



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, OCTOBER 7, 2025

The Columbia City Council will conduct a Regular Meeting on Tuesday, October 7, 2025 at 2:00 p.m. at City Hall (Council Chambers), 1737 Main Street, Third Floor, Columbia, SC 29201. Members of the public may view the meeting online at www.columbiasc.gov. Please contact the City Clerk's Office at (803)545-3045 or cityclerk@columbiasc.gov if you have questions regarding this meeting.

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

CALL TO ORDER

EXECUTIVE SESSION AT 2:00 P.M.

1. Discussion of negotiations incident to proposed contractual arrangements pursuant to S. C. Code §30-4-70(a)(2)
 - *Transit Center*
2. Receipt of legal advice relating to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)
 - *Ordinance No.: 2025-055 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-5 User Fees*
3. Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S.C. Code §30-4-70(a)(2)
 - *Elias F. Naassan v. City of Columbia (2024-CP-40-01736)*
 - *Estate of Muller v. City of Columbia v. Irmo Fire District (2025-CP-40-02870)*
 - *Stanley Smith, et al. v. City of Columbia (2021-CP-40-01317)*



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, OCTOBER 7, 2025

REGULAR MEETING AT 4:00 P.M.

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF AGENDA

PUBLIC INPUT

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

APPROVAL OF MINUTES

4. Council is asked to approve the September 16, 2025 Work Session and Regular Meeting Minutes.

PRESENTATIONS

5. Special Recognition - Mr. William "Skip" Holbrook, Police Chief / Columbia Police Department
6. Latino-Hispanic Business Day Proclamation - The Honorable Daniel J. Rickenmann, Mayor
7. Customer Services Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor
8. Fire Safety Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor
9. National Community Planning Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor
10. Black Expo Update - Mr. Darrin Thomas, President of Thomas Media Group, LLC



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CONSENT AGENDA ITEMS 11 THROUGH 28

11. Council is asked to approve the Fiscal Year 2025/2026 Contract Renewal for services related to the retention of Military Personnel, Services and Operations located at Fort Jackson, as requested by the Economic Development Department on August 26, 2025. Award to the Greater Columbia Chamber of Commerce in the amount of \$53,500.00. This firm is located in Columbia, SC.

Funding Source: Economic Development - Special Projects (5518419-638500). The original budget amount is \$53,500.00.

12. Council is asked to approve the Fiscal Year 2025/2026 Contract Renewal for Professional Services for Improvement and Operational Services within the Downtown Business Improvement, as requested by the Economic Development Department on August 26, 2025. Award to the City Center Partnership in the amount of \$70,000.00. This firm is located in Columbia, SC.

Funding Source: Economic Development - Special Contracts (5511301-638300). The original budget amount is \$70,000.00.

13. Council is asked to approve a new Contract for Utilities and Operations at the Recovery Community Center at Hope Plaza, as requested by the Homeless Services Department on September 26, 2025. Award to Christ Central Ministries, Inc., in the amount of \$87,800.00. This vendor is located in Columbia, SC.

Funding Source: Rapid Shelter Homeless - Special Contracts (1014501-638300) \$87,800.00. The original budget amount is \$87,800.00. This contract is funded through the South Carolina Opioid Recovery Fund.

14. Council is asked to approve the Contract Renewal for Emergency Notification System Services, as requested by Columbia-Richland 911 Communications on September 2, 2025. Award to Everbridge Systems, in the amount of \$115,565.03. The term of the contract is October 1, 2025 to September 30, 2026. This vendor is located in Columbia, SC.

Funding Source: City of Columbia - Maintenance and Cloud Based Software Solutions (1012701-632170) \$57,782.52; Richland County - Maintenance and Cloud Based Software Solutions (2082702-632170) \$57,782.51. The original budget amount is \$115,565.03.



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15. Council is asked to approve the Purchase of Globe Turnout Gear, as requested by the Columbia Fire Department on September 16, 2025. Award to Newton Fire and Safety Equipment, Inc. using the HGAC Cooperative Contract in the amount of \$390,420.00. This vendor is located in Graham, NC.

Funding Source: City of Columbia - Fire Suppression- Safety Clothing and Supplies (1012303-625900) \$156,168.00; Richland County - Fire Administration - Safety Clothing and Supplies (2082301-625900) \$234,252.00. The original budget amount is \$390,420.00.

16. Council is asked to approve a new Contract for Uniform Apparel and Floor Mat Rental Services, as requested by several City Departments on September 15, 2025. Award to UniFirst Corporation using the Sourcwell Cooperative Contract in an amount not to exceed \$422,328.72. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date nine (9) months from commencement and the option to renew for four (4) additional one-year periods. This vendor is located in Lexington, SC.

Funding Source: Supplies - Uniforms and Clothing (6208956-624100). The original budget amount is \$422,328.72.

17. Council is asked to approve new Sole Source Contracts for several City Departments. Award to multiple vendors in the total amount of \$622,710.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date on June 30, 2026 and the option to renew for one (1) additional one-year period.

Item	Vendor and Location	Description	Amount
a.	Transworld, Inc. North Charleston, SC	De-Energizing Testing for the Lake Murray Water Treatment Plant, as requested by Columbia Water on September 5, 2025.	\$57,750.00

Funding Source: Utilities Lake Murray Water Treatment Plant – Maintenance and Service Contract (5516207-638200). The original budget amount is \$57,750.00.



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b.	Keefer Engineering, LLC Columbia, SC	Concurrent Sewer Assessment and Rehabilitation (CSAR-AI) Investigation and Rehabilitation Pilot program, as requested by Columbia Water on September 17, 2025.	\$462,000.00
<i>Funding Source: Water and Sewer Capital Projects – Concurrent Sewer Assessment and Rehabilitation Investigation and Rehabilitation – Capital Project Costs. The original budget amount is \$462,000.00.</i>			
c.	G & I Security Company, LLC Columbia, SC	Security Services, as requested by the Homeless Services Department on September 25, 2025.	\$102,960.00
<i>Funding Source: Rapid Shelter Homeless – Special Contracts (1014501-638300). The original budget amount is \$102,960.00. This contract is funded through the South Carolina Opioid Recovery Fund.</i>			
Total			\$622,710.00

18. Council is asked to approve the Purchase of Vehicles for several City Departments, as requested by the Fleet Services Division. Award to multiple vendors using the North Carolina Sheriff's Association Cooperative Contract and South Carolina State Contract in the total amount of \$791,775.00.

