Palen, Assistant City Manager / CFO**

Ordinance No.: 2026-080 - An Ordinance Granting a Nonexclusive Franchise to PBT Communications, Inc., d/b/a Comporium for the Construction, Operation and Maintenance of Telecommunications Facilities in the City of Columbia, South Carolina

Background Summary:

Attachments:

1. 2026-080 – Comporium franchise agreement
2. 2026-080 - Approved agreement

ORDINANCE NO. 2026-080

An Ordinance Granting a Nonexclusive Franchise to PBT Communications, Inc., d/b/a Comporium for the Construction, Operation and Maintenance of Telecommunications Facilities in the City of Columbia, South Carolina

WHEREAS, PBT Communications, Inc., d/b/a Comporium, has requested consent of the City of Columbia to use the streets and public places of the municipality to construct, install, maintain, and operate its telecommunications facilities for its own business purposes and profit; and

WHEREAS, it is the policy of the City of Columbia to permit such entry into the corporate limits and such use of the streets and public places for the provision of telecommunications services, subject to the duty and authority of the City of Columbia to manage its streets, public property and rights-of-way, and to requirements under State and Federal law; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this _____ day of _____, 2026, that the City Manager is hereby authorized to enter into and execute a franchise to PBT Communications, Inc., d/b/a Comporium, for the construction, operation and maintenance of telecommunications facilities within the corporate limits of the City of Columbia, South Carolina, upon the terms and conditions set forth in the Franchise Agreement attached as Exhibit A and incorporated herein.

If any section, subsection, or clause of this ordinance, including the Franchise Agreement, shall be deemed unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

This ordinance shall take effect upon the date of final reading.

Requested by:

Assistant City Manager Palen

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

CITY OF COLUMBIA, SOUTH CAROLINA NONEXCLUSIVE FRANCHISE AGREEMENT WITH PBT COMMUNICATIONS, INC. OF SOUTH CAROLINA, D/B/A COMPORIUM

This Nonexclusive Franchise Agreement (hereinafter "AGREEMENT") is made and entered into as of this ____ day of _____ 2026 (“Effective Date”), by and between the CITY OF COLUMBIA, a South Carolina municipal corporation (hereinafter "CITY") and PBT COMMUNICATIONS, INC., a South Carolina corporation, (hereinafter “COMPORIUM” or “FRANCHISEE”), having its principal office 330 East Black Street, Rock Hill, SC, 29730.

WHEREAS, COMPORIUM is a corporation duly organized and existing under the laws of the State of South Carolina; and

WHEREAS, COMPORIUM desires to use and occupy the streets and public rights-of-way (as hereinafter defined) located within the CITY for the purposes of constructing, installing, and maintaining network facilities for telecommunications services within and through the CITY; and

WHEREAS, as used in this ordinance, the term "Telecommunications Services" has the meaning and definition given to that same term by S.C. Code Ann. § 58-9-10 and § 58-9-2200 (1), which includes operation and/or provision of access to transmission facilities and infrastructure for the transmission of voice, data, text, sound, and video using wired telecommunications networks, and 47 USC § 153; provided, however, for purposes of this Agreement, the term "Telecommunications Services" does not include cable television. Cable television services may only be provided in the municipal limits pursuant to a separate franchise pursuant to 42 USC § 542.

WHEREAS, pursuant to S.C. Code Ann. § 5-7-30 and S.C. Code Ann. § 58-9-2230, the CITY has the authority to grant franchises and other authorizations for the use and occupancy of the streets and public rights-of-way; and

WHEREAS, the CITY is agreeable to allowing COMPORIUM to use the streets and public rights-of-way, subject to the terms and conditions hereinafter set forth and subject to any lawful telecommunications regulatory ordinance that may be adopted by the CITY in the future; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the CITY and COMPORIUM agree as follows:

SECTION 1. DEFINITIONS.

For the purpose of this AGREEMENT, and the interpretation and enforcement thereof, the following words and phrases shall have the following meanings, unless the context of the sentence in which they are used shall indicate otherwise:

"Cable service" shall have the same meaning as in the 47 U.S. Code § 522 and shall be synonymous with the term "cable television service."

"City" means the City of Columbia, South Carolina, and where appropriate to the context, its officers, agents, employees, and volunteers.

"City Attorney" means the City Attorney or his designee.

"City Council" means the City Council of the City of Columbia.

"City Engineer" means the City Engineer or her designee.

"City Manager" means the City Manager or her designee.

"City Property" means and includes all real property owned by the City deemed to be a public place or way by the City..

"Conduit" means any materials, such as metal or plastic pipe, that protects wire, cable, lines, fiber optic cable, or other technology for the provision of telecommunications service.

"Duct" means a pipe, tube, channel, or similar item for carrying wires, lines, cables, fiber optic cable, or other technology for the provision of telecommunications service.

"*Eligible Property*" means multi-family housing properties identified by CITY and containing affordable housing units using the Area Median Income (AMI) for the Columbia Metropolitan Area as measured by the U.S. Department of Housing ("Eligible Properties").

"Fiber optic or other cable and related facilities" means fiber optic cables or other cables, facilities, Conduits, converters, splice boxes, handholds, manholes, vaults, equipment, drains, surface location markers, appurtenances and related facilities located or to be located by FRANCHISEE in the public streets or rights-of-way of the City used or useful for the transmission of telecommunications services.

"FRANCHISEE" or *"Comporium"* means PBT Communications, Inc., of South Carolina.

"Public streets and public rights-of-way" or *"public ways"* include the surface of, and the space above and below, any public street, road, highway, avenue, sidewalk, way, bridge, viaduct, alley or other public right-of-way, including unimproved surfaces, now or hereafter held by the City for the purpose of public travel, communications, alarm, street lighting, power distribution, water or sewer service or other public use, whether present or future, to the extent of the City's right, title, interest or authority to grant a franchise to occupy and use such streets and easements for the purpose of providing telecommunications services.

"Public works project or public improvements" include, without limitation, the

construction, realignment, paving or repaving, or other work on any public street or public right-of-way, change of grade or alignment of any public street or public right-of-way, the construction or reconstruction of any water, sanitary sewer, storm sewer, force main, drainage or communications facility of the City.

"*SCDOT*" means the South Carolina Department of Transportation.

"Telecommunications facilities" means the plant, equipment, and property, including, but not limited to, the poles, pipes, mains, Conduits, Ducts, fiber optic and other cables, circuits, and wires, and any other equipment and property used by FRANCHISEE to provide telecommunications service.

"Telecommunications service" means the providing or offering for rent, sale, or lease, or in exchange for other value received, the transmittal of signals, including but not limited to, voice, data, image, graphic or video or other programming information, except cable television service, between or among points by wire, lines, cable, fiber optics, circuits, laser or infrared, microwave, radio, satellite, or other telecommunications facilities, but not including cable television service.

"Unused Facilities" means where, pursuant to this Agreement, COMPORIUM has commenced the installation of certain Fiber Optic or other Cable and Related Facilities in the CITY'S public streets or public rights-of-way, and (i) such installation work has ceased and remains unfinished for a period of twelve (12) consecutive months; or (ii) after installation, such Fiber Optic or Other Cable and Related Facilities are unused, for whatever reason, for a period of twelve (12) consecutive months; then, in the event of (i) or (ii) such Fiber Optic or Other Cable and Related Facilities or any parts thereof shall be deemed to be unused. For the purposes of this definition, Fiber Optic or Other Cable and Related Facilities shall not be considered unused merely because the fiber is dark, and shall be considered in use if the facilities are connected to other Fiber Optic or Other Cable and Related Facilities owned by COMPORIUM that are used. Should all of the Fiber Optic or Other Cable and Related Facilities be determined to be unused, then the City Manager shall, within thirty (30) days thereof, by certified mail, return receipt requested, notify COMPORIUM of the City's intent to determine if such Fiber Optic or Other Cable and Related Facilities are unused. COMPORIUM shall then have thirty (30) days to respond to the CITY by demonstrating that such facilities are used. If COMPORIUM is unable to demonstrate that the Fiber Optic or Other Cable and Related Facilities are used, they shall be deemed Unused Facilities and shall be subject to Section 3(c) below.

SECTION 2. GRANT OF FRANCHISE.

(a) Grant of Authority. Subject to the terms of this AGREEMENT, the CITY hereby grants to FRANCHISEE the non-exclusive right to construct, install, maintain, locate, move, operate, place, protect, reconstruct, reinstall, relocate, remove, and replace Fiber Optic or Other Cable and Related Facilities for the provision of telecommunications service in the public streets and public rights-of-way in the City of Columbia. FRANCHISEE shall be solely responsible for

obtaining any required consents from State agencies or private parties to the extent that its operations affect State or private property. It is expressly agreed that this AGREEMENT does not give FRANCHISEE the right to occupy any public rights-of-way with permanent aboveground cabinets, pads, and other similar structures, except pursuant to the express approval of the CITY pursuant to the applicable provisions of Chapter 2 of the City Code or any successor ordinance, and that nothing in this Agreement shall be construed as consent by the CITY for FRANCHISEE to provide Cable Service within the City.

(b) No Authority to Assign. FRANCHISEE acknowledges that this grant of authority is for the benefit of FRANCHISEE only, and that FRANCHISEE is not authorized to assign or otherwise allow other providers to use or occupy the public rights-of-way.

(c) Certificate of Public Convenience. Prior to the commencement or continuation of any construction or operation in the corporate limits of the City, the FRANCHISEE shall be duly authorized to do business in South Carolina and shall have received any necessary certificate of public convenience and necessity or other required authority from the South Carolina Public Service Commission and the Federal Communications Commission. Evidence that such authority has been acquired or that it is not required must be filed with the CITY.

(d) Future Ordinances. FRANCHISEE acknowledges that, to the extent allowed by State and Federal law, the CITY has the authority, to adopt ordinances regulating the use of the public rights-of-way, so long as such ordinances apply equally to all certificated providers of telecommunications services and are related to using the public streets and public rights-of-way in the City. FRANCHISEE agrees to be bound by all such future lawful ordinances so long as it operates telecommunication services or has property or equipment within the public streets or rights-of-way located in the City.

(e) No Property Interest. This AGREEMENT is not a grant by the CITY of any fee simple or other property interest and is made subject and subordinate to the prior and continuing right of the City of Columbia to use the public streets and public rights-of-way occupied by FRANCHISEE for the purpose of laying, installing, maintaining, repairing, protecting, replacing, and removing sanitary sewers, water mains, storm drains, gas mains, poles and other equipment for municipal uses and with the right of ingress and egress, along, above, over, across and in said public streets and public rights-of-way.

(f) Compensation. In consideration of the grant of authority to utilize the streets and public rights-of-way of the CITY for the provision of Telecommunication Services, and in accordance with applicable laws and ordinances, FRANCHISEE shall pay such lawful franchise fees, business license taxes, and administrative fees as are presently permitted by S.C. Code Ann. § 58-9-2220 and S.C. Code Ann. § 58-9-2230 and as may be enacted and imposed by the CITY. The FRANCHISEE shall also pay all such ad valorem taxes, service fees, sales taxes, or other taxes and fees as may now or hereafter be lawfully imposed on other businesses within the CITY. Provided, however, that in the event that Article 20 of Chapter 9 of Title 58 of the Code of Laws of South Carolina, as enacted in 1999, or other laws governing franchise fees, business license

taxes and/or other fees with respect to Telecommunication Services shall be substantially modified by subsequent legislation or court decision, the provisions herein contained may be brought into conformity with the changes in the applicable law by appropriate amendment to this ordinance. If the limitations on the amount of franchise fees, administrative fees, and business license taxes on providers of Retail Telecommunications Services presently contained in said statute shall be removed or modified, the CITY will be free, by amendment to this ordinance, to impose such fair, reasonable, competitively neutral, and nondiscriminatory fees and taxes as may then be permitted by that statute or by such applicable South Carolina and federal law as may then govern.

(g) Police Power. Except as specifically provided herein, or otherwise mandated by law, the privilege granted to FRANCHISEE by this ordinance does not exempt or excuse FRANCHISEE from the police power and all other lawfully imposed municipal authority and laws including, but not limited to, those relating to zoning, permitting, traffic control, construction and excavation, planning, aesthetics, and the environment that are in effect on the Effective Date of the AGREEMENT and in the future. FRANCHISEE is subject to payment of fees of general applicability such as building permit fees and zoning permit fees that are not related to the telecommunications company's occupation of or work within the public right of way.

(h) Non-Discrimination. FRANCHISEE shall not deny service, deny access, or otherwise discriminate in the availability, rates, terms, or conditions of services provided to residential Subscribers on the basis of race, color, creed, religion, ancestry, national origin, gender, gender identity, sexual orientation, disability, age, familial status, marital status, or status with regard to public assistance. FRANCHISEE shall comply at all times with all applicable law relating to nondiscrimination with respect to the provision of services. FRANCHISEE shall not deny access to service to any group of potential subscribers because of the income of the residents of the local area in which such group resides.

(i) Service Provision. Following construction and activation of the Telecommunications Facilities in an area, FRANCHISEE shall provide broadband service to each household requesting broadband service located within that area, including each multiple dwelling unit in the area, except for multiple dwelling units or any other private property to which FRANCHISEE cannot obtain legal access on commercially reasonable terms.

(j) Effective Date. This AGREEMENT shall be in full force and effect from and after the date of its approval by City Council; provided, however, that notwithstanding such approval, this AGREEMENT shall not become effective until all required bonds, certificates of insurance and other instruments required by this Agreement have been filed with, and accepted and approved by the CITY, which acceptance and approval shall not be unreasonably delayed, conditioned, or withheld.

SECTION 3. TERM OF AGREEMENT.

(a) Initial Term and Renewal. The term of this AGREEMENT shall be for an initial term of twenty (20) years, commencing on the Effective Date ("Initial Term"). Unless either party

gives ninety (90) days written notice of its intention to terminate the AGREEMENT prior to the end of the Initial Term, the AGREEMENT shall thereafter automatically renew for one (1) additional ten (10) year term, for a maximum of thirty (30) years; however, such renewal shall not automatically occur if any material, uncured breach has not been remedied and the non-breaching party provides ninety (90) days written notice prior to the end of a Renewal Term. Upon termination of this AGREEMENT as herein provided, and unless the parties are in active good faith negotiation of a replacement agreement or otherwise agree in writing to an extension, FRANCHISEE shall be prohibited from further access to the public rights-of-way in the City of Columbia.

(b) Breach Notice. In the event that the CITY determines that FRANCHISEE is in breach of its material obligations or duties under this AGREEMENT, the CITY may give written notice to FRANCHISEE setting forth in reasonable detail the nature of such breach. If FRANCHISEE fails to cure such breach within ninety (90) days from the date of FRANCHISEE'S receipt of such notice, or within such other reasonable time as may be agreed to in writing by the parties, then CITY, at its option, may terminate this AGREEMENT upon giving FRANCHISEE written notice of termination.

(c) Removal or Abandonment. Upon the termination or expiration of this AGREEMENT, including any renewal period, or if any portion of FRANCHISEE'S facilities are deemed Unused Facilities, FRANCHISEE shall remove its telecommunications facilities, or, if applicable, the Unused Facilities, from the City's public streets and public rights-of-way at its own expense; provided, however, that if directed or authorized by the CITY in writing, FRANCHISEE may abandon some or all of the facilities in place, and such facilities shall become the property of the CITY upon their abandonment. If in the event FRANCHISEE fails to remove its facilities within ninety (90) days after termination or after such facilities are deemed to be Unused Facilities, except facilities abandoned in place at the direction of, or with the consent of the CITY, the CITY may cause such facilities to be removed, without further notice, and charge the cost for removal to FRANCHISEE, which shall pay such costs within thirty (30) days of the demand to do so. The CITY may collect such costs, expenses and attorney's fees as debts owed to the CITY by bringing action in any court of competent jurisdiction to enforce this section 3(c). The CITY shall also have a lien on the property of FRANCHISEE in an amount equal to all such costs, expenses, and legal fees associated with collection efforts.

SECTION 4. CONSTRUCTION; LOCATION OR RELOCATION OF FACILITIES.

All of FRANCHISEE'S facilities shall be constructed, installed, and located according to the terms and conditions contained herein, unless otherwise specified by the CITY.

(a) Underground Installation. Whenever all existing electric utilities, cable facilities or telecommunications facilities are located underground within a particular segment of a street or public right-of-way of the City, FRANCHISEE shall also install its telecommunications facilities

underground. Whenever existing overhead electric utilities, cable facilities or telecommunications facilities are relocated underground within a particular segment of a street or public right-of-way of the City, FRANCHISEE shall relocate its facilities underground within a reasonable amount of time after notification by the CITY that such facilities must be relocated. Absent extraordinary circumstances or undue hardship as reasonably determined by the CITY, such relocation shall be made concurrently to minimize the disruption of the public streets or public rights-of-way.

(b) No Interference. The facilities of FRANCHISEE shall be located so as not to interfere with public safety or, to the extent possible, with the convenience of persons using the public streets or rights-of-way. FRANCHISEE shall construct, maintain, and locate its telecommunications system so as not to interfere with the construction, location and maintenance of sewer, water, drainage, electrical, signal, and fiber optic facilities of the CITY. In the performance and exercise of its rights and obligations under this AGREEMENT, FRANCHISEE shall not interfere in any manner with the existence and operation of any public street and public or private right-of-way, sanitary sewer, water line, storm drain gas main, pole, overhead or underground electric and telephone wires, television cables, public works, facilities of other telecommunication providers, or City Property, without the prior approval of the CITY. Nothing in this AGREEMENT shall be construed to abrogate or limit the right of the CITY to perform any public works or public improvements.

(c) Remedy for Interference. If any facilities of FRANCHISEE interfere with the construction, operation, maintenance, repair or removal of such public works or public improvements, within ninety (90) days after written notice by the CITY (or such other period of time set forth in Section 4(b) or as may be agreed upon in writing by the CITY and FRANCHISEE), FRANCHISEE shall, at its own expense protect, alter, remove or relocate facilities, as directed by the City Manager or City Engineer. If FRANCHISEE fails to so protect, alter, remove, or relocate equipment within such period, the CITY may break through, remove, alter, or relocate the facilities of FRANCHISEE without any liability to CITY, and FRANCHISEE shall pay to the CITY the costs incurred in connection with such breaking through, removal, alteration, or relocation. FRANCHISEE shall also reimburse the CITY for or bear any additional cost actually incurred by the CITY as a result of FRANCHISEE's failure to comply with the CITY'S request to protect, alter or remove equipment under this Agreement. The CITY may collect such costs, and any reasonable expenses and attorney fees incurred in collecting such costs, as debts owed to the CITY, by bringing action in any court of competent jurisdiction or exercising the CITY'S rights to draw on bonds or in any other lawful manner, individually or in combination.

(d) Emergency Response. The CITY retains the right and privilege to cut or move any telecommunications facilities located within the public ways or other areas of the City as the CITY may determine to be necessary, appropriate, or useful in response to any life-threatening emergency. The CITY will endeavor to provide prior notice to FRANCHISEE of such emergencies which may impact its telecommunications facilities. If CITY is unable to provide prior notice of the life-threatening emergency as described above, CITY shall be required to notify FRANCHISEE within twenty-four (24) hours of the occurrence of such emergency.

(e) Right to Designate Location of Telecommunication Facilities. The CITY shall

have the right to specifically designate the location of the facilities of FRANCHISEE with reference to sewer and water mains, drainage facilities, fiber optic cable, signal poles and lines and similar services, other facilities, such as public telephone utilities, public electric utilities, cable television facilities, and railway, communication, and power lines, in such a manner as to protect the public safety and public and private property. Failure by the CITY to designate the location of FRANCHISEE's facilities shall not relieve FRANCHISEE of its responsibilities in matters of public safety, as provided in this AGREEMENT.

(f) Relocation of Telecommunications Facilities. Except in the cases of emergencies, FRANCHISEE shall not move, alter, change, or extend any of its telecommunications system in any public street or public right-of-way unless prior written notice of its intention to do so is given to the City Manager and permission in writing to do so is granted, or such requirement is waived, by the City Manager. The City Manager shall either approve or deny FRANCHISEE's request to relocate its facilities within fifteen (15) days of receipt of FRANCHISEE's request. Such permission shall not be unreasonably withheld by the City Manager and shall be conditioned upon compliance with the terms and conditions of this Agreement, with such other terms and conditions as will preserve, protect and promote the safety of the public using the public ways, and as will prevent undue interference with or obstruction of the use of the public ways by the public, the City or by any other public utility, public service corporation or cable operator for their respective purposes and functions. Such work by FRANCHISEE shall also be coordinated with the CITY'S annual paving program through the Office of the City Engineer.

(g) Extent and Duration of Excavation, Disturbance or Obstruction. FRANCHISEE shall not open, disturb or obstruct, at any time, any more of the public streets or public rights-of-way than is reasonably necessary to enable it to proceed in laying or repairing its telecommunications system. FRANCHISEE shall not permit any public street or public right-of-way so opened, disturbed, or obstructed by it to remain open, disturbed, or obstructed for a longer period of time than shall be reasonably necessary. In all cases where any public street or public right-of-way is excavated, disturbed, or obstructed by FRANCHISEE, FRANCHISEE shall take all precautions necessary or proper for the protection of the public and shall maintain adequate warning signs, barricades, signals, and other devices necessary or proper to adequately give notice, protection, and warning to, the public of the existence of all actual conditions present. All traffic control measures shall comply with SCDOT standards regardless of street ownership. FRANCHISEE shall place the following along the proposed construction route: (1) large folding signs informing the community that construction is about to begin, (2) door hangers in specific areas of higher impact in FRANCHISEE's sole discretion two to three weeks before starting construction, and (3) small yard signs one to two weeks prior to passing houses and businesses. FRANCHISEE shall also send the CITY and County a list each morning that provides locations at which FRANCHISEE's contractors will be working that day. FRANCHISEE shall make adjustments in schedule to have minimum impact upon business operations, which may include work conducted after business hours. FRANCHISEE shall take pre-construction and post-construction photographs and videos along the construction route and submit to the CITY. Post-construction photographs and videos shall be submitted

to the CITY after restoration of the construction route along with as-built drawings.

(h) Restoration of Property. After the installation, removal, relocation, construction, or maintenance of the Fiber Optic or Other Cable and Related Facilities is completed, FRANCHISEE shall, at its own cost, repair and return the public streets, public rights-of-way, and any damaged property, to a minimum of the same or similar condition existing before such installation, removal, relocation, construction, or maintenance, in a manner that meets all SCDOT standards, and as may be reasonably specified by the CITY and to the reasonable satisfaction of the CITY. FRANCHISEE shall be responsible for damage to City street pavements, existing utilities, curbs, gutters, and sidewalks due to FRANCHISEE's installation, construction, maintenance, repair, or removal of its telecommunications facilities in the public streets, public rights-of-way, and shall repair, replace, and restore in kind, the said damaged property at its sole expense. Upon failure of FRANCHISEE to repair, replace and restore said damaged property, in a manner as may be reasonably specified by the CITY and to the reasonable satisfaction of the CITY, after thirty (30) days' notice in writing shall have been given by the CITY, the CITY may cause such necessary repairs to be made and may collect the costs incurred from FRANCHISEE, including but not limited to, exercising the CITY'S rights to draw on bonds. The CITY may collect such costs, and any expenses and attorney fees incurred in collecting such costs, as debts owed to the CITY, by bringing an action in any court of competent jurisdiction or in any manner allowed by law.

Promptly after installation, repair or extension of the telecommunications system or any portion thereof or any pavement cut by FRANCHISEE in any public way of the City, the incidental trenches or excavations shall be refilled by FRANCHISEE in a manner acceptable to the City Manager. Pavement, sidewalks, curbs, gutters or any other portions of public ways damaged, disturbed or destroyed by such work shall be promptly restored and replaced with like materials to their former condition by FRANCHISEE at its own expense; however, where it is necessary, and if authorized by the CITY, in order to achieve the former conditions, FRANCHISEE shall use materials whose type, specification and quantities exceed or are different from those used in the installation, then FRANCHISEE at its own expense shall provide such different materials. Involving street cuts, FRANCHISEE shall remove excavated soil from the site and backfill the trench with flowable fill. Where a cut or disturbance is made in a section of sidewalk or paving, rather than replacing only the area actually cut, FRANCHISEE shall replace the full width of the existing sidewalk or appropriate sections of paving as determined by the City Engineer and the full length of the section or sections cut, a section being defined as that area marked by expansion joints or scoring or as determined by the City Engineer. FRANCHISEE shall protect poured concrete from weather, cracking, and public vandalism until the concrete has hardened. FRANCHISEE shall maintain, repair, and keep in good condition for a period of one (1) year following such disturbance all portions of public ways disturbed by FRANCHISEE, provided such maintenance and repair shall be necessary because of defective workmanship or materials supplied by FRANCHISEE.

All trees, landscaping and grounds removed, damaged, or disturbed as a result of the construction, installation maintenance, repair or replacement of telecommunications facilities

shall be replaced or restored, as nearly as may be practicable, to the condition existing prior to performance of work. All restoration work within the public ways or other areas shall be done in accordance with landscape plans approved by the CITY. FRANCHISEE shall be responsible for the protection of all Sprinkler Systems within the construction zone and shall take whatever actions necessary to assure system works as good or better after construction. If sod was removed during construction, FRANCHISEE shall replace the damaged area with sod. Seeding in such areas will only be considered temporary. In areas of sparse grass, seeding of the same type of grass is acceptable. Seeded areas must be protected from erosion and seed shall be properly covered. No bore holes shall be made within the drip line of any tree larger than 12" in diameter without written permission from the tree's owner or the CITY.

(i) Emergency Repair. In the event of an unexpected repair or emergency, FRANCHISEE shall commence such repair and emergency response work as required under the circumstances, provided FRANCHISEE shall notify the CITY as promptly as possible, before such repair or emergency work is started or as soon thereafter as possible if advance notice is not practicable. Such notice shall include the subcontractor's business name along with the name of the crew leader who shall be available and responsive to telephone calls from the CITY at any and all hours of the day or night, and a telephone number for this crew leader.