Item	Vendor	Vehicles	Procurement Method	Amount
a.	Versalift North Carolina, LLC dba Versalift Southeast Burlington, NC	One (1) 2024 Ford F-600 Versalift Aerial Truck for the Fleet Services Division, as requested on September 5, 2025.	North Carolina Sheriffs' Contract #26-10-0422	\$190,770.00
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$190,770.00.</i>				



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b.	AllSource Enterprises, LLC dba Safe Industries Piedmont, SC	One (1) Rehab Rescue Truck for the Columbia Fire Department, as requested on September 10, 2025.	North Carolina Sheriffs' Contract #FES24-03-Commercial Heavy Rescue	\$534,435.00
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$534,435.00.</i>				
c.	COS Chevrolet, LLC dba Hendrick Chevrolet Charlotte, NC	Two (2) 2026 Chevrolet Equinox LT for the Wastewater Treatment Plant, as requested on September 4, 2025.	SC State Contract #4400037566	\$66,570.00
<i>Funding Source: Wastewater Compliance - Auto, Trucks, Heavy Equipment-Capital (5516231-658500). The original budget amount is \$66,570.00.</i>				
Total				\$791,775.00

19. Council is asked to approve a new Professional Services Contract for Project SS7664; Project Management and Oversight Services for Capital Improvement Projects and Operations and Maintenance Projects, as requested by Columbia Water on July 7, 2025. Award to Michael Baker International, Inc. in an amount not to exceed \$150,000.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date two (2) years from commencement and the option to renew for one (1) additional one-year period. This contractor is located in Columbia, SC.

Funding Source: Engineering Wastewater Systems Improvement - Professional Services (5516221-636600). The original budget amount is \$150,000.00.



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20. Council is asked to approve the Purchase of a new Hydraulic Elevator at the Lake Murray Water Treatment Plant, as requested by Columbia Water on August 28, 2025. Award to TK Elevator Corporation using the OMNIA Cooperative Contract in the amount of \$211,375.71. This vendor is located in Atlanta, GA.

Funding Source: Water and Sewer Capital Projects - Lake Murray Water Treatment Plant Elevator Upgrade - Capital Project Costs (5529999-WM488001-658650). The original budget amount is \$211,375.71.

21. Council is asked to approve a new Construction Contract for Project SS6786; Sanitary Sewer Manhole Rehabilitation Annual Maintenance Contract, as requested by Columbia Water on May 12, 2025. Award to Vortex Services, LLC, in an amount not to exceed \$2,298,725.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date one (1) year from commencement with the option to renew for three (3) one-year periods. This contractor is located in Greenville, SC.

Funding Source: Water and Sewer Capital Projects - Annual Gravity Sewer Manhole Lining - Capital Project Costs (5529999-SS678626-658650). The original budget amount is \$2,298,725.00.

Vortex Services, LLC, will provide rock removal and subcontractor coordination services at 80.10% (\$1,841,278.73) of the total contract amount.

The following subcontractors will provide additional services:

ProCoat, Inc. a Minority Business Enterprise (W), located in Winston Salem, NC, will provide manhole rehabilitation services at 2.20% (\$50,571.95) of the total contract amount.

Keefer Engineering, LLC, a Minority Business Enterprise (W), located in Lexington, SC, will provide manhole inspection services at 9.80% (\$225,275.05) of the total contract amount.

D.E. Walker Construction, Co., located in Charlotte, NC, will provide open cut manhole services at 7.90% (\$181,599.27) of the total contract amount.



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22. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 3404 Two Notch Road, 3422 Two Notch Road, and 1138 Head Street, TMS# 14102-06-23

Ordinance No.: 2025-074 - Annexing 3404 Two Notch Road, 3422 Two Notch Road, and 1138 Head Street, Richland County TMS # 14102-06-23 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Proposal: Request to annex the property, assign the land use classification of Community Activity Corridor (AC-2) and assign zoning of Community Activity Center/Corridor District (CAC) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned General Commercial (GC) by Richland County.

Council District: 2

Applicant: Joseph McDougall

Staff Recommendation: Approval

PC Recommendation: 08/14/2025; Approval (5-0)

First reading approval was given on September 16, 2025.

23. ZONING MAP AMENDMENT for Portion of 151 Clemson Road, TMS# 25705-07-27 (portion)

Ordinance No.: 2025-075- Amending the Official Zoning Map to modify the zoning for portion of 151 Clemson Road, Richland County TMS # 25705-07-27 (portion)

Proposal: Request to rezone the property from Mixed Use District (MU-2) to Mixed Use District (MU-2), Outdoor Advertising Sign Overlay District (OV-OAS) to allow an outdoor advertising (billboard) sign.

Council District: 4

Applicant: Mason Sullivan, Lamar Advertising of Columbia

Staff Recommendation: Denial

PC Recommendation: 08/14/2025; Approval (4-2)

First reading approval was given on September 16, 2025.



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24. Amendment to the Unified Development Ordinance to include 2608 Cardinal Street, TMS#09114-02-24, as a Type 3 Landmark

Ordinance No.: 2025-073 - Amending the Unified Development Ordinance of the City of Columbia, South Carolina, Appendix C: Type 3 Landmarks

Proposal: Amend the Unified Development Ordinance, Chapter 17, Appendix C: Type 3 Landmarks to establish the property as a City of Columbia Landmark.

Council District: 1

Applicant: Andrew Livengood, Zoning Administrator, Planning & Development Services

Staff Recommendation: Approval

PC Recommendation: 08/14/2025; Approval (5-0)

D/DRC Recommendation: 08/21/2025; Approval (6-0)

First reading approval was given on September 16, 2025.

25. Ordinance No.: 2025-071 - Approval for Conveyance of Tract 15 (0.078 Acre) Being a Portion of the Columbia Northeast Fire & Police Station located at 446 Spears Creek Church Road to the South Carolina Department of Transportation for Spears Creek Church Road Widening Project; Richland County TMS#25700-02-15 (Portion); CF#250-669

First reading approval was given on September 16, 2025.

26. Ordinance No.: 2025-072 - Amending the Business License Ordinance of the City of Columbia to update the class schedule as required by Act 176 of 2020

First reading approval was given on September 16, 2025.

27. Ordinance No.: 2025-076 - Authorizing the City of Columbia, South Carolina, to execute and deliver an equipment lease purchase agreement in the amount of not exceeding \$4,000,000 between the City and the Lessor thereof to defray the cost of acquiring certain equipment; and other matters relating thereto.

First reading approval was given on September 16, 2025.



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28. Ordinance No.: 2025-077 - Authorizing the City Manager to Execute Leases for Hazard Mitigation Grant Program/Housing and Urban Development Flood Properties Acquired through the FEMA Disaster Relief and Emergency Assistance Act for 1651 Roslyn Drive

First reading approval was given on September 16, 2025.

PUBLIC HEARING - ORDINANCE FIRST READING

29. Ordinance No.: 2025-055 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-5 User Fees

PUBLIC HEARING - RESIDENTIAL PARKING PERMIT DISTRICT

30. Resolution No.: R-2025-069 - Designating Hollywood/Rosehill Neighborhood a Residential Parking Permit District

ORDINANCES - FIRST READING

31. Ordinance No.: 2025-080 - Approval for Granting an Easement to Dominion Energy South Carolina, Inc. along Circleview Road and a portion of city-owned property located on the southwestern side of Circleview Road for the Lower Crane Creek Equalization Storage Facility and Pump Station; Richland County TMS#07414-04-01 and between TMS#07414-04 & TMS#09203-01; CIP Project #SS7560; CF#250-673

RESOLUTIONS

32. Resolution No.: R-2025-063 - Authorizing the City Manager to execute the Bull and Elmwood Relocation Services and Other Work in Progress Agreement between the City of Columbia and Dominion Energy South Carolina Inc.
33. Resolution No.: R-2025-070 - Approving the Installation of the Lincoln Street Tunnel North Entrance Mural Project

Endorsed by the Arts, Historic Preservation & Philanthropy Committee on September 23, 2025.