(j) Proper Maintenance. FRANCHISEE shall maintain its facilities in good and safe condition and in a manner that complies with all applicable federal, state and local requirements, laws, ordinances, and regulations.

(k) Standard of Care. FRANCHISEE shall at all times employ a high standard of care and shall install and maintain and use approved methods and devices for preventing failure or accidents which are likely to cause damages, injuries, or nuisances to the public.

(l) Permits. FRANCHISEE and its subcontractors shall obtain all required permits from the CITY and any other governmental entity having jurisdiction prior to commencing work of any nature and shall comply with all terms and conditions of any such permit. FRANCHISEE shall furnish detailed plans of the work along with the name of the FRANCHISEE'S project manager who shall be available and responsive to telephone calls from the CITY at any and all hours of the day or night, and a telephone number for this project manager, and other required information. FRANCHISEE shall comply with all applicable ordinances and permitting requirements.

A single permit may be issued for multiple excavations to be made in public streets and rights-of-way. Exceptions to the requirement for a written permit may be allowed in cases of emergencies involving public safety or restoration of service. In the case of emergency excavations made in a public street or public right-of-way without a permit, FRANCHISEE shall make a report of each such excavation to the CITY within two (2) working days. Any permit application and inspection related to repair of excavations shall be promptly acted upon by the CITY so as not to unreasonably delay FRANCHISEE in efficiently discharging its

public service obligation and in any event shall be granted or denied within thirty (30) days from submission and, if denied, accompanied by a written explanation of the reasons the permit was denied and the actions required to cure the denial.

(m) Prompt Restoration or Removal; Remedy. FRANCHISEE shall promptly remove or correct any obstruction, damage, or defect in any public street or public right-of-way caused by FRANCHISEE in the installation, operation, maintenance, or extension of FRANCHISEE'S telecommunications system. Any such obstruction, damage, or defect which is not promptly removed, repaired, or corrected by FRANCHISEE after thirty (30) days' notice to do so, given by the CITY to FRANCHISEE, may be removed or corrected by the CITY, and the cost thereof shall be charged against FRANCHISEE and payable on demand. Any expense, cost, or damages incurred for repair, relocation, or replacement to City water, sanitary sewer, storm sewer, storm drainage, telecommunication facilities or other property resulting from construction or maintenance of FRANCHISEE telecommunications system shall be borne by FRANCHISEE and any and all expense and cost incurred in connection therewith by the City shall be fully reimbursed by FRANCHISEE to the CITY.

If weather or other conditions do not permit the complete restoration required by this Section, FRANCHISEE shall temporarily restore the affected property. Such temporary restoration shall be at FRANCHISEE's sole expense and FRANCHISEE shall only be required to make reasonable, temporary restorations based on the conditions. FRANCHISEE shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

FRANCHISEE or other person acting on its behalf shall use suitable barricades, flags, flaggers, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of such work in or affecting such ways or property and shall comply with all federal, state, and local laws and regulations, including, but not limited to, the flagging requirements of the SCDOT.

(n) No Liability; Exception. Except in the case of the CITY'S negligence or intentional or willful misconduct, the CITY, its officers, agents, or employees shall not be liable to FRANCHISEE for any damage to or loss of any of FRANCHISEE's telecommunications services or telecommunications facilities within the public ways or any other areas of the City as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work or activity or lack of any activity of any kind by or on behalf of the CITY. Nothing in this subsection shall be construed as any waiver of any protections and limitations of liability that the CITY enjoys under the South Carolina Tort Claims Act, S.C. Code Ann. § 15-78-10 *et seq*.

(o) Coordination of Construction Activities. FRANCHISEE shall cooperate with the CITY in coordinating its construction activities as follows:

(i) FRANCHISEE shall provide the CITY with a schedule of its proposed

construction activities prior to commencing any expansion of its backbone system;

(ii) Upon request, FRANCHISEE shall meet with the CITY and other users of the public ways to coordinate construction in the public ways; and

(iii) All construction locations, activities and schedules shall be coordinated, as directed by the City Engineer, to minimize public inconvenience, disruption, or damages. FRANCHISEE shall submit a written construction schedule to the City Engineer at least ten (10) working days before commencing any work in or about the public streets or public rights-of-way, along with the name and telephone number of the FRANCHISEE'S project manager and of the crew leader of FRANCHISEE'S subcontractor. If there are any businesses along the construction route, FRANCHISEE shall meet with any business along the construction route, where equipment or construction has the ability to impede or alter traffic flow in or near the business. FRANCHISEE shall further notify the City Engineer not less than five (5) working days in advance of such excavation or work and shall comply with the provisions of the South Carolina Underground Facility Damage Prevention Act, South Carolina Title 58, Chapter 36.

SECTION 5. MINIMUM INTERNET SPEED SERVICE PRODUCT OFFERING.

FRANCHISEE shall offer, at a minimum, one internet service product of one (1) gigabit per second (Gbps) symmetrical upload and download speeds to each location passed. Franchisee may also offer other speed tiers of broadband services.

SECTION 6. MAPPING.

(a) Drawings and Maps. FRANCHISEE shall maintain an accurate map of its telecommunications facilities in the City. FRANCHISEE shall provide the CITY with "as built" drawings and an accurate map or maps showing the location of its facilities, including pole lines and Conduit lines and any other facilities requested by the City, to include a digitized map(s) in both printed and electronic form. FRANCHISEE'S "as-built" drawings and maps shall show the depths of Conduits with distances shown from permanent structures every 200 feet. All boxes shall be located by measurements from permanent structures. FRANCHISEE shall, upon request, provide updated maps annually of telecommunications facilities in the City.

(b) Procedure and Format. As for new installations, after the effective date of this franchise, FRANCHISEE shall submit the proposed mapping of its plans for new construction to the CITY prior to any construction. As-built drawings of any new construction of facilities shall be furnished to the CITY within sixty (60) days of completion of such construction. All as-built maps and drawings shall be drawn to scale and reference to a physical City benchmark to the extent the physical benchmark is in reasonable proximity to FRANCHISEE new installation. All mapping shall be provided in a format compatible to the City's present and future mapping systems. Alternatively, FRANCHISEE will pay for the cost of making the mapping compatible.

(c) Certain Locations Excluded. Prior to its installation of any Telecommunications facilities in the public streets or public rights-of-way and after FRANCHISEE provides the CITY with its proposed plans for the Telecommunications facilities, the CITY may in its reasonable discretion designate certain locations to be excluded from use by FRANCHISEE for its Telecommunications facilities, including, but not limited to, ornamental or similar specially designed streets lights or other facilities or locations which, in the reasonable judgment of the City Engineer, do not have electrical service adequate for or appropriate for FRANCHISEE's facilities or cannot safely bear the weight or wind loading thereof, or any other facility or location that in the reasonable judgment of the City Engineer is incompatible with the proposed Telecommunications facilities or would be rendered unsafe or unstable by the installation. The City Engineer may further exclude certain other facilities that have been designated or planned for other use or are not otherwise proprietary, legal, or other limitations or restrictions as may be reasonably determined by the City. In the event such exclusions conflict with reasonable requirements of FRANCHISEE, the CITY will cooperate in good faith with FRANCHISEE to attempt to find suitable alternatives, if available, provided that the CITY shall not be required to incur financial costs nor require the CITY to acquire new locations for FRANCHISEE. FRANCHISEE shall, prior to any excavation or installation within the public streets or public rights-of-way, provide sufficient notification and joint installation opportunity on a shared cost basis to potential users of the public streets or public rights-of-way as may be provided for by a separate City policy. Such notification and adopted policies shall be designed to maximize co-location of providers to minimize the disturbance to the public streets or public rights-of-way and maximize its useable capacity.

SECTION 7. INSURANCE REQUIREMENTS.

At all times during the term of this AGREEMENT and any renewal period, FRANCHISEE shall, at its expense, maintain the following insurance policies. Any required insurance shall be in a form and with an insurance company authorized to do business in South Carolina and have a rating of no less than A^- VII by A.M. Best Co.

(a) Commercial General Liability. Commercial General Liability insurance coverage on an occurrence basis insuring against all claims, loss, cost, damage, expense, or liability from loss of life or damage or injury to persons or property arising out of any of the work or activity under or by virtue of this Agreement. The minimum limit of liability for such coverage shall be Two Million Dollars ($2,000,000) combined single limit for any one occurrence. However, the parties acknowledge that FRANCHISEE may meet the policy limit in this section by combination of FRANCHISEE's General Commercial Liability Policy and FRANCHISEE's Umbrella or Excess Liability Policy.

(b) Contractual Liability. Broad form Contractual Liability insurance, including the indemnification obligations of FRANCHISEE set forth in this Agreement.

(c) Workers' Compensation. Workers' Compensation insurance covering FRANCHISEE's statutory obligation under the laws of South Carolina and Employer's Liability

insurance for all its employees engaged in work under this Agreement.

(d) Automobile Liability. Automobile Liability insurance having minimum limits of liability of One Million Dollars ($1,000,000) combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this Agreement.

(e) Pollution Liability Insurance. FRANCHISEE shall maintain during the life of this Agreement Pollution Liability Insurance in the amount of One Million Dollars ($1,000,000) for each occurrence. Coverage shall be provided for bodily injury and property damage resulting from pollutants which are discharged suddenly and accidentally. Such insurance shall also provide coverage for cleanup costs.

(f) Umbrella Coverage. The insurance coverages and amounts set forth in this Section may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of Five Million Dollars ($5,000,000).

(g) Certificates of Insurance. Prior to commencing construction pursuant to this Agreement or within ten (10) days after the granting of the franchise contemplated by this Agreement, whichever is sooner, FRANCHISEE shall provide the CITY with a memorandum certificate or certificates of insurance, showing the type, amount, effective dates, and date of expiration of the policies, and thereafter prior to the expiration of any such policy or change in the amount or conditions, of coverage. Such certificate or certificates and evidence of insurance shall include the CITY, its officers, agents, and employees as additional insureds. FRANCHISEE shall obtain a written obligation on the part of each insurance company to notify FRANCHISEE at least thirty (30) days before cancellation or a material change of any such insurance. Upon receipt of such notice from FRANCHISEE's insurance company, FRANCHISEE will immediately notify the CITY of any of the required coverages that are not replaced.

SECTION 8. SURETY.

(a) Irrevocable Bond. Within ten (10) days after the Effective Date of this AGREEMENT, and prior to the commencement of any construction by FRANCHISEE, FRANCHISEE shall furnish and file with the CITY an irrevocable bond, in a form and by a surety authorized to do business in South Carolina, in the amount of Seventy-Five Thousand Dollars ($75,000) securing its faithful performance of the terms and conditions of this AGREEMENT. FRANCHISEE shall maintain such bond for the duration of this AGREEMENT, unless otherwise agreed to in writing by the CITY. Failure to maintain the bond shall be deemed a material default by FRANCHISEE of this AGREEMENT.

The bond shall guarantee FRANCHISEE's faithful performance of the terms and conditions of this AGREEMENT, including, but not limited to: (1) the timely completion of construction; (2) compliance with applicable plans, permits, technical codes and standards; (3) proper location of the facilities as specified by the City; (4) restoration of the public ways and other property affected by the construction as required by this AGREEMENT; (5) the submission of

"as-built" drawings after completion of the work as required by this Agreement; (6) timely payment and satisfaction of all claims, demands or liens for labor, material or services provided in connection with the work; and (7) the payment by FRANCHISEE of all lawful liens, taxes, damages, claims, costs or expenses which the CITY has been compelled to pay or has incurred by reason of any act or default of FRANCHISEE under this AGREEMENT and all other payments due the CITY from FRANCHISEE pursuant to this AGREEMENT.

(b) Demand Upon Bond. Whenever the CITY determines that FRANCHISEE has violated one (1) or more terms, conditions, or provisions of this Agreement for which relief is available against the bond, a written notice shall be given to FRANCHISEE. The written notice shall describe in reasonable detail the violation so as to afford FRANCHISEE an opportunity to remedy the violation. FRANCHISEE shall have thirty (30) days subsequent to receipt of the notice in which to correct the violation before the CITY may make demand upon the bond. Failure to maintain the bond shall be a martial default under this Agreement.

(c) Nonexclusive Remedy. Such bond shall be in addition to any performance, defect bond, or other surety required by the CITY in connection with the issuance of any construction or any successor ordinance.

SECTION 9. INDEMNIFICATION; LIMITATION OF LIABILITY.

FRANCHISEE agrees to indemnify, defend and hold harmless the CITY, its officers, employees and agents from and against all third-party claims, demands, losses, damages, liabilities, fines, and penalties, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense (collectively, the losses), arising out of any breach by FRANCHISEE of the terms and conditions of this Agreement. In addition, FRANCHISEE shall indemnify, defend and hold harmless the CITY, its officers, agents, and employees, from any and all third-party demands for fees, claims, suits, actions, causes of action, or judgments arising out of FRANCHISEE'S use of the CITY'S public rights-of-way and public places, including but not limited to, all tort and premises liability claims.

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT.

SECTION 10. HAZARDOUS SUBSTANCES.

In its performance of this AGREEMENT, FRANCHISEE shall not transport, dispose of, or release any hazardous substance, material, or waste, except as necessary in performance of its work under this AGREEMENT, and in any event FRANCHISEE shall comply with all federal, state, and local laws, rules, regulations, and ordinances controlling air, water, noise, solid wastes, and other pollution, and relating to the storage, transport, release, or disposal of hazardous material, substances, or waste. FRANCHISEE shall indemnify and hold the CITY, its officers, agents, employees, and volunteers harmless from all costs, claims, damages, causes of action, liabilities,

fines, or penalties, including reasonable attorney's fees, resulting from FRANCHISEE's violation of this section and agrees to reimburse CITY for all costs and expenses incurred by the CITY in eliminating or remedying such violations. FRANCHISEE also agrees to reimburse the CITY and hold the CITY, its officers, agents, employees, and volunteers harmless from any and all costs, expenses, attorney's fees and all penalties or civil judgments obtained against any of them as a result of FRANCHISEE's use or release of any hazardous substance or waste onto the ground, or into the water or air from, near or upon the CITY'S premises. For purposes of this Section, the following definitions shall apply:

"Hazardous Substances" means asbestos and any and all pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials and hazardous substances as referenced or defined in, or pursuant to, any federal, state, local or other applicable environmental law, statute, ordinance, rule, order, regulation or standard in effect on the date hereof including, without limitation, the Resource Conservation and Recovery Act (42 U.S.C § 6901, *et seq.),* as amended, the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136, *et seq.),* as amended, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, *et seq.),* as amended, and the Toxic Substances Control Act (15 U.S.C. § 2601, *et seq.),* as amended.

As used in this Section, "release" includes the placing, releasing, depositing, spilling, leaking, pumping, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping of any substance.

SECTION 11. PUBLIC BENEFITS.

(a) Public WiFi Service. FRANCHISEE, upon CITY'S request, shall offer free, high speed, state-of-the-art, fiber-fed WiFi service in those City parks and recreation centers as mutually agreed between FRANCHISEE and CITY, in any. Such service shall be accessible to City residents and visitors, subject to FRANCHISEE'S terms of service and acceptable use policy (which shall be subject to City review). FRANCHISEE shall provide CITY with an updated copy of FRANCHISEE'S terms of service and acceptable use policy whenever there are changes. WiFi service will be installed and available no later than six (6) months after request and after the Telecommunications Facilities pass the mutually agreed park or community center and will continue throughout the term of this AGREEMENT.

(b) Areas in Need. FRANCHISEE shall use its best efforts to build out its Telecommunications Facilities to areas that may be mutually agreed upon by the FRANCHISEE and CITY that are identified by the South Carolina State Broadband Office as areas with unserved housing units within the corporate limits of the CITY, if any.

(c) Public Benefits Program Not Franchise Fees. FRANCHISEE agrees that the requirements of this Section shall in no way modify or otherwise affect FRANCHISEE'S obligations to pay a franchise fee or any other fees or taxes owed to CITY.

SECTION 12. GENERAL PROVISIONS.

(a) Authority. FRANCHISEE warrants and represents that it has obtained all necessary and appropriate authority and approval from all applicable federal and state agencies or authorities to provide all telecommunications facilities and services it intends to provide within the City, and upon request by the CITY will provide evidence of such authority.

(b) Other Remedies. Nothing in this AGREEMENT shall be construed as waiving or limiting any rights or remedies that the CITY or FRANCHISEE may have, at law or in equity, for enforcement of this AGREEMENT.

(c) Severability. If any section, subsection, sentence, clause, phrase, or other portion of this AGREEMENT, or its application to any person, is, for any reason, declared invalid, in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof.

(d) Non-Enforcement. Neither party shall be excused from complying with any of the provisions of this Agreement by any failure of the other party, upon any one or more occasions, to insist upon strict performance of this Agreement or to seek the other party's compliance with any one or more of such terms or conditions of this Agreement.

(e) Conflicts of law. If there is a conflict between the provisions of this AGREEMENT and any law, whether federal, state, or City, including all future laws and ordinances, the law and conflicting AGREEMENT provision will, to the extent reasonably possible, be construed so as to be consistent with each other and if such construction is not reasonably possible, the conflicting provision of this AGREEMENT shall be deemed superseded by such law and have no effect, notwithstanding the contract clause of the United States Constitution.

(f) Controlling law and venue. By virtue of entering into this AGREEMENT, FRANCHISEE agrees and submits itself to a court of competent jurisdiction in the Fifth Judicial Circuit, Court of Common Pleas in the State of South Carolina, or in the United States District Court for the District of South Carolina, and further agrees that this AGREEMENT is controlled by the laws of South Carolina or any applicable federal laws and that all claims, disputes and other matters shall be decided only by such court according to the laws of South Carolina or any applicable federal laws or by any regulatory body with jurisdiction, including the Federal Communications Commission.

(g) Captions. The section and subsection captions and headings in this AGREEMENT are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(h) Confidentiality. The Parties agree that proprietary, trade secret and/or confidential information ("Confidential Information") is defined as: information in written, electronic or other tangible form that is: 1) clearly marked or labeled by FRANCHISEE to be "Proprietary" or "Confidential" or words of similar import; and 2) meets the definition of "trade secret" within S.C. Code Ann. § 30-4-40(a)(1). The

labeling of any document as "Proprietary" or "Confidential" or similar wordage is the sole responsibility of the FRANCHISEE. Unless required by law, Confidential Information submitted to the City by FRANCHISEE will not be disclosed, directly or indirectly, under any circumstances or by any means, to any third party. It is understood and agreed that this AGREEMENT is a public record as defined in S.C. Code Ann. § 30-4-20(c) and not a trade secret.

Information shall not constitute Confidential Information if it: (i) is or becomes publicly available through no fault or breach of this Agreement by either of the parties; (ii) was in the CITY's possession or was known to the CITY, without an obligation to keep it confidential, before such information was disclosed to the CITY by FRANCHISEE; (iii) is lawfully obtained from third parties without breaching any provision of any non-disclosure agreement; (iv) is previously known or developed by the CITY independently of the FRANCHISEE; or (v) must be disclosed pursuant to or as required by law, provided that the City provide adequate notice to FRANCHISEE prior to disclosure in order to enable FRANCHISEE the opportunity to seek a hearing or other relief.

(i) Equal Opportunity Employer. During the performance of this AGREEMENT, FRANCHISEE agrees that it will not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, handicap, or national origin. FRANCHISEE agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. FRANCHISEE, in all solicitations or advertisements for employees placed by or on behalf of FRANCHISEE, will state that FRANCHISEE is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements herein.

(j) Notices. Notices given pursuant to this AGREEMENT shall be in writing and addressed as follows:

To the City: City Manager
1737 Main Street
Columbia, South Carolina29201

With a Copy to: City Attorney
Post Office Box 667
Columbia, South Carolina 29202

To FRANCHISEE: PBT Communications, Inc., d/b/a Comporium
Attn: Frank Marshall and Jake Roberts
330 East Black Street
Rock Hill, SC 29730

With a Copy to: General Counsel
legal@comporium.com

Either party may change the address at which it will receive notices by providing written notice of the change to the other party.

IN WITNESS WHEREOF, the parties have duly executed this AGREEMENT.

PBT COMMUNICATIONS, INC., d/b/a COMPORIUM
A South Carolina corporation

By: _____

Name:_____

Title:_____

State of _____
City/County of _____,

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, on behalf of PBT COMMUNICATIONS, INC., d/b/a COMPORIUM, a South Carolina corporation.

_____
Notary Public

My commission expires: _____
My registration number: _____

CITY OF COLUMBIA
a South Carolina municipal corporation

_____
Teresa B. Wilson
City Manager, City of Columbia

APPROVED AS TO FORM
Legal Department City of Columbia, SC
08/28/2026

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Teresa B. Wilson on behalf of the City of Columbia.

_____
Notary Public
Notary Public for the State of South Carolina
My commission expires: _____

Approved as to Legal Form:

_____
City Attorney

Meeting Date:	**September 1, 2026**
Department:	**Legal**
From:	**Clint Shealy, Assistant City Manager**

Resolution No.: R-2026-058 - Authorizing Release and Abandonment of a Portion of the City's Existing 15' Water Easement along Richland County TMS#14400-01-01A for the new South Carolina Department of Behavioral Health and Developmental Disabilities Treatment Facility near Beckman Road and Faison Drive; CF#13-E-84 & CF#DPI-2024-04-0027

Background Summary:

Attachments:

1. R-2026-058 - release of water easement__Psychiatric Residential Treatment Facility

RESOLUTION NO.: R-2026-058

Authorizing Release and Abandonment of a Portion of the City's Existing 15' Water Easement along Richland County TMS#14400-01-01A for the SC Department of Behavioral Health and Development's Psychiatric Residential Treatment Facility near Beckman Road and Faison Drive; CF#13-E-84 & CF#DPI-2024-04-0027

WHEREAS, on August 5, 1977, the South Carolina Department of Mental Health (n/k/a South Carolina Department of Behavioral Health and Development) executed a deed to water lines for the South Carolina Department of Mental Health Alcohol and Drug Addiction Center and Village A to the City of Columbia; said deed to water lines was recorded on August 5, 1977 in the office of the Register of Deeds for Richland County in Deed Book D-432 at page 111 as shown on drawings on file in the office of the Department of Engineering under CF#13-E-84; and

WHEREAS, a new 10" water main was constructed to replace the portion of the existing water main that has been relocated for construction of the new Psychiatric Residential Treatment Facility. The new water main and easement were conveyed to the City of Columbia in the deed to water lines, dated March 9, 2026 and recorded on April 20, 2026 in the office of the Register of Deeds for Richland County in Record Book R3119 at page 1004 as shown on drawings on file in the office of the Department of Engineering under CF# DPI-2024-04-0027; and

WHEREAS, a request has been received to release and abandon that portion of the water main and easement that are no longer necessary and to eliminate encroachments along the subject property. The Engineering Department recommends approval; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this _____ day of _____, 2026, for and in consideration of the sum of One ($1.00) Dollar, each to the other paid, and the conveyance of a new water main and easement, the receipt of which are hereby acknowledged, the City Manager is hereby authorized to execute a release and abandonment instrument from the City of Columbia that remises, releases and forever quitclaims unto State of South Carolina and South Carolina Department of Behavioral Health and Development, their successors and assigns, that portion of the City of Columbia's existing water main and 15' water easement along the subject property as shown on the drawing attached hereto and made a part hereof as Exhibit "A". Said drawing also being on file in the office of the Department of Engineering under CF# DPI-2024-04-0027.

LEGAL DEPARTMENT DRAFT

Requested by:

Clint Shealy, Assistant City Manager

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

Introduced:
Final Reading:

Mayor

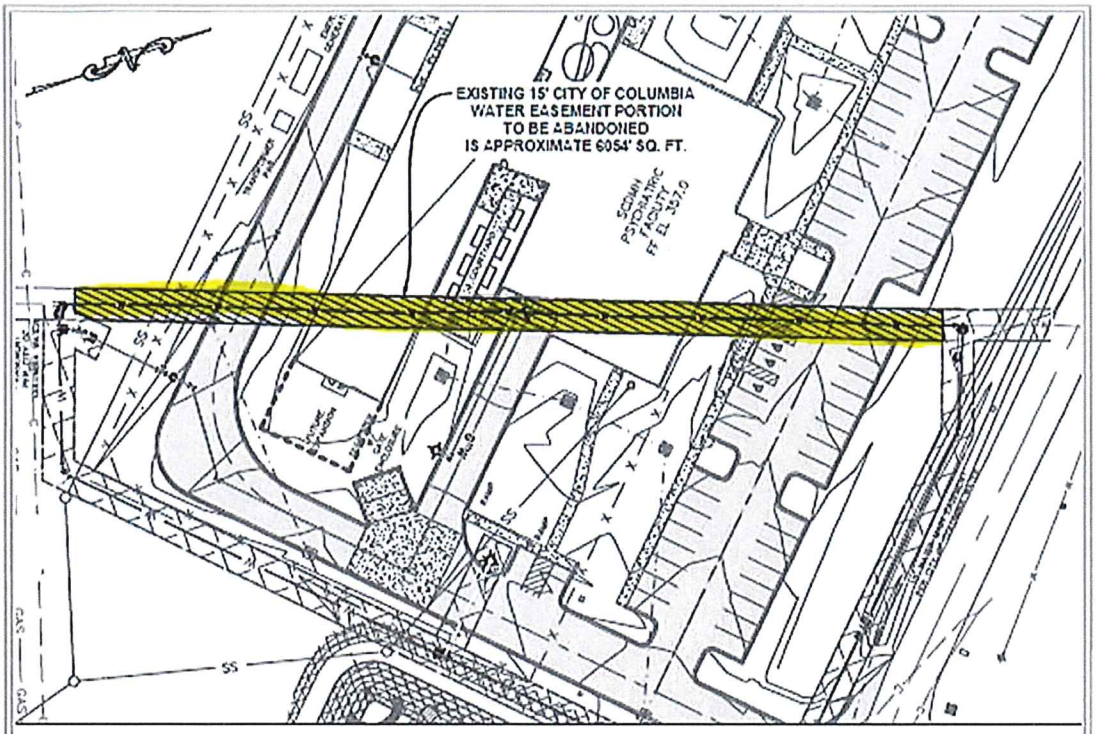
ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