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EVENT RESOLUTIONS

34. Resolution No.: R-2025-065 - Authorizing consumption of beer and wine only at Devine Night Out at the 2700, 2800, and 2900 blocks of Devine Street on Thursday, November 13, 2025
35. Resolution No.: R-2025-067 - Authorizing consumption of beer, wine, and liquor 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 21, 2025
36. Resolution No.: R-2025-068 - Authorizing consumption of beer, wine, and liquor at Vista Lights Annual Holiday Festival on Thursday, November 20, 2025

APPOINTMENTS

37. Council is asked to approve the appointment of Ms. Cherlyn Borjes as a full-time Municipal Court Judge for a four-year term effective October 25, 2025.

CITY COUNCIL COMMITTEE REPORTS, REFERRALS AND NEW BUSINESS

PUBLIC INPUT

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

ADJOURNMENT



MEETING DATE: October 7, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:
Transit Center



MEETING DATE: October 7, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Ordinance No.: 2025-055 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-5 User Fees



MEETING DATE: October 7, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Elias F. Naassan v. City of Columbia (2024-CP-40-01736)

Estate of Muller v. City of Columbia v. Irmo Fire District (2025-CP-40-02870)

Stanley Smith, et al. v. City of Columbia (2021-CP-40-01317)



MEETING DATE: October 7, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the September 16, 2025
Work Session and Regular Meeting Minutes.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** MN_09162025_WS (DOCX)
- **#b:** MN_09162025 (DOCX)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 16, 2025

CALL TO ORDER

The Columbia City Council conducted a Work Session on Tuesday, September 16, 2025 at 2:00 p.m. at City Hall (Mayor's Conference Room), Second Floor, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 2:11 p.m. and the following members were present: The Honorable Edward H. McDowell, Jr., The Honorable Will Brennan, Mayor Pro-Tempore, The Honorable Tina N. Herbert, The Honorable Peter M. Brown, and The Honorable Tyler D. Bailey. The Honorable Aditi Bussells participated remotely. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

CITY COUNCIL DISCUSSION

Ms. Teresa Wilson, City Manager took a moment of personal privilege to highlight the newly revamped internship program.

Ms. Ashley Jenkins, Special Projects Coordinator introduced Ms. Nia Long as the newest intern for the Office of the City Manager.

1. Solid Waste Division Route Balance Plan - Mr. Robert Anderson, Public Works Director and Ms. Samantha Yager, Solid Waste Superintendent

Ms. Samantha Yager, Solid Waste Superintendent reported on garbage route balancing, noting the last adjustment occurred in 1991 and that customer growth has increased by nearly 13,000 since 1995. The new plan will improve efficiency and accommodate future growth. There will be new garbage routes and changes to garbage and recycling days. A communications plan including two letters and a fridge magnet has been approved, with the first mailing scheduled for September 22, 2025, and the new routes beginning November 10, 2025.

There was discussion about solid waste operations on Wednesdays; adjustments for new developments; downtown pickup; communication strategies such as door hangers, the MyColaSC app, news outlets, yard signage; and potential collaboration with Columbia Water for resident contact for notifications.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 16, 2025

2. Fiscal Year 2025/2026 Special Revenue Allocations - Ms. Missy Caughman, CPM, MPA, Assistant City Manager / Strategic Initiatives & Innovation

Ms. Teresa Wilson, City Manager noted that staff reviewed community requests and identified what could be supported within current resources. A balanced list for Council's consideration is being presented. This work session provides an opportunity to review hospitality tax funded external requests, as well as potential internal projects, particularly those related to parks.

There was discussion about current carry forwards; general fund surplus; snapshot of surplus; future hospitality tax opportunities; previous allocations; purchase of a food truck; pickeball in Finlay Park; upgrades for T.S. Martin and Pinehurst Parks; and status updates for Three Rivers Festival and Silicon South.

Mr. Roy Brasley, Brasley Foundation provided an update on the Three Rivers Festival. The event is now scheduled for April 4, 2026 at Finlay Park. Advertising and promotional videos have begun. A contract is in place with The O'Jays as headliners and efforts are underway to secure Simply Red. Additional local bands and R&B groups from the 1990s are also being considered. He highlighted the need to review stage and lighting requirements and emphasized that planning has continued with only a brief pause during the venue change.

There was discussion about acquiring contracts; clarifying the allocation amount; setting a goal for private donations; ticket cost and sales projections; total budget and sponsor contributions; security and fencing needs; venue layout and stage placement; makeup of the organizing team; potential advisement or oversight entity; and pickle ball courts.

Ms. Missy Caughman, CPM, MPA, Assistant City Manager / Strategic Initiatives & Innovation noted that funding requests exceeded available resources. She explained that the recommended allocations are based on eligibility and available funds, with some lower-priority items deferred for future consideration.



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EXECUTIVE SESSION

Upon a motion made by Mr. Bailey and seconded by Mr. McDowell, Council voted unanimously to enter into Executive Session at 3:30 p.m. to discuss **Items 3** through **5**. Mr. Brennan was not present for the vote.

3. Receipt of legal advice relating to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)
 - *Short-Term Rentals*
4. Discussion of negotiations incident to proposed contractual arrangements pursuant to S. C. Code §30-4-70(a)(2)
 - *Project Dream*
5. Discussion of the employment of an employee pursuant to §30-4-70(a)(1)
 - *Municipal Court Judges*

ADJOURNMENT

The meeting was adjourned at 4:10 p.m.

Respectfully submitted:

Erika D. Moore Hammond, MMC, CPM
City Clerk



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CALL TO ORDER

The Columbia City Council conducted a regular meeting on Tuesday, September 16, 2025 at City Hall (City Council Chambers), 1737 Main Street, Columbia, South Carolina 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 4:23 p.m. and the following members were present: The Honorable Edward H. McDowell, Jr., The Honorable Will Brennan, Mayor Pro-Tempore, The Honorable Tina N. Herbert, The Honorable Peter M. Brown, and The Honorable Tyler D. Bailey. The Honorable Aditi Bussells participated remotely. 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 AGENDA

Upon a motion made by Mr. McDowell and seconded by Mr. Bailey, Council voted unanimously to adopt the agenda subject to amending **Item 49** (Ordinance No.: 2025-077 - Lease of Hazard Mitigation Grant Program / HUD Flood Properties) by removing 1735 Roslyn Drive from consideration.

APPROVAL OF MINUTES

1. Council is asked to approve the August 19, 2025 City Council Meeting Minutes.
- *Approved*

Upon a motion made by Mayor Rickenmann and seconded by Mr. Bailey, Council voted unanimously to approve the August 19, 2025 City Council Meeting Minutes.

PUBLIC INPUT

Mr. Gus Bueno, 2229 Park Street requested clarification regarding the short-term rental (STR) ordinance, specifically related to new licenses. He expressed concern about businesses being shut down and noted that he had purchased property in anticipation of the moratorium being lifted.



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Mayor Rickenmann confirmed that no new licenses will be issued in residential areas until changes to the ordinance have been completed and reviewed by the Planning Commission.

Mr. Christopher Rose, 2908 Forest Drive expressed concerns about the STR ordinance and property management license requirement.

Mayor Rickenmann clarified that the license requirement would only effect individuals that are not local representatives.

Ms. Wendy Bergmann, 2300 Wayne Street expressed support of STR operation because of what they provide to communities across Columbia's neighborhoods.

Ms. Amy McKissick, 1300 Summerville Avenue expressed concerns about how STRs operate as hotels in residential communities. She suggested that if STRs are to remain operating in that way, then they should have the same requirements as hotels in regard to inspections and zoning.

Mr. David Bergmann, 2300 Wayne Street thanked City Council for the changes that have already been made to the ordinance, especially the one pertaining to the property management license. He requested the data about incidents between short term rentals and long-term rentals be shared with the public.

Ms. Bethany Storlazzi, 1121 Cambridge Oaks Drive asked for clarification about the specific location of the public art project being installed (**Item 55** - Resolution No.: R-2025-064 - Approving the Installation of a Public Art Project at Saluda Riverwalk).

Mr. Steven Lopez, 443 Pittsdown Road expressed concerns about flooding along a creek connecting to Kinley Creek. He noted the issue worsened after nearby development and that debris is left in his yard after it rains. He requested guidance, stating previous attempts to seek help from Richland and Lexington Counties.

Mayor Rickenmann referred Mr. Lopez to Assistant City Manager Clint E. Shealy of Columbia Water.

Mr. Rick Harmon, 2205 Lincoln Street spoke in support of proposed STR regulations. He favored adoption of the related resolution and ordinance. He supported allowing existing STRs to continue under new provisions and suggested expanding notification requirements. He recommended creating an online registry to aid enforcement and accountability.



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Ms. Vanessa Traylor expressed concerns that the shooting incident on Lincoln Street is being used to justify restrictive changes to STR regulations. She noted challenges with non-transferable permits but stated she remains supportive of STRs for their economic value and protection of property rights. She urged City Council to focus on broader public safety issues rather than additional restrictions.

Mayor Rickenmann clarified that the discussion on short-term rentals was not solely about the recent shooting, but part of a planned review following data collection over the past two years. More than 20% of STRs are operating illegally, with issues including false advertising and lack of accountability.

Mr. Matt Carrol expressed concerns that current proposals punish compliant STR operators rather than targeting the 20% of bad actors. He urged City Council to enforce existing rules and revoke licenses from violators rather than moving STRs into commercial zones.

Mayor Rickenmann noted exceptions may be needed for situations like renovations or flooding. He emphasized that the goal is not to eliminate STRs but to improve enforcement and ensure they are located in appropriate areas.

Ms. Denise Wellman, 2204 Marion Street and President of Cottontown Neighborhood Association asked about next steps if the Planning Commission doesn't approve the changes to the STR ordinance.

Mayor Rickenmann explained that the Planning Commission serves as a recommending body, with final decisions resting with City Council. He noted that the process includes a public hearing and review of the ordinance before it returns to City Council for consideration. He emphasized the importance of providing maps to help residents and STR owners understand potential changes and stated that the moratorium remains vital for neighborhoods until issues are resolved.

Mr. John Wilkinson, 2404 Park Street and President of the Elmwood Park Neighborhood Association thanked City Council for their work on the STR issue and shared survey results showing 80% of respondents oppose non-owner-occupied STRs in residential areas. He emphasized support for prohibiting STRs in residential zones and urged consideration of data and resident concerns.



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Ms. Elaine Frick, Columbia Peace Pole Initiative spoke in support of the Peace Pole project at Saluda Riverwalk. She explained that peace poles are installed in over 250,000 locations worldwide and bear the message "May Peace Prevail on Earth" in multiple languages. She thanked City Council for considering approval of the installation.

Councilor Bailey noted that the project went through the Arts, Historic Preservation and Philanthropy Committee. The Persimmon Peace Pole Project is going to have seeds from a persimmon tree that survived the bombing at Hiroshima planted around it. It's a testament to perseverance and peace in our country today.

Ms. Ellen Bundy thanked City Council and supported continued STR restrictions, citing global concerns about housing affordability, lost long-term rentals, lower tax revenue, and regulatory issues. She opposed allowing more STRs in Elmwood Park.

PRESENTATIONS

Ms. Teresa Wilson, City Manager took a moment of personal privilege to recognize Ms. Veronica Walker of the Public Relations, Media & Marketing Department for 10 years of service with the City of Columbia.

Ms. Veronica Walker, Administrative Specialist said that not many people can look at their careers and say that it's been good. My 10 years with the City of Columbia has been better than good.

Ms. Teresa Wilson, City Manager recognized Ms. Erika Hammond, City Clerk for achieving the designation of Master Municipal Clerk (MMC) from the International Institute of Municipal Clerks. She praised Ms. Hammond as a fundamental part of the City's culture, noting her quiet but impactful leadership.

2. Constitution Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Ms. Alice Caskey, State Regent of the Daughters of the American Revolution thanked City Council for the designation and thanked Councilor Brennan for his attendance at their conference in March.

Mayor Rickenmann and the members of City Council proclaimed September 17-23, 2025 as Constitution Week in the City of Columbia.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 16, 2025

3. National Clean Energy Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Councilor Brown introduced Mr. Kevin O'Hara, President and CEO of Colite Technologies to accept the proclamation on behalf of the clean energy industry. He noted the company's renovation of the former Nuttall Tire on Millwood Avenue and its focus on commercial solar and lighting.

Mr. Kevin O'Hara, President & CEO/Colite Technologies thanked City Council for recognizing the clean energy industry and emphasized that clean energy is both the right and economically logical choice. He expressed pride in the company's success and appreciation for City Council's vision and support.

Mayor Rickenmann and the members of City Council proclaimed September 15-19, 2025 as National Clean Energy Week in the City of Columbia.

4. Sickle Cell Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Mayor Rickenmann and the members of City Council proclaimed September 2025 as Sickle Cell Month in the City of Columbia.

Ms. Yvonne Donald, MA, James R. Clark Sickle Cell Foundation, thanked City Council for recognizing September as Sickle Cell Disease Awareness Month and highlighted the upcoming 19th Annual Dr. James R. Clark Sickle Cell Walk. The disease affects over 7.7 million people worldwide, including 5,000 in South Carolina. Walk proceeds fund scholarships for students living with the illness. She recognized Fire Chief Aubrey D. Jenkins along with scholarship recipients Mr. Braden Green, a sophomore at the University of South Carolina majoring in computer engineering and Ms. Maya Stevenson, a recent graduate of Embry-Riddle Aeronautical University.

Mr. Aubrey D. Jenkins, Fire Chief thanked City Council for the proclamation and said that it is an honor to serve as ambassador for the Sickle Cell Walk. He expressed admiration for Dr. James R. Clark, sharing that Dr. Clark once cared for his mother, who is now 93. Chief Jenkins encouraged everyone to support the upcoming walk.