Exhibit "A"
CF# DPI-2024-04-0027 – Psychiatric Residential Treatment Facility

LEGAL DEPARTMENT DRAFT



CITY OF COLUMBIA
DEPARTMENT OF ENGINEERING

COLUMBIA, SOUTH CAROLINA
RELEASE AND ABANDONMENT OF EXISTING
CITY WATER EASEMENT FOR
SOUTH CAROLINA DEPARTMENT OF
MENTAL HEALTH
RICHLAND COUNTY, SOUTH CAROLINA

CITY FILE NO.: DPI-2024-04-0027

GENERAL NOTES:

1. COORDINATES SHOWN HEREON ARE STATE GRID NORTH DERIVED FROM SCVRS, NAD83 (2011).
2. VERTICAL DATUM WAS OBTAINED BY THE SOUTH CAROLINA VRS RTN NETWORK, NAVD88.
3. TEN STATE STANDARDS MAINTAINED BETWEEN WATER, SEWER, AND STORM DRAINAGE.
4. THERE IS AN 15' WATER EASEMENT OVER THE WATER MAIN. ALSO, THERE IS A 10' WATER EASEMENT FROM THE MAIN LINE TO A POINT 5' BEYOND THE METER VAULT AND FIRE HYDRANT(S); 12305 SF; 0.28 ACRES.
5. TAX MAP #14400-01-01A

EXISTING ABANDONMENT EASEMENT
PROPERTY OWNED BY
SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH
TMS #14400-01-01A
CITY OF COLUMBIA,
RICHLAND COUNTY, SOUTH CAROLINA
PREPARED FOR
SOUTH CAROLINA DEPARTMENT OF
MENTAL HEALTH

30 15 0 30 60
GRAPHIC SCALE
1" = 30'

SCALE: 1" = 30'
CITY FILE NO.: DPI-2024-04-0027
DATE: 9-17-25

REVISION			
DWG		BY SS	CHK TC QC
BCG PROJECT NO	TASK	SURVEY DATE 8-21-24	SHEET 1 OF 1

Bowman

Bowman Consulting Group Ltd
800 Mount Park Drive, Suite 400
Charleston, SC 29492
Phone (843) 554-0999
www.bowman.com

Meeting Date:	**September 1, 2026**
Department:	**Legal**
From:	**Clint Shealy, Assistant City Manager**

Resolution No: R-2026-061 – Authorizing and approving the acceptance of certain loan assistance monies from the South Carolina Water Quality Revolving Fund Authority; authorizing the city manager to execute that certain loan assistance agreement between the City of Columbia and the South Carolina Water Quality Revolving Fund Authority, and other matters relating thereto, for the project named "Evaluation of Advanced Technologies for PFAS Removal."

Background Summary:

Attachments:

1. R-2026-061 - SRF All Principal Forgiveness for Evaluation of Advanced Technologies for PFAS Removal
2. 2026-061 - Loan Assistance Agreement Package
3. WM4746 - PFAS - Preliminary Professional Services Phase II Council Memo - LAA and Council Resolution

RESOLUTION NO.: R-2026-061

AUTHORIZING AND APPROVING THE ACCEPTANCE OF CERTAIN LOAN ASSISTANCE MONIES FROM THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY; AUTHORIZING THE CITY MANAGER TO EXECUTE THAT CERTAIN LOAN ASSISTANCE AGREEMENT BETWEEN THE CITY OF COLUMBIA AND THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY; AND OTHER MATTERS RELATING THERETO, FOR THE PROJECT NAMED "EVALUATION OF ADVANCED TECHNOLOGIES FOR PFAS REMOVAL."

LEGAL DEPARTMENT DRAFT

WHEREAS, the City of Columbia (the "Project Sponsor") is a municipal corporation duly created and existing under the laws of the State of South Carolina;

WHEREAS, the Project Sponsor is authorized and empowered by the provisions of Title 48, Chapter 5 of the Code of Laws of South Carolina, 1976, as amended, to receive financial assistance from the South Carolina Water Quality Revolving Fund Authority (the "Authority");

WHEREAS, on November 15, 2021, the President signed Public Law No. 117-58, the Infrastructure Investment and Jobs Act (the "IIJA") also known as the Bipartisan Infrastructure Law, which provided appropriations to address emerging contaminants in drinking water with a focus on perfluoroalkyl and polyfluoroalkyl substances through the emerging contaminant capitalization grants under section 1452(t) of the Federal Act and under which this project is committed;

WHEREAS, funds provided under this section of the IIJA requires the Fund to provide 100 percent additional subsidization (assistance which will not accrue interest and the principal of which will be forgiven) for drinking water projects that address emerging contaminants;

WHEREAS, the funds appropriated under the IIJA are deposited into the South Carolina Drinking Water Revolving Loan Fund (the "Fund");

WHEREAS, the Project Sponsor previously applied to the South Carolina Department of Environmental Services ("DES") for certain loan assistance monies to be made available to the Project Sponsor by the Authority in the form of a subsidization;

WHEREAS, the Project Sponsor was selected by DES to receive the Loan Assistance contingent upon compliance by the Project Sponsor with all terms, conditions and requirements set forth in the Loan Assistance Agreement, the form of which is attached hereto as Exhibit A (the "Loan Assistance Agreement"); and

WHEREAS, based on approvals issued by DES, the proceeds of the Loan Assistance are to be used by the Project Sponsor for the Evaluation of Advanced Technologies for PFAS Removal (the "Project").

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City of Columbia Council (the "Council"), in a meeting duly assembled this ____ day of _____, 2026:

Section 1. Acceptance of the Loan Assistance; Acknowledgment of Terms of Loan Assistance Agreement.

The Loan Assistance, under the terms, conditions and requirements set forth in the Loan Assistance Agreement, is hereby accepted. The Project Sponsor acknowledges that the receipt of proceeds of the Loan Assistance pursuant to the Loan Assistance Agreement requires the Project Sponsor to comply with

all of the terms of the Loan Assistance Agreement, including requiring strict compliance with all state and federal mandates set forth therein by any contractors performing work on the Project who are subject to those mandates. The Project Sponsor further acknowledges that the forgiveness of the principal amount of the Loan Assistance by the Authority is conditional upon the Project Sponsor's complete and satisfactory compliance with the terms of the Loan Assistance Agreement, and that any failure to comply strictly with such terms could result in a requirement that the Project Sponsor repay to the Authority all or a portion of the Loan Assistance. The Project Sponsor has fully reviewed each and every term of the Loan Assistance Agreement.

Section 2. Approvals, Appropriations and Expenditures.

The Project Sponsor certifies that it has taken, or will take, all actions necessary under South Carolina law to approve, appropriate and expend the proceeds of the Loan Assistance.

Section 3. Authorization of the Loan Assistance Agreement.

The Loan Assistance Agreement is hereby approved, and the execution and delivery of the Loan Assistance Agreement on behalf of the Project Sponsor is hereby authorized and directed. The Loan Assistance Agreement shall be executed on behalf of the Project Sponsor by the City Manager and shall be attested to by the City Clerk.

Section 4. Miscellaneous.

This Resolution shall be a contract between the Project Sponsor and the Authority and shall be enforceable as such against the Project Sponsor.

ADOPTED, this ____ day of September 2026.

Requested by:

Clint Shealy, Assistant City Manager

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Office of Local Government
State Revolving Funds

Bonnie Ammons
Executive Director

South Carolina
Rural Infrastructure Authority

STATE DRINKING WATER REVOLVING LOAN FUND

FY 2025 EMERGING CONTAMINENTS CAPITALIZATION GRANT

LOAN ASSISTANCE AGREEMENT PACKAGE

FOR

CITY OF COLUMBIA

Re: Evaluation of Advanced Technologies for PFAS Removal

Contents:

1. Information/Process to receive Loan Assistance in form of Principal Forgiveness
2. Draft Resolution
3. Loan Assistance Agreement

On behalf of the South Carolina Water Quality Revolving Fund Authority, the Office of Local Government is pleased to provide the City of Columbia with this package of material for receiving Loan Assistance in the form of Principal Forgiveness from funds made available under Public Law No. 117-58 the Infrastructure Investment and Jobs Act (the ***"IIJA"***) also known as the Bipartisan Infrastructure Law for the State Drinking Water Revolving Loan Fund.

For further information or assistance contact:

Ronneshia Green
Financial Analyst
Tel: (803) 737-1597
rgreen@ria.sc.gov

Information and Process to Receive FY2025 Loan Assistance under IIJA

Resolution

- A Resolution is required to be adopted by the governing body of the Project Sponsor to authorize acceptance of the loan assistance and to designate the persons authorized to sign and attest the Loan Assistance Agreement (Agreement).

- The enclosed draft Resolution has been substantially individualized to the City of Columbia it assumes that the City Manager and City Clerk will be designated to sign and attest the Agreement, which is to be attached to the Resolution as Exhibit A.

- It is recommended that the City's local attorney review the enclosed draft Resolution and that it conforms to the normal format and process used by the City for the adoption of other resolutions. The draft Resolution is also being emailed with this package in Word format for your convenience.

- There should not be any material changes to the content of the draft Resolution, but if such is proposed, it must be submitted to the Rural Infrastructure Authority (RIA) via e-mail for approval in advance of adoption.

- Notify RIA of the planned date of adoption as soon as it is determined.

- Send to RIA, via e-mail, a copy of Resolution in the form it is to be presented to the City Council at least 3 business days before adoption.

- Once adopted, sign Resolution in blue ink, affix seal, and mail the original executed Resolution to RIA.

Loan Assistance Agreement

- Once the Resolution is adopted and received by RIA, we will mail two duplicate original Agreements for signature by the City. Please sign in blue ink and affix seal.

  Note: If timing is an issue, we will mail the original Agreements in advance of the meeting, so they can be signed at the same time.

- Both original Agreements signed by the designated individuals with seal affixed are to be returned to RIA for signature. One completely executed original Agreement will be returned to the City.

Note: In addition to adopting the Resolution and executing the Agreement, the Project Sponsor must also receive all approvals needed from DES to maintain eligibility for the loan assistance monies.

RESOLUTION NO. _____

AUTHORIZING AND APPROVING THE ACCEPTANCE OF CERTAIN LOAN ASSISTANCE MONIES FROM THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY; AUTHORIZING THE CITY MANAGER TO EXECUTE THAT CERTAIN LOAN ASSISTANCE AGREEMENT BETWEEN THE CITY OF COLUMBIA AND THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY; AND OTHER MATTERS RELATING THERETO.

WHEREAS, the City of Columbia (the ***"Project Sponsor"***) is a municipal corporation duly created and existing under the laws of the State of South Carolina;

WHEREAS, the Project Sponsor is authorized and empowered by the provisions of Title 48, Chapter 5 of the Code of Laws of South Carolina, 1976, as amended, to receive financial assistance from the South Carolina Water Quality Revolving Fund Authority (the ***"Authority"***);

WHEREAS, on November 15, 2021, the President signed Public Law No. 117-58, the Infrastructure Investment and Jobs Act (the ***"IIJA"***) also known as the Bipartisan Infrastructure Law, which provided appropriations to address emerging contaminants in drinking water with a focus on perfluoroalkyl and polyfluoroalkyl substances through the emerging contaminant capitalization grants under section 1452(t) of the Federal Act and under which this project is committed;

WHEREAS, funds provided under this section of the IIJA requires the Fund to provide 100 percent additional subsidization (assistance which will not accrue interest and the principal of which will be forgiven) for drinking water projects that address emerging contaminants;

WHEREAS, the funds appropriated under the IIJA are deposited into the South Carolina Drinking Water Revolving Loan Fund (the ***"Fund"***);

WHEREAS, the Project Sponsor previously applied to the South Carolina Department of Environmental Services ***("DES")*** for certain loan assistance monies to be made available to the Project Sponsor by the Authority in the form of a subsidization;

WHEREAS, the Project Sponsor was selected by DES to receive the Loan Assistance contingent upon compliance by the Project Sponsor with all terms, conditions and requirements set forth in the Loan Assistance Agreement, the form of which is attached hereto as Exhibit A (the ***"Loan Assistance Agreement"***); and

WHEREAS, based on approvals issued by DES, the proceeds of the Loan Assistance are to be used by the Project Sponsor for the Evaluation of Advanced Technologies for PFAS Removal (the ***"Project"***).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Columbia (the ***"Council"***), in a meeting duly assembled:

Section 1. Acceptance of the Loan Assistance; Acknowledgment of Terms of Loan Assistance Agreement.