OTHER MATTERS

5. Approval of Fiscal Year 2025/2026 Special Revenue Allocations - Ms. Missy Caughman, CPM, MPA, Assistant City Manager / Strategic Initiatives & Innovation - *Approved*



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Upon a motion made by Mayor Rickenmann and seconded by Mr. Brennan, Council voted unanimously to approve the following one-time funding allocations:

From State Accommodations 5% General Purpose fund balance:

- Urban League \$40,000
- Richland County Public Education Partners \$25,000
- Columbia Council of Neighborhoods \$20,000
- Made with ColaLove \$100,000

From FY 25/26 Hospitality Tax–budgeted reserve & reallocation of Silicon South funding:

- Five Points Association \$150,000
- Experience Columbia \$150,000
- City Projects:
 - Public Works holiday decorations \$25,000
 - Parks & Recreation Projects
 - Drew Wellness \$170,000
 - Saluda Greenway Comfort Station \$200,000
 - Finlay Park–Pickle ball, fencing & food truck \$775,000
 - Woodland Park outdoor restroom \$130,000

From Hospitality Tax Bond remaining proceeds:

- Southeast Park Community Center project budget amendment \$600,000
6. Council is asked to approve the installation of one (1) Speed Hump on Medical Drive, as requested by the Public Works Department. – *Approved*

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

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

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



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 16, 2025

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

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

CONSENT AGENDA ITEMS 8 THROUGH 38

Upon a single motion made by Mr. McDowell and seconded by Mr. Bailey, Council voted unanimously to approve **Consent Agenda Items 8** through **38**.

Mayor Rickenmann shared that the consent agenda includes numerous contract renewals and purchases for professional services, radio and fire station equipment, solid waste and water distribution equipment, and waste management support. He emphasized that these investments represent significant dollars being spent to improve quality of life in Columbia and provide employees with the tools needed to do their jobs effectively.

8. Council is asked to approve a Fiscal Year 2025/2026 Professional Services Agreement for State Lobbying Services, as requested by the Office of Governmental Affairs on July 24, 2025. Award to Jet Corp Consulting Group, LLC in an amount not to exceed \$72,000.00. This firm is located in Columbia, SC. – *Approved*

Funding Source: Governmental Affairs - Professional Services (1011103-636600). The original budget amount is \$72,000.00.

9. Council is asked to approve a Fiscal Year 2025/2026 Professional Services Agreement for State Lobbying Services, as requested by the Office of Governmental Affairs on July 24, 2025. Award to Due South Advocacy in an amount not to exceed \$72,000.00. This firm is located in Columbia, SC. – *Approved*

Funding Source: Governmental Affairs - Professional Services (1011103-636600). The original budget amount is \$72,000.00.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 16, 2025

10. Council is asked to approve a Fiscal Year 2025/2026 Professional Services Agreement for State Lobbying Services, as requested by the Office of Governmental Affairs on July 24, 2025. Award to Kyle Michel Law Firm, LLC in an amount not to exceed \$80,000.00. This firm is located in Columbia, SC. – *Approved*

Funding Source: Governmental Affairs - Professional Services (1011103-636600). The original budget amount is \$80,000.00.

11. Council is asked to approve a new contract for the Purchase of Class A/B Fire Uniforms, as requested by the Columbia Fire Department on August 19, 2025. Award to Uniforms by John - formerly known as Wright Johnson Uniforms, in an amount not to exceed \$81,732.24. The initial term of the contract will take effect upon issuance of the Notice to Proceed for an initial term of ten (10) months and the option to renew for one (1) additional one-year period. This vendor is located in Florence, SC. – *Approved*

Funding Source: Fire Suppression - City - Uniforms and Clothing (1012303-624100) \$40,866.12 and Fire Administration - County - Uniforms and Clothing (2082301-624100) \$40,866.12. The original budget amount is \$81,732.24.

12. Council is asked to approve a new Construction Contract for the Fire Station 7 Roof Replacement, as requested by the Support Services Division on May 15, 2025. Award to Land Roofing Company, in an amount not to exceed \$98,500.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date of forty-five (45) days from commencement. This contractor is located in Sumter, SC. – *Approved*

Funding Source - General Support Services - Buildings and Fixed Equipment (1011201-659300). The original budget amount is \$98,500.00.

13. Council is asked to approve the Purchase of Motorola Radios and Equipment, as requested by the Columbia Fire Department on September 2, 2025. Award to Motorola Solutions, using the SC State Contract in the amount of \$235,385.43. This vendor is located in Chicago, IL. – *Approved*

Funding Source: Fire Suppression - Radio Equipment and Car Phone - Capital (1012303-658800) \$115,703.64 and Fire Suppression - Radio Equipment (1012303-627800) \$119,681.79. The original budget amount is \$235,385.43.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 16, 2025

14. Council is asked to approve funding for the renewal of Grant Consultant Services, as requested by Executive Management on August 11, 2025. Award to the following firms in a total amount not to exceed \$500,000.00 for year three (3) of four (4) one-year options to renew services. These firms are located in Columbia, SC. Project specific administration shall be required, executed, and issued for each grant requested by the City. – *Approved*

Funding Source: Budget, Program Management and Grants - Professional Services (1011116-636600). The current budget amount is \$500,000.00.

Consultant	Category	Not to Exceed Amount
Michael Baker International, Inc. Columbia, SC	Community Development, Economic Development, and Disaster Preparedness and Recovery	\$350,000.00
Kimley-Horn Columbia, SC	Infrastructure Development Maintenance, Transportation / Highway, Sustainability, Transit, Public Safety	\$150,000.00
Total		\$500,000.00

15. Council is asked to approve new Sole Source Contracts for several City Departments. Award to multiple vendors in the total amount of \$924,188.24. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date on June 30, 2026 and the option to renew for one (1) additional one-year period. – *Approved*

Item	Vendor and Location	Description	Amount
a.	Idexx Distributors, Inc. Westbrook, ME	Laboratory Supplies, for the Canal Water Treatment Plant, as requested by Columbia Water on July 9, 2025.	\$57,188.24
<i>Funding Source: Water Compliance – Laboratory Supplies (5516230-625000). The original budget amount is \$57,188.24.</i>			



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b.	Nationwide Fixture Installations, Inc. Minneapolis, MN	Fitness Court Equipment at Woodland Park and Rosewood Park, as requested by the Parks and Recreation Department on July 23, 2025.	\$57,000.00
<i>Funding Source: General Capital Projects (Prisma Health Grant) – Fitness Courts Project - General Project Costs (4039999-PK909901-658650). The original budget amount is \$57,000.00.</i>			
c.	Waste Management Elgin, SC	Landfill Disposal Services for the Metro Wastewater Treatment Plant, as requested by Columbia Water on July 1, 2025.	\$660,000.00
<i>Funding Source: Utilities Metro Wastewater Plant – Special Contracts (5516208-638300). The original budget amount is \$660,000.00.</i>			
d.	Water Solutions (Division of Azure Water Services, LLC) West Haven, CT	Purate is a chemical used for the production of chlorine dioxide, an essential oxidant in the water treatment process, as requested by Columbia Water on July 1, 2025.	\$150,000.00
<i>Funding Source: Utilities Lake Murray Water Plant – Chemicals (5516207-624800). The original budget amount is \$150,000.00.</i>			
Total			\$924,188.24

16. Council is asked to approve the Purchase of Vehicles and Heavy Equipment for several City Departments, as requested by the Fleet Services Division. Award to multiple vendors using South Carolina State Contracts and Sourcewell, General Services Administration (GSA), and North Carolina Sheriffs' Association Cooperative Contracts in the total amount of \$1,017,073.62. – *Approved*

Item	Vendor	Vehicle/Heavy Equipment	Procurement Method	Amount
a.	National Auto Fleet Group Watsonville, CA	One (1) 2026 Western Star 47X Truck for the Water Distribution Division, as requested on August 4, 2025.	Sourcewell Contract #032824-NAF	\$252,461.00
<i>Funding Source: Utilities Water Distribution and Maintenance - Auto, Trucks, Heavy Equipment-Capital (5516203-658500). The original budget amount is \$252,461.00.</i>				



**COLUMBIA CITY COUNCIL MEETING MINUTES
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b.	Amick Equipment Company, Inc. Lexington, SC	One (1) 2026 Freightliner Street Sweeper for the Solid Waste Division, as requested on July 31, 2025.	North Carolina Sheriffs' Association Contract #26-10-0422	\$406,779.62
<i>Funding Source: Solid Waste Street Sweeping - Auto, Trucks, Heavy Equipment-Capital (5534408-658500). The original budget amount is \$406,779.62.</i>				
c.	Dick Smith Ford, Inc. Columbia, SC	One (1) 2025 Ford F-250 Crew Cab Truck for the Street Division, as requested on August 7, 2025.	SC State Contract #4400035139	\$63,721.00
<i>Funding Source: Streets-Water and Sewer Repair - Auto, Trucks, Heavy Equipment - Capital (5513202-658500). The original budget amount is \$63,721.00.</i>				
d.	Blanchard Machinery Company West Columbia, SC	One (1) 926 14A Wheel Loader for the Metro Wastewater Treatment Plant, as requested on August 5, 2025.	SC State Contract #4400035189	\$242,872.00
<i>Funding Source: Utilities Metro Wastewater Plant - Auto, Trucks, Heavy Equipment - Capital (5516208-658500). The original budget amount is \$242,872.00.</i>				
e.	WMK, LLC Richfield, OH	One (1) 2023 Chrysler Voyager LX Mini Van vehicle for Homeless Services, as requested on August 22, 2025.	GSA Contract #36F79725D0047	\$51,240.00
<i>Funding Source: South Carolina Opioid Recovery Funds - Auto, Trucks, Heavy Equipment - Capital (2209999-658500). The original budget amount is \$51,240.00.</i>				
Total				\$1,017,073.62

17. Council is asked to approve Contract Amendment #3 for Water Tank Ladder Extensions, as requested by Columbia Water on August 13, 2025. Award to Southern Corrosion, Inc., in an amount not to exceed \$51,060.00. The current term of the contract ends on June 30, 2026. This firm is located in Roanoke Rapids, NC. – *Approved*



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Funding Source: Utilities Columbia Canal Water Treatment Plant - Professional Services (5516206-636600) and Utilities Lake Murray Water Treatment Plant (5516207-636600). The current budget amount is \$998,264.00. The budget amount for this amendment is \$51,060.00. The total revised budget amount is \$1,049,324.00.

18. Council is asked to approve the Annual Drinking Water Fee, as requested by Columbia Water on August 14, 2025. Award to the South Carolina Department of Environmental Services doing business as SC DES, in the amount of \$66,150.00. The term of services is from July 1, 2025 to June 30, 2026. This vendor is located in Columbia, SC. – *Approved*

Funding Source: Utilities Lake Murray Water Treatment Plant - Miscellaneous Licenses, Fees, and Penalty (5516207-637720) \$33,075.00 and Utilities Columbia Canal Water Treatment Plant - Miscellaneous Licenses, Fees, and Penalty (5516206-637720) \$33,075.00. The original budget amount is \$66,150.00.

19. Council is asked to approve the Annual Fee for One-Call Notification Services for Assistance with Locating Underground Utilities, as requested by Columbia Water on July 7, 2025. Award to Palmetto Utility Protection Service (PUPS), Inc. doing business as South Carolina 811, in the amount of \$113,826.60. The term of services is from July 1, 2025 to June 30, 2026. This vendor is located in Columbia, SC. – *Approved*

Funding Source: Utilities Water Distribution and Maintenance - Membership and Dues (5516203-631400). The original budget amount is \$113,826.60.

20. Council is asked to approve a new Contract for Grounds Maintenance at Water Tanks, Pump Stations, Pressure Reducing Valves, and the Canal Water Treatment Plant, as requested by Columbia Water on September 5, 2025. Award to Connect Staffing, LLC, in an amount not to exceed \$109,520.00. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date on June 30, 2026, and the option to renew for four (4) additional one-year periods. This vendor is located in Columbia, SC. – *Approved*

Funding Source: Utilities Columbia Canal Water Treatment Plant - Maintenance and Service Contract (5516206-638200) \$79,949.60 and Utilities Lake Murray Water Treatment Plant - Maintenance and Service Contract (5516207-638200) \$29,570.40. The original budget amount is \$109,520.00.



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21. Mitigation Credits for Project SD8539; Storm Drain Culvert Extension and Wall Replacement at Manse Street, as requested by Columbia Water on August 6, 2025. Award to Arrowhead Farms, LLC, in the amount of \$89,100.00. This firm is located in Spartanburg, SC. – *Approved*

Funding Source: Stormwater Improvement Capital Project Control - Manse Street Stream Stabilization - Capital Project Costs (5549999-SD853901-658650) \$89,100.00. The original budget amount is \$89,100.00.

22. Council is asked to approve Change Order #1 for Project SS7528; Canopy Storage Area at the Beltline Wastewater Management Facility, as requested by Columbia Water on August 8, 2025. Award to Hammer Construction, LLC, in an amount not to exceed \$187,357.12. The current term of the contract ends on October 1, 2025 and this change order extends the contract to June 18, 2026. This contractor is located in Columbia, SC. – *Approved*

Funding Source: Water and Sewer Capital Projects - Beltline Columbia Storage Canopy - Capital Project Costs - (5529999-SS752801-658650). The current budget amount is \$905,573.90. The budget amount for this change order is \$187,357.12. The revised budget amount is \$1,092,931.02.

23. Council is asked to approve a new Construction Contract for Project SS7657; Colonial Life Pump Station Force Main Replacement, as requested by Columbia Water on June 11, 2025. Award to McKim and Creed, in an amount not to exceed \$202,700.00. The initial term of the Contract will take effect upon issuance of the Notice to Proceed with an end date one (1) year from commencement and the option to renew for two (2) additional one-year periods. This contractor is located in Columbia, SC. – *Approved*

Funding Source: Water and Sewer Capital Projects - Colonial Life Force Main Replacement - Capital Project Costs (5529999-SS765701-658650). The original budget amount is \$202,700.00.

This is a Mentor Protégé Program project. McKim and Creed is the mentor and will provide lead engineering, design and permitting services at 63.00% (\$127,700.00) of the total contract amount.