The Loan Assistance, under the terms, conditions and requirements set forth in the Loan Assistance Agreement, is hereby accepted. The Project Sponsor acknowledges that the receipt of proceeds of the Loan Assistance pursuant to the Loan Assistance Agreement requires the Project Sponsor to comply with all of the terms of the Loan Assistance Agreement, including requiring strict compliance with all state and federal mandates set forth therein by any contractors performing work on the Project who are subject to those mandates. The Project Sponsor further acknowledges that the forgiveness of the principal amount of the Loan Assistance by the Authority is conditional upon the Project Sponsor's complete and satisfactory compliance with the terms of the Loan Assistance Agreement, and that any failure to comply strictly with such terms could result in a requirement that the Project Sponsor repay to the Authority all or a portion of the Loan Assistance. The Project Sponsor has fully reviewed each and every term of the Loan Assistance Agreement.

Section 2. Approvals, Appropriations and Expenditures.

The Project Sponsor certifies that it has taken, or will take, all actions necessary under South Carolina law to approve, appropriate and expend the proceeds of the Loan Assistance.

Section 3. Authorization of the Loan Assistance Agreement.

The Loan Assistance Agreement is hereby approved, and the execution and delivery of the Loan Assistance Agreement on behalf of the Project Sponsor is hereby authorized and directed. The Loan Assistance Agreement shall be executed on behalf of the Project Sponsor by the City Manager and shall be attested to by the City Clerk.

Section 4. Miscellaneous.

This Resolution shall be a contract between the Project Sponsor and the Authority and shall be enforceable as such against the Project Sponsor.

ADOPTED, this ____ day of September 2026.

CITY OF COLUMBIA

SEAL

By: _____

Its: _____

Attest:

By: _____

Its: _____

LOAN ASSISTANCE AGREEMENT

between

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

and

CITY OF COLUMBIA

Dated

September ___, 2026

relating to

Evaluation of Advanced Technologies for PFAS Removal

South Carolina Drinking Water Revolving Loan Fund
FY 2024 and FY 2025 Emerging Contaminants Capitalization Grant
Loan Assistance Number: CF3-25-4010001-01

No. ____ of Two Executed Original Counterparts

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LOAN ASSISTANCE AGREEMENT

THIS LOAN ASSISTANCE AGREEMENT is entered into as of the ___ day of September, 2026, (the ***"Effective Date"***) between the SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, a public instrumentality of the State of South Carolina (the ***"Authority"***), and the CITY OF COLUMBIA, a municipal corporation of the State of South Carolina (the ***"Project Sponsor"***).

W I T N E S S E T H:

WHEREAS, the Authority is authorized by Title 48, Chapter 5, Code of Laws of South Carolina, 1976, as amended (the ***"Act"***) to administer the South Carolina Drinking Water Revolving Loan Fund (the ***"Fund"***) for the purpose of assisting Project Sponsors (as defined in the Act) in the construction of, among other things, public drinking water supply, storage, treatment and distribution facilities as defined in the Federal Safe Drinking Act, Title 42, United States Code, Section 300f et seq., as amended (the "***Federal Act***"); and

WHEREAS, the South Carolina Department of Environmental Services (the ***"Department"***) is authorized by the Act to, among other things, develop a priority system and prepare an annual plan to ensure compliance with the Federal Safe Drinking Water Act; and

WHEREAS, on November 15, 2021, the President signed Public Law No. 117-58, the Infrastructure Investment and Jobs Act (the "***IIJA***") also known as the Bipartisan Infrastructure Law, which provided supplemental appropriations for the Fund for drinking water infrastructure facilities; and

WHEREAS, a portion of the funding provided under the IIJA shall be used to address emerging contaminants in drinking water with a focus on perfluoroalkyl and polyfluoroalkyl substances through emerging contaminant capitalization grants under section 1452(t) of the Federal Act and under which this project is committed; and

WHEREAS, the Act, as amended on May 28, 2010, authorizes the Authority to use amounts in the Fund to fully implement all requirements of the IIJA for the Fund; and

WHEREAS, the Authority is authorized by the Act to enter into agreements with Project Sponsors in order to finance Projects (as defined in the Act) and the Department is authorized to select projects to receive additional subsidization in the form of Loan Assistance, herein defined; and

WHEREAS, the Project Sponsor proposes to perform an evaluation of advanced technologies for PFAS removal as described in Appendix "A" hereto (the ***"Project"***), which Project will be part of the Project Sponsor's waterworks and sewer system (the ***"System"***); and

WHEREAS, pursuant to the IIJA funding provision for emerging contaminants, the Department has selected this Project to receive additional subsidization in the form of Loan Assistance, herein defined;

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

LOAN ASSISTANCE PROVISIONS

The Authority agrees to provide Loan Assistance, as defined below, to the Project Sponsor solely from appropriations granted to the state from the emerging contaminates capitalization grant, subject to the terms and conditions of this Loan Assistance Agreement, applicable laws, regulations and all Federal and State requirements now and hereafter in effect governing the use of this Loan Assistance.

1. Loan Assistance Defined. Subject to the terms and conditions of this Agreement, the Authority agrees to make, and the Project Sponsor agrees to accept, the loan assistance herein provided for (the ***"Loan Assistance"***), such term being defined as a loan which will not accrue interest and the principal of which is hereby forgiven in its entirety. The amount of the Loan Assistance is set forth in Appendix "B" hereto.

2. Purpose Limited to Project. The Project Sponsor shall use the Loan Assistance only to pay the actual eligible costs of the Project. The Project scope is described in Appendix "A" and more specifically as approved in the Project files of the Department. The Project Sponsor shall make no modifications to the Project scope without the written consent of the Department, such consent to be made part of this Agreement. Except to the extent otherwise approved in writing by the Department and made part of this Agreement, only the costs shown in the Project budget set forth in Appendix "A" shall be allowed and only in the amounts provided for each category. Loan Assistance may not be used to pay for labor performed by employees of the Project Sponsor.

3. Disbursements

   (a) Requests for disbursement shall be made by the Project Sponsor to the Department on forms of the Department, and shall be accompanied by such invoices and other proofs of incurred costs as the Department may reasonably require. The Project Sponsor shall comply with all requirements of the SRF Disbursement Package in submitting draw requests to the Department.

   (b) The Authority shall make disbursements to the Project Sponsor under this Agreement only after receiving each Department approved draw request. The Authority shall incur no liability to the Project Sponsor in the event that the Department does not approve a draw request submitted by the Project Sponsor.

   (c) The Authority will exert its best efforts to disburse funds within seven (7) days of receiving such approved draw request, but no assurance is given by the Authority that such schedule will be met and the Authority shall incur no liability to the Project Sponsor for a delay.

   (d) The Project Sponsor shall receive and promptly disburse the funds to be provided hereunder as trust funds for the purpose of paying the eligible costs of the Project and for no other purpose.

4. Budget Changes. Any change to the budget categories, the amounts therein, or increases/decreases to the total budget for the Project shown in Appendix "A" hereto, or to the Loan Assistance Amount shown in Appendix "B" hereto, shall require written approval by the Department and such approval shall be provided to the Project Sponsor and the Authority and shall be attached hereto and become a part of this Agreement without the requirement of further amendment.

5. Federal and State Requirements. The Project Sponsor hereby agrees to comply with the following requirements.

   (a) Civil Rights and Labor Standards and Requirements and use of Disadvantaged Business Enterprises (DBE) firms and Debarment or Suspension Prevention. (Executive Order 12549)

(i) Positive efforts shall be made by the Project Sponsor and its consultants to utilize DBE firms as sources of supplies, services and construction. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts and subcontracts to be performed utilizing Loan funds. Documentation of efforts made to utilize DBE firms shall be maintained by the Project Sponsor and its consulting firms and construction contractors and approved by the Department.

(ii) The Project Sponsor shall not be presently debarred for noncompliance with Federal Law and shall not award contracts to any firm that is presently debarred for noncompliance with Federal Law where the contract amount equals or exceeds the federal small purchase procurement threshold.

(iii) The Project Sponsor shall require all prime construction contractors to certify that subcontracts have not and will not be awarded to any firm that is presently debarred for noncompliance with Federal Law, where the subcontract amount is expected to equal or exceed the Federal small purchase procurement threshold.

(iv) The Project Sponsor shall require all contractors on the Project to comply with the Department of Labor's Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-956) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

(v) The Project Sponsor shall comply with the federal laws that prohibit discrimination in the provision of services or benefits, on the basis of race, color, national origin, sex, handicap or age, in programs or activities receiving federal financial assistance. These laws include Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and The Age Discrimination Act of 1975 (42 U.S.C. § 6102).

6. Procurement Requirements. The Project Sponsor shall comply with all procurement requirements of law.

7. Inspection and Completion.

(a) The Project Sponsor shall cause the Scope of Work identified in Appendix "A" to be completed and shall require satisfactorily completion of all work within the time stated in the executed engineering contract. Extension of any contract completion date requires the Department's approval. Any costs incurred as a result of a time extension which has not received approval by the Department shall not be eligible for Loan Assistance participation.

(d) The Project Sponsor shall pay all costs to complete the Project not covered by the Loan Assistance.

8. Viability. The Project Sponsor shall, to the satisfaction of the Department, have developed and implemented appropriate managerial and financial capacity mechanisms to ensure compliance with state and federal regulatory requirements (e.g., Safe Drinking Water Act, Clean Water Act).

9. Reporting and Information. The Project Sponsor agrees to complete and submit all information and reports, in such form and according to such schedule, as may be required by the Department or the Authority.

10. Maintenance of Records. All pertinent Project records including, but not limited to, financial records, supporting documents, and technical records for the Project shall be retained for a minimum of three years after the date of the final disbursement under this Agreement. However, if any litigation, claim, or investigative audit is started before the expiration of the three year period, then all such records must be retained for three years after the litigation, claim, or audit is resolved.

11. Accounting and Auditing.

(a) The Project Sponsor shall account for the Project according to Generally Accepted Governmental Accounting Principles (GAAP).

(b) Within six months of the end of each fiscal year of the Project Sponsor in which any funds are received under this Agreement, the Project Sponsor shall submit to the Authority an annual financial statement audit prepared by an independent certified public accountant. The conduct of the audit and the audit shall be in accordance with Generally Accepted Auditing Standards as defined in the Government Auditing Standards, Comptroller General of the United States, July 17, 2018 and revisions, updates, or successors thereto. A Single Audit, as required by OMB under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200, Subpart F, may be necessary for each year federal funds are disbursed to the Project Sponsor under CFDA Number 66.468. If the Project Sponsor conducts a Single Audit when federal money disbursed from the Fund is less than the threshold required for such audit, the Project Sponsor shall submit to the Authority, within thirty (30) days of its completion, any findings and recommendations pertaining to money from the Fund contained in such Single Audit. Any Single Audit conducted by the Project Sponsor shall also be submitted to the Federal Audit Clearinghouse within thirty (30) days of its completion.

12. Release of Responsibility. The Project Sponsor shall undertake the Project on its own responsibility and shall release and hold harmless the Authority, the Department, the State and their officers, members and employees from any claim arising in connection with the design, construction or operation of the Project including any matter due solely to the negligence of any of these parties.

13. Access and Inspection. The Project Sponsor shall provide access to the Project work whenever it is in preparation or after completion and provide proper facilities for access and inspection. The Project Sponsor shall allow the United States Environmental Protection Agency, the Inspector General of the United States, the Department and the Authority, or any authorized representative, to have access to any books, documents, plans, reports, papers, and other records pertinent to the Project. The Project Sponsor shall cause its engineers, contractors, auditors and employees to cooperate during such inspections and make available all materials relevant to the review, examination or audit of the Project and compliance with this Agreement.

14. Other Agreements. The Project Sponsor shall comply with all terms and conditions of any engineering agreements affecting the Project and its operation.

15. Compliance with Governmental Authority. The Project Sponsor shall comply with all environmental laws, rules and other provisions of legal force and effect and all such other provisions which govern the Project.

16. Review and Inspection of Work. Any audit or review of the study and any inspection of the work shall be for the convenience of the Department only in order to determine that they are within the approved scope of the Project. No such review and inspection, approvals and disapprovals shall be an undertaking by the Department of responsibility for design or evaluation.

17. Sanctions. If the Project Sponsor does not comply with the provisions of the Agreement, the Authority, upon receipt of written instructions by the Department, may take any or all of the following actions: (a) require repayment of all or a portion of any Loan Assistance provided; (b) require the Project Sponsor to take corrective actions to comply with this Agreement; (c) cancel, terminate, or suspend, in whole or in part, the Loan Assistance provided through this Agreement; or (d) terminate the entire Agreement.

18. Severability. If any provision of the Agreement is found to be illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired.

19. Complete Agreement. This Agreement contains Appendices "A", "B", "C", and all subsequent written approvals of the Department that alter any information contained in any of the Appendices hereto.