Rogers and Callcott an Alliance Technical Group, Inc. Company, located in Columbia, SC, is the protégé and will provide progress meetings, deliverables quality assurance and control, and permitting services at 21.80% (\$44,200.00) of the total contract amount.



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The following subcontractors will provide additional services:

Chao and Associates, located in Columbia, SC, will provide topographic survey services, under the protégé, at 8.34% (\$16,900.00) of the total contract amount.

Capstone Civil Group, located in Charlotte, NC, will provide geotechnical exploration services at 6.86% (\$13,900.00) of the total contract amount.

24. Council is asked to approve a new Construction Contract for Project WM4282; Structural Repairs at Various Pressure Reducing Valves (PRVs) Phase I, as requested by Columbia Water on April 29, 2025. Award to M.E. Contracting, LLC, in an amount not to exceed \$207,735.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date two hundred seventy (270) days from commencement. This contractor is located in Columbia, SC. – *Approved*

Funding Source: Water and Sewer Capital Projects - Pressure Relief Valve Structural Repairs at Remote Sites - Capital Project Costs (5529999-WM428202-658650). The original budget amount is \$207,735.00.

This is a Mentor Protégé Program Protégé Only project. M.E. Contracting, LLC, a Minority Business Enterprise, is the protege and will provide construction management services at 74.59% (\$140,850.00) of the total contract amount.

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

Eargle's Hauling and Landscaping, a Minority Business Enterprise, located in Columbia, SC, will provide concrete and blockwork services at 17.47% (\$33,000.00) of the total contract amount.

Ram Jack, located in Ridgeway, SC, will provide helical piers and grout services at 7.94% (\$15,000.00) of the total contract amount.

25. Council is asked to approve a new Professional Services Contract for Project WM4860/SS7669; Pine Glen Subdivision Water Main Relocation/Sewer Main Rehabilitation, as requested by Columbia Water on August 27, 2025. Award to Michael Baker International, Inc., in an amount not to exceed \$211,053.75, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date fourteen (14) months from commencement and the option to renew for two (2) additional one-year periods. This firm is located in Columbia, SC. – *Approved*



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Funding Source: Water and Sewer Capital Projects - Pine Glen Subdivision - Capital Project Costs (5529999-WM486001-658650) \$105,526.87 and Water and Sewer Capital Projects - Pine Glen Subdivision - Capital Project Costs (5529999-SS766901-658650) \$105,526.88. The original budget amount is \$211,053.75.

This is a Mentor Protégé Program Project. Michael Baker International, Inc. is the mentor and will provide utility coordination, gravity sewer review and rehabilitation recommendations, permitting, bidding phase support, and engineer and inspection services at 80.00% (\$146,820.00) of the total contract amount.

Chao and Associates, Inc., a Minority Business Enterprise, located in Columbia, SC, is the protégé and will provide water relocation designs, survey, and construction support services at 20.00% (\$36,705.00) of the total contract amount.

26. Council is asked to approve a new Professional Services Contract for Project SS7636; Solids Handling Professional Support Services, as requested by Columbia Water on August 29, 2025. Award to Hazen and Sawyer in an amount not to exceed \$258,000.00. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date one year from commencement and the option to renew for one (1) additional one-year period. This firm is located in Columbia, SC. – *Approved*

Funding Source: Utilities Metro Wastewater Plant - Professional Services (5516208-636600). The original budget amount is \$258,000.00.

This is a Mentor Protégé Program project. Hazen and Sawyer is the mentor and will provide operational and maintenance support services at 79.94% (\$206,253.00) of the total contract amount.

Howard Engineering, a Minority Business Enterprise (W), located in Columbia, SC, is the protégé and will provide electrical support and subconsultant coordination services at 20.06% (\$51,747.00) of the total contract amount.

27. Council is asked to approve a new Construction Contract for Project WM4781; Bayside Road 4" and 6" Water Mains, as requested by Columbia Water on August 5, 2025. Award to GH Smith Construction, Inc., in an amount not to exceed \$371,820.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date one hundred fifty (150) days from commencement. This contractor is located in Columbia, SC. – *Approved*



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Funding Source: Water and Sewer Capital Projects - 347 Bayside Road Waterline - Capital Project Costs (5529999-WM478101-658650). The original budget amount is \$371,820.00.

This is a Mentor Protégé Program project. GH Smith Construction, Inc. is the mentor and will provide project oversight services at 49.31% (\$152,780.00) of the total contract amount.

Smoak Construction, LLC, a Minority Business Enterprise (W), located in Little Mountain, SC, is the protégé and will provide water main installation services at 20.00% (\$61,970.00) of the total contract amount.

The following subcontractors will provide additional services:

STAline Waterworks, Inc., located in Columbia, SC, will provide pipe, valves, and fittings at 23.43% (\$72,600.00) of the total contract amount.

Knights Redi Mix, located in Summerville, SC, will provide flowable fill at 4.84% (\$15,000.00) of the total contract amount.

Reeves Construction Company, located in Columbia, SC, will provide asphalt at 2.42% (\$7,500.00) of the total contract amount.

28. Council is asked to approve a new Professional Services Contract for Project SS7607; Maintenance Support Services at the Metro Wastewater Treatment Plant and Sewer Pump Stations, as requested by Columbia Water on August 4, 2025. Award to Kemp Construction, Inc., in an amount not to exceed \$400,000.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date nine (9) months from commencement and the option to renew for two (2) additional one-month periods. This firm is located in Sherrills Ford, NC. – *Approved*

Funding Source: Utilities Metro Wastewater Plant - Maintenance and Service Contract (5516208-638200). The original budget amount is \$400,000.00.



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29. Council is asked to approve a new Construction Contract for Project WM481801; Fire Hydrant Repair and Replacement, Water Districts 1 and 4, as requested by Columbia Water on May 14, 2025. Award to Carolina Tap and Bore, Inc., in an amount not to exceed \$1,039,500.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date on June 30, 2026 and the option to renew for four (4) additional one-year periods. This contractor is located in West Columbia, SC. – *Approved*

Funding Source: Water and Sewer Capital Projects - Fire Hydrant Replacement - Districts 1, 4 - Capital Project Costs (5529999-WM481701-658650). The original budget amount is \$1,039,500.00.

The following subcontractor will provide additional services:

STAlne Waterworks, Inc., located in Columbia, SC, will provide repair and replacement materials at 23.09% (\$200,000.00) of the total contract amount.

30. Council is asked to approve a new Construction Contract for Project WM481701; Fire Hydrant Repair and Replacement, Water Districts 2, 3, and 5, as requested by Columbia Water on May 14, 2025. Award to Smoak Construction, in an amount not to exceed \$1,190,542.50, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date on June 30, 2026 and the option to renew for four (4) additional one-year periods. This contractor is located in Little Mountain, SC. – *Approved*

Funding Source: Water and Sewer Capital Projects - Fire Hydrant Replacement - Districts 2, 3, and 5 - Capital Project Costs (5529999-WM481701-658650). The original budget amount is \$1,190,542.50.