20. South Carolina Contract. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

21. Notices. All notices hereunder shall be in writing and shall be addressed as follows:

If to the Project Sponsor:

City of Columbia
Post Office Box 147
Columbia, South Carolina 29217

Attention: City Manager

If to the Authority:

South Carolina Water Quality Revolving Fund Authority
c/o Office of Local Government - SRF
South Carolina Rural Infrastructure Authority
1201 Main Street
Suite 1600
Columbia, South Carolina 29201

Attention: Ronneshia Green

22. Counterparts. This Agreement is executed in two counterparts, which are separately numbered, but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

23. Term of Agreement. The Term of this Agreement begins on the Effective Date and will expire upon the satisfaction of the requirements of Paragraph 11 herein.

IN WITNESS WHEREOF, the Project Sponsor and the Authority have caused these presents to be signed, sealed and delivered all as of the date hereof.

CITY OF COLUMBIA

(SEAL)

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

08/13/2026

Attest:

By: _____

Its: _____

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

By: _____

Bonnie Ammons, Director,
Office of Local Government,
South Carolina Rural Infrastructure Authority

SCOPE OF WORK

Project Sponsor: City of Columbia

Project Name: Evaluation of Advanced Technologies for PFAS Removal

Loan Assistance Number: CF3-25-4010001-01

This project involves pilot-scale testing for reverse osmosis and granular activated carbon treatment technologies at the Lake Murray Water Treatment Plant and Canal Water Treatment Plant.

PROJECT BUDGET

Project Sponsor: City of Columbia

Project Name: Evaluation of Advanced Technologies for PFAS Removal

Loan Assistance Number: CF3-25-4010001-01

ITEM	LOAN ASSISTANCE FUNDS	PROJECT SPONSOR	TOTAL ELIGIBLE COST
Planning and Design Engineering	$ 2,000,000	$ 233,849	$ 2,233,849
	89.53%	10.47%	

NOTE: Loan assistance funds will be disbursed in the above referenced percentage to total eligible planning and design engineering costs.

LOAN ASSISTANCE

Project Sponsor: City of Columbia

Project Name: Evaluation of Advanced Technologies for PFAS Removal

Loan Assistance Number: CF3-25-4010001-01

Loan Assistance Amount: $ 2,000,000

Loan Amount:	$ 2,000,000
Less Principal Forgiveness:	$ 2,000,000
Net Amount for Repayment:	$ 0

SPECIAL CONDITIONS

Project Sponsor: City of Columbia

Project Name: Evaluation of Advanced Technologies for PFAS Removal

Loan Assistance Number: CF3-25-4010001-01

None.

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

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

DATE: COUNCIL DATE (TO BE PROVIDED BY PROCUREMENT)

Subject: Recommendation for Approval
SC RIA SRF Program - Council Resolution R-2026-061 and Loan Assistance Agreement
WM4746 – PFAS - Preliminary Professional Services Phase II Pilot

Columbia Water respectfully requests your review and approval of Resolution No. R-2026-061 from the South Carolina Rural Infrastructure Authority and the approval and signing of two (2) copies of the accompanying Loan Assistance Agreement. This resolution is to authorize and approve the acceptance of certain loan assistances monies from the South Carolina Water Quality Revolving Fund Authority via the Loan Assistance Agreement for the Evaluation of Advanced Technologies for PFAS Removal (the "Project").

This is for project WM4746 – PFAS Preliminary Professional Services Phase II Pilot, the contract for which has already been approved by Council and executed with Black and Veatch for piloting and engineering services for PFAS-removal and destruction technologies.

The amount of the Contract with Black and Veatch is $2,233,849.00. SRF/RIA has allocated funding for a portion of the contract at $2,000,000.00. $233,849.00 is being funded from City of Columbia CIP Funds, WM487301 Lake Murray and Canal WTP Miscellaneous, and leftover funds from WM474601 PFAS - Preliminary Professional Services Phase (both are 658650552-9999).

The purpose of this project is to determine design parameters and costs for full-scale installation of PFAS-removal and destruction technologies. The future, near-term design of these improvements is necessary to meet EPA mandated PFAS removal limits.

Phase II of the project is not a Mentor/Protégé Project.

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

Meeting Date: **September 1, 2026**

Department: **Legal**

From: **Henry Simons, Assistant City Manager**

Resolution No.: R-2026-062 - Authorizing the City Manager to execute a First Lease Amendment between the City of Columbia and Main Street Technologies, LLC for the lease of 1401 Main Street, Suite 200

Background Summary:

Attachments:

1. R-2026-062 - Main St Tech 1st lease amendment
2. 2026-062 - EML APPROVED - Main Street Technologies 1st Lease Amendment

RESOLUTION NO.: R-2026-062

Authorizing the City Manager to execute a First Lease Agreement between the City of Columbia and Main Street Technologies, LLC. for the lease of 1401 Main Street, Suite 200

BE IT RESOLVED by the Mayor and City Council this ___ day of _____, 2026, that the City Manager is hereby authorized to execute the attached First Lease Agreement and any documents necessary and approved by the City Attorney, between the City of Columbia and Main Street Technologies, LLC for the lease of 1401 Main Street, Suite 200.

Requested by:

Henry Simons, Assistant City Manager

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 08/13/2026

LEGAL DEPARTMENT DRAFT

EM&L
COMMERCIAL REAL ESTATE
P.O. BOX 1239
COLUMBIA, SOUTH CAROLINA 29202

TELEPHONE
(803) 771-9884
FAX
(803)771-9887

FIRST LEASE AMENDMENT

THIS AGREEMENT made this 5th day of May 2026 by and between City of Columbia hereinafter referred to as "Landlord") and Main Street Technologies, LLC. (hereinafter referred to as "Tenant");

WITNESSETH

WHEREAS, Landlord and Tenant did enter into a Lease Agreement dated the 1st day of February 2022, for premises known as 1401 Main Street, Suite 200 and

WHEREAS, the parties hereto desire to make certain amendment(s) to their said Lease Agreement;

NOW THEREFORE, the parties for and in consideration of these presents and the mutual agreements herein, covenant and agree that the said Lease Agreement is amended, effective May 5th, 2026, as follows:

1. Tenant will have two 5-year options as outlined below.

Option 1 :	Rate	Monthly	Yearly
1/1/2033 - 12/31/2033	$24.48	$10,432.56	$125,190.72
1/1/2034 - 12/31/2034	$24.97	$10,641.38	$127,696.58
1/1/2035 - 12/31/2035	$25.47	$10,854.47	$130,253.58
1/1/2036 - 12/31/2036	$25.98	$11,071.81	$132,861.72
1/1/2034 - 12/31/2037	$26.50	$11,293.41	$135,293.42
Option 2 :			
1/1/2038 - 12/31/2038	$27.03	$11,519.29	$138,231.42
1/1/2039 - 12/31/2039	$27.57	$11,749.42	$140,992.98
1/1/2040 - 12/31/2040	$28.12	$11,983.81	$143,805.70
1/1/2041 - 12/31/2041	$28.70	$12,230.98	$146,771.80
1/1/2042 - 12/31/2042	$29.27	$12,473.90	$149,686.78

THIS AGREEMENT, by reference to the above stated Lease Agreement shall, when fully executed, form a part thereof; and

ALL OTHER TERMS AND CONDITIONS of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto subscribed their names as of the date first above written.

WITNESS:

_____

_____

LANDLORD: City of Columbia

By:_____

WITNESS:

_____

_____

TENANT: Main Street Technologies, LLC.

By:_____

APPROVED AS TO FORM
Legal Department City of Columbia, SC
8/13/2026

Meeting Date: **September 1, 2026**

Department: **Legal**

From: **Henry Simons, Assistant City Manager**

Resolution No.: R-2026-063 - Authorizing the City Manager to execute a Third Lease Amendment between the City of Columbia and Executive Management and Leasing, Inc. for the lease of 1401 Main Street, Suite 670

Background Summary:

Attachments:

1. R-2026-063 - EML 3rd lease amendment v2
2. 2026-063 - Approved EML 3rd Lease Amendment

RESOLUTION NO.: R-2026-063

Authorizing the City Manager to execute a Third Lease Agreement between the City of Columbia and Executive Management and Leasing, Inc. for the lease of 1401 Main Street, Suite 670

BE IT RESOLVED by the Mayor and City Council this ___ day of _____, 2026, that the City Manager is hereby authorized to execute the attached Third Lease Agreement and any documents necessary and approved by the City Attorney, between the City of Columbia and Executive Management and Leasing, Inc. for the lease of 1401 Main Street, Suite 670.

Requested by:

Henry Simons, Assistant City Manager

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Last revised: 08/13/2026

EM&L
COMMERCIAL REAL ESTATE
P.O. BOX 1239
COLUMBIA, SOUTH CAROLINA 29202

TELEPHONE
(803) 771-9884
FAX
(803)771-9887

THIRD LEASE AMENDMENT

THIS AGREEMENT, made this 5th day of May 2026 by and between City of Columbia. hereinafter referred to as "Landlord") and Executive Management and Leasing, Inc. (hereinafter referred to as "Tenant");

WITNESSETH

WHEREAS, Landlord and Tenant did enter into a Lease Agreement dated the 1st day of January 2004, for premises known as 1401 Main Street, Suite 670 and Amended on November 1st, 2017, and Amended on September 16th, 2024 and

WHEREAS, the parties hereto desire to make certain amendment(s) to their said Lease Agreement;

NOW THEREFORE, the parties for and in consideration of these presents and the mutual agreements herein, covenant and agree that the said Lease Agreement is amended, effective May 5th, 2026, as follows:

1. Tenant will have two 5-year lease extensions to match Main Street Technologies lease term.

   Option 1: 1/1/2033 – 12/31/2037

   Option 2: 1/1/2028 – 12/31/2042

2. Tenant's rent will be based on the Third Extension of the Management Service Agreement.

THIS AGREEMENT, by reference to the above stated Lease Agreement shall, when fully executed, form a part thereof; and

ALL OTHER TERMS AND CONDITIONS of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto subscribed their names as of the date first above written.

WITNESS:

_____

_____

LANDLORD: City of Columbia

By:_____

WITNESS:

_____

_____

TENANT: Executive Management and Leasing, Inc.

By:_____

APPROVED AS TO FORM
Legal Department City of Columbia, SC
8/13/2026

Meeting Date:	**September 1, 2026**
Department:	**Legal**
From:	**Skip Holbrook, Police Chief**

Resolution No.: R-2026-059 - Authorizing consumption of beer, wine, and liquor at Vista Lights presented by Prisma Health on Thursday, November 19, 2026

Background Summary:

Attachments:

1. R-2026-059 - Vista Lights (Nov 19)

RESOLUTION NO.: R-2026-059

Authorizing consumption of beer, wine, and liquor at Vista Lights presented by Prisma Health on Thursday, November 19, 2026

WHEREAS, the Congaree Vista Guild ("Vista" or "Organizer") is hosting Vista Lights presented by Prisma Health on Thursday, November 19, 2026 from 5:30 p.m. until 10:00 p.m.; and,

WHEREAS, the Vista has requested permission for the temporary closing and use of the 1100 and 1200 blocks of Lincoln Street between Lady Street and Senate Street, the 1100 and 1200 blocks of Park Street between Lady Street and Senate Street and the 600, 700, 800, 900, and 1000 blocks of Gervais Street between Gadsden Street and Assembly Street from 4:30 p.m. until 11:00 p.m. for preparation and staging of the area for an outdoor event to be held between 5:30 p.m. and 10:00 p.m., and for patrons to consume liquor, beer and wine beverages on Thursday, November 19 2026 from 5:30 p.m. until 9:30 p.m.; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the 1100 and 1200 blocks of Lincoln Street between Lady Street and Senate Street, the 1100 and 1200 blocks of Park Street between Lady Street and Senate Street, 1100 and 1200 blocks of Park Street between Lady Street and Senate Street and the 600, 700, 800, 900, and 1000 blocks of Gervais Street between Gadsden Street and Assembly Street on Thursday, November 19, 2026 from 5:30 p.m. until 10:00 p.m. regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder.

2. The Organizer shall establish a boundary line around the event space in the 1100 and 1200 blocks of Lincoln Street between Lady Street and Senate Street, the 1100 and 1200 blocks of Park Street between Lady Street and Senate Street, and the 600, 700, 800, 900, and 1000 blocks of Gervais Street between Gadsden Street and Assembly Street, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.

3. When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.

4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.

5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.

6. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.

7. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer

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shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).

8. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.

9. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, liquor, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

10. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

11. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 4:30 p.m. and 11:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2026, that the sale of liquor, beer, and wine beverages in plastic containers or cans only is authorized between the hours of 5:30 p.m. and 9:30 p.m. on Thursday, November 19, 2026; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Sponsor shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than liquor, beer, and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than liquor, beer, or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that Organizer is responsible or shall make arrangements for the clean-up of all trash and debris within the event area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by Organizer and the City's Solid Waste Division prior to the event and placed throughout the event area to

LEGAL DEPARTMENT DRAFT

ensure that trash and debris are well contained. Organizer shall return the roll carts and bagged trash and debris to the collection point designated by the City in a timely manner. If the Organizer has not opted to use City services to clean up the event area, any costs incurred by the City in removing loose trash and debris within the event area, which the Organizer has failed to clean up, shall be billed to and paid by the Organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of liquor, beer, and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the event area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, golf carts (except police golf carts or ATVs), and horse-drawn carriages, is prohibited. All pets, including cats, dogs (except police K-9s), horses, birds, lizards, and snakes, are prohibited. Coolers, glass bottles, breakable drinking glasses and/or cups, large bags, and backpacks shall be prohibited inside the event area; and,

BE IT FURTHER RESOLVED that during the designated event date of November 19, 2026 and time of 5:30 p.m. to 10:00 p.m., the closed portion of the 1100 and 1200 blocks of Lincoln Street between Lady Street and Senate Street, the 1100 and 1200 blocks of Park Street between Lady Street and Senate Street, 1100 and 1200 blocks of Park Street between Lady Street and Senate Street and the 600, 700, 800, 900, and 1000 blocks of Gervais Street between Gadsden Street and Assembly Street that serves as the designated event area, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of the 1100 and 1200 blocks of Lincoln Street between Lady Street and Senate Street, the 1100 and 1200 blocks of Park Street between Lady Street and Senate Street, 1100 and 1200 blocks of Park Street between Lady Street and Senate Street and the 600, 700, 800, 900, and 1000 blocks of Gervais Street between Gadsden Street and Assembly Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which liquor, beer, and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply to the possession or consumption of liquor, beer, or wine within the designated event area. Possession and consumption of liquor, beer, and wine beverages shall be permitted only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of liquor, beer, and wine may only be in plastic containers or cans.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive and address complaints during the event, including any set up and breakdown times. The cell phones shall remain on, with ringers and alerts functioning at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event Organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

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PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32 of the Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the Organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event or inclement weather date, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

William Holbrook, Police Chief

Approved by:

_____
City Manager

Approved as to form:

Deputy City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Last revised: 8/10/2026

Park Rules for the Congaree Vista Guild to Conduct Street and Sidewalk Sales for Vista Lights (R-2026-059)

WHEREAS, Columbia City Council adopted Resolution R-2026-059 on _____, allowing the Congaree Vista Guild to Conduct Street and Sidewalk Sales for the Vista Lights to be held on Thursday, November 19, 2026 in the area commonly known as the Vista; and,

WHEREAS, certain areas of the public rights of way and public property have been designated as a public park for the event as more particularly set forth in Resolution R-2026-059, which is incorporated herein by specific reference thereto; and,

WHEREAS, the City's Parks and Recreation Department hereby authorizes the use of the public park designated by R-2026-059 for the Congaree Vista Guild to Conduct Street and Sidewalk Sales for Vista Lights; and,

WHEREAS, City Ordinance Sec. 15-1 (12) and Sec. 15-3 permit the Director of Parks and Recreation to promulgate rules and regulations within a public park, subject to the approval of the City Manager; and,

WHEREAS, it is anticipated that a large number of City of Columbia citizens and visitors will attend the event and will be allowed to consume liquor, beer, and wine within the public park; and,

WHEREAS, in order to promote the general health, safety and welfare of the citizens of the City of Columbia and visitors attending the event, I find it necessary to promulgate rules and regulations to apply within the public park established pursuant to Resolution R-2026-059; NOW, THEREFORE,

The following additional park rules are hereby promulgated for the Congaree Vista Guild to Conduct Street and Sidewalk Sales for Vista Lights and shall apply within the area designated as a public park and a violation thereof is unlawful:

1. Official festival tokens are required for the purchase of food and beverages within the designated park area.
2. Over age twenty-one (21) wristbands from the identification check station are required for patrons to consume liquor, beer, or wine in the designated park area.
3. All persons under the age of sixteen (16) must be accompanied by an adult.
4. No glass containers are allowed.
5. No coolers, outside food or beverages (including alcohol) are allowed.
6. No backpacks or bags are allowed.
7. Only liquor, beer, and wine are permitted. No other alcoholic beverages of any kind are allowed, unless within an area permitted by an existing encroachment ordinance which permits the serving of liquor, beer, wine and other alcoholic beverages during its normal course of business.
8. All liquor, beer, and wine must be served and consumed from a plastic cup, a plastic bottle, an aluminum can or an aluminum bottle.
9. No pets are allowed.
10. No concealable weapons allowed.
11. No firearms allowed.

Violation of these rules may result in criminal prosecution. The aforesaid rules shall be prominently displayed on signage which shall be located at all entrances into the designated park area.

City of Columbia

BY: _____ Date: _____
ITS: Parks and Recreation Director

I hereby approve the foregoing park rules this ____ day of _____, 2026.

City of Columbia

BY: _____
Teresa B. Wilson
ITS: City Manager

Last revised: 8/10/2026

LEGAL DEPARTMENT DRAFT

Meeting Date:	**September 1, 2026**
Department:	**Legal**
From:	**Skip Holbrook, Police Chief**

Resolution No.: R-2026-060 - Authorizing consumption of beer, wine, and liquor at The Drop on Main at the 1600 block of Main Street between Taylor Street and Blanding Street on Thursday, December 31, 2026

Background Summary:

Attachments:

1. R-2026-060 - The Drop on Main (Dec 31)

RESOLUTION NO.: R-2026-060

Authorizing consumption of beer, wine, and liquor at The Drop on Main at the 1600 block of Main Street between Taylor Street and Blanding Street on Thursday, December 31, 2026

WHEREAS, LTC Hospitality (hereinafter "Sponsor" or "Organizer") is sponsoring The Drop on Main on Thursday, December 31, 2026 from 9:00 p.m. until 2:00 a.m., Friday, January 1, 2027 at the 1600 block of Main Street between Taylor Street and Blanding Street; and

WHEREAS, the Sponsor has requested permission for the temporary closing of the 1600 block of Main Street between Taylor Street and Blanding Street, from 3:00 p.m. until 2:00 a.m. for preparation and staging of the area and for crowd control and overflow at the outdoor event to be held from 9:00 p.m. on Thursday, December 31, 2026 until 2:00 a.m. on Friday, January 1, 2027; and for patrons to consume beer, wine, and liquor beverages at the event during the hours of 9:00 p.m. and 1:30 a.m.; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited at the 1600 block of Main Street between Taylor Street and Blanding Street on Thursday, December 31, 2026 from 9:00 p.m. until 2:00 a.m. on Friday, January 1, 2027 regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder.

2. The Organizer shall establish a boundary line around the event space at the 1600 block of Main Street; and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.

3. When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.

4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.

5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.

6. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.

7. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer

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shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).

8. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.

9. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.

10. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Liquor, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

11. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

12. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 9:00 p.m. and 2:00 a.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2026, that the sale of liquor, beer and wine beverages only in plastic containers or cans only is authorized between the hours of 9:00 p.m. on Thursday, December 31, 2026 and 1:30 a.m. on Friday, January 1, 2027; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Sponsor shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

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BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that Organizer is responsible or shall make arrangements for the clean-up of all trash and debris within the event area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by Organizer and the City's Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Organizer shall return the roll carts and bagged trash and debris to the collection point designated by the City in a timely manner. If the Organizer has not opted to use City services to clean up the event area, any costs incurred by the City in removing loose trash and debris within the event area, which the Organizer has failed to clean up, shall be billed to and paid by the Organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of liquor, beer, and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the event area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, golf carts (except police golf carts or ATVs), and horse-drawn carriages, is prohibited. All pets with the exception of dogs including cats, horses, birds, lizards, and snakes, are prohibited. Coolers, glass bottles, breakable drinking glasses and/or cups, large bags, and backpacks shall be prohibited inside the event area; and,

BE IT FURTHER RESOLVED that during the designated time from 9:00 p.m. on Thursday, December 31, 2026 until 2:00 a.m. on Friday, January 1, 2027, the 1600 block of Main Street between Taylor Street and Blanding Street serve as the designated event area, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of the 1600 block of Main Street between Taylor Street and Blanding Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which liquor, beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply to the possession or consumption of liquor, beer or wine within the designated event area. Possession and consumption of liquor, beer and wine shall be permitted only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer and wine may only be in plastic containers or cans.

LEGAL DEPARTMENT DRAFT

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive and address complaints during the event, including any set up and breakdown times. The cell phones shall remain on, with ringers and alerts functioning at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event Organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32 of the Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the Organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event or inclement weather date, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

William Holbrook, Police Chief

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Last revised: 8/10/2026

Meeting Date:	**September 1, 2026**
Department:	**City Clerk's Office**
From:	**Erika Hammond, City Clerk**

Central Midlands Council of Governments

Background Summary:

Attachments:
1. CMCOG Memo 090126

Central Midlands Council of Governments Board

September 1, 2026

The Central Midlands Council of Governments (COG) conducts studies and makes recommendations on issues that affect shared regional interests, including public health, utilities, planning, and development. It coordinates cooperative efforts among member governments and other agencies. The COG also provides ongoing technical assistance and information to local governments and related organizations.

Columbia City Council appoints three (3) elected officials and four (4) citizens to the Central Midlands Council of Governments.

The Honorable Will Brennan requests the reappointment of Ms. Vivian Clark for a three-year term. Since August 2023, Ms. Clark has contributed thoughtful insight and ensured that local needs and priorities are well-represented in CMCOG deliberations. Her reappointment is essential to sustaining the progress of ongoing regional initiatives.

Membership List		
Member	**District**	**Term Expiration**
Will Brennan	District 3 Councilmember	Coterminous
Tyler Bailey	At-Large Councilmember	Coterminous
Sam Johnson	At-Large Councilmember	Coterminous
Vivian Clarke	District 2	August 2026[1]
Paul Gaffney	District 3	April 2027[1]
Robin Harriford	District 2	April 2029[1]
Mike McCauley	District 3	April 2029[1]

PENDING APPLICATION		
Brittany Ward	District 2	Legal Assistant / SC Attorney General's Office

Meeting Date: **September 1, 2026**

Department: **City Clerk's Office**

From: **Erika Hammond, City Clerk**

Central Midlands Regional Transit Authority

Background Summary:

Attachments:
1. CMRTA Memo 090126

Central Midlands Regional Transit Authority Board

September 1, 2026

The primary purpose of the Central Midlands Regional Transit Authority (CMRTA) Board is to administer, manage and operate fixed-route bus service and demand-response paratransit service, in and around the Columbia, South Carolina urbanized area. The COMET functions under the direction of the Board of Directors. This board was established by SC Code §58-25, the Regional Transit Authority Enabling Act.

The CMRTA operating as The COMET, is governed by an 11-member Board of Directors representing the local jurisdictions of Richland and Lexington counties, Columbia, and Forest Acres. The City of Columbia appoints two elected officials and one citizen.

The Honorable Will Brennan requests the reappointment of Ms. Carolyn Gleaton to the CMRTA Board for a two-year term. Since February 2016, Ms. Gleaton has served Columbia and The COMET with dedication by consistently advocating for riders and ensuring their needs are reflected in board decisions. Her experience and historical knowledge of the transit system are invaluable.

Pursuant to Resolution No.: R-2018-006, City Council shall not appoint any person other than a City Councilmember to more than two (2) consecutive terms upon any board, commission, committee, corporate board or directors or like body at any time, unless otherwise permitted by the bylaws or rules of such body or if Council deems that individual's service has been exemplary and further service beyond two (2) consecutive terms would be beneficial to the board, commission, committee, corporate board of directors or like body, or the individual is positioned to assume a leadership role after having served two (2) consecutive full terms.

MEMBERSHIP LIST		
Will Brennan	District 3	Coterminous
Tina N. Herbert	District 1	Coterminous
Carolyn Gleaton	District 2	September 30, 2028

PENDING APPLICATIONS		
Edward Brennan	District 1	Registered Nurse / Focus Staff Services
Michael Lawson	District 3	Community Relations Consultant / SC Human Affairs Commission

Meeting Date: **September 1, 2026**

Department: **City Clerk's Office**

From: **Erika Hammond, City Clerk**

Columbia Prepares Advisory Committee

Background Summary:

Attachments:
1. CD CPAC Memo 082126

Columbia Prepares Advisory Committee

September 1, 2026

The purpose of the Columbia Prepares Advisory Committee is to provide increased transparency in the implementation of Community Development Block Grant – Mitigation (CDBG-MIT) funds; inform the community at-large and other stakeholders of mitigation projects and strategies; improve the community's understanding of the importance of hazard mitigation activities and projects to the health and well-being of all residents; solicit and respond to public questions, comment and input on the City's mitigation activities; serve as on on-going public forum to continuously inform Columbia's CDBG-MIT project and programs.

The committee consists of seven members. We are requesting the re-appointment of three existing members and the appointment of three new individuals. One vacancy remains to be filled.

STAFF RECOMMENDATIONS

Reappoint the following three (3) members for a two-year term.		
William Baker	District 3	Term expires February 29, 2028
Ralph McCarthy	District 2	Term expires February 29, 2028
Linda Ward	District 1	Term expires November 30, 2028

Appoint the following three (3) individuals for a two-year term through September 30, 2028.		
Dave Fosnacht	District 3	Sales Manager / Blue Collars Plumbing & HVAC
Candace Jones	District 4	Licensed Midwife / Palmetto Perinatal Services
Susan Kuo	District 2	Professor & Assoc. Dean of Academic Affairs / USC School of Law