The following subcontractor will provide additional services:

STAlne Waterworks, Inc., located in Columbia, SC, will provide underground utility components at 30.24% (\$300,000.00) of the total contract amount.



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31. Council is asked to Ratify eleven (11) Emergency Procurements, as requested by Columbia Water. Award to the lowest responsive bidder for each project in the total amount of \$1,939,423.62. – *Approved*

Item	Vendor	Description	Amount
a.	GH Smith Construction Company, Inc. Columbia, SC	Asphalt repair on Coldstream Drive and Meridian Court, as requested on March 17, 2025.	\$206,769.36
<i>Funding Source: Engineering-Water Systems Improvement – Special Contracts-Water/Sewer, Stormwater (5516220-638305). The original budget amount is \$206,769.36.</i>			
b.	Pascon, LLC Lexington, SC	Digester #1 solids removal at the Metro Wastewater Treatment Plant, as requested on May 30, 2025.	\$96,433.50
<i>Funding Source: Utilities Metro Wastewater Treatment Plant - Special Projects (5516208-638500). The original budget amount is \$96,433.50.</i>			
c.	Tencarva Machinery Company Columbia, SC	Purchase of two (2) mixed sludge pumps at the Metro Wastewater Treatment Plant, as requested on May 30, 2025.	\$156,600.00
<i>Funding Source: Utilities Metro Wastewater Treatment Plant – Machinery and Equipment-Capital (5516208-658300). The original budget amount is \$156,600.00.</i>			
d.	Lake Murray Utility Company, Inc. Chapin, SC	Repair work on a broken waterline at 606 Trenholm Road, as requested on June 10, 2025.	\$125,280.00
<i>Funding Source: Engineering-Water Systems Improvement – Special Contracts-Water/Sewer, Stormwater (5516220-638305). The original budget amount is \$125,280.00.</i>			
e.	Charles R. Underwood, Inc. Sanford, NC	Purchase of a United Flo Pump to replace the existing Morris Pump at the Metro Wastewater Treatment Plant, as requested on June 20, 2025.	\$146,673.72
<i>Funding Source: Utilities Metro Wastewater Treatment Plant – Machinery and Equipment-Capital (5516208-658300). The original budget amount is \$146,673.72.</i>			
f.	TK Elevator Corporation Atlanta, GA	Elevator repair at 1800 Main Street, as requested on June 26, 2025.	\$58,244.56
<i>Funding Source: General Support Services – Buildings and Fixed Equipment (1011201-659300). The original budget amount is \$58,244.56.</i>			
g.	CR Jackson, Inc. Columbia, SC	Asphalt repair at 5017 Two Notch Road, as requested on July 11, 2025.	\$86,347.75



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<i>Funding Source: Engineering – Water Systems Improvement – Special Projects (5516220-638500). The original budget amount is \$86,347.75.</i>			
h.	Accessible Technologies, Inc. Lenexa, KS	Purchase of a thickener wet well blower, as requested on July 25, 2025.	\$54,648.00
<i>Funding Source: Utilities Metro Wastewater Treatment Plant – Machinery and Equipment-Capital (5516208-658300) \$52,272.00; Utilities Metro Wastewater Plant – Equipment Repair/Services Supply (5516208-631800) \$2,376.00. The original budget amount is \$54,648.00.</i>			
i.	L-J, Inc. Cayce, SC	Martha's Glen Stormwater pipe replacement, as requested on July 25, 2025.	\$421,400.53
<i>Funding Source: Storm Water Improvement Capital Project Control – Martha's Glen Pipe Replacement – Capital Project Costs (5549999-SD853801-658650). The original budget amount is \$421,400.53.</i>			
j.	L-J, Inc. Cayce, SC	Queen and Preston Street manhole replacement, as requested on August 22, 2025.	\$453,567.00
<i>Funding Source: Storm Water Improvement Capital Project Control – Queen/Preston Manhole Replacement – Capital Project Costs (5549999-SD855001-658650). The original budget amount is \$453,567.00.</i>			
k.	Lake Murray Utility Company, Inc. Chapin, SC	Thornwell Court waterline upgrade, as requested on August 22, 2025.	\$133,459.20
<i>Funding Source: Water and Sewer Capital Projects – Thornwell Water Maintenance Upgrade - Capital Project Costs (5529999-WM486701-658650). The original budget amount is \$133,459.20.</i>			
Total			\$1,939,423.62

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

First reading approval was given on August 19, 2025.

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

First reading approval was given on August 19, 2025.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 16, 2025

34. AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE to amend standards for duplexes and setbacks in RD-MV District – *Approved on second reading.*

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

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

Applicant: Andrew Livengood, Zoning Administrator

Staff Recommendation: Approval

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

First reading approval was given on August 19, 2025.

35. ZONING MAP AMENDMENT for 1013 Duke Avenue, TMS# 09214-01-04 – *Approved on second reading.*

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

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

Council District: 1

Applicant: Jeremy Shreve, Lenoir Rhyne University

Staff Recommendation: Approval

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

First reading approval was given on August 19, 2025.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 16, 2025

36. ZONING MAP AMENDMENT for 1001, 1005, 1007, 1009, 1011, and 1103 Wildwood Avenue, TMS# 09215-18-11, 09215-18-10, 09215-18-09, and 09215-17-01 – *Approved on second reading.*

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

*Proposal: Request to rezone the property from Planned Development District (PD) in a Historic Preservation Overlay District (OV-HP) to Residential Single Family – Small Lot District (RSF-3) in a Historic Preservation Overlay District (OV-HP).
Council District: 1*

Applicant: Jeremy Shreve, Lenoir Rhyne University

Staff Recommendation: Approval

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

First reading approval was given on August 19, 2025.

37. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 302 Turnwall Lane, TMS# 28911-03-02 – *Approved on second reading.*

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

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

Council District: 4

Applicant: Florence D. Davidson

Staff Recommendation: Approval

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



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 16, 2025

First reading approval was given on August 19, 2025.

38. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 229 Charles Towne Court, TMS# 19206-09-20 – *Approved on second reading.*

Ordinance No.: 2025-068 - Annexing 229 Charles Towne Court, Richland County TMS # 19206-09-20 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on second reading.

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

Council District: 4

Applicant: Simon Holliday, Jr.

Staff Recommendation: Approval

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

First reading approval was given on August 19, 2025.

CONSIDERATION OF BIDS, CONTRACTS AND CHANGE ORDERS

39. Council is asked to approve Contract Amendment #4 for Project PK005608; Finlay Park Revitalization and Construction Services, as requested by the Parks and Recreation Department on September 8, 2025. Award to Mashburn Construction Company, Inc., in an amount not to exceed \$687,198.00. The current term of the contract ends on January 7, 2026. This contractor is located in Columbia, SC. – *Approved*

Funding Source: General Capital Projects - Finlay Park Rehabilitation - Capital Project Costs (4039999-PK005608-658650). The current budget amount is \$24,251,865.12. The budget amount for this amendment is \$687,198.00. The revised budget amount is \$24,939,063.12

Mashburn Construction Company, Inc., is the prime and will provide general contractor services at 51.14% (\$351,461.00) of the total amendment amount.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 16, 2025

The following subcontractor will provide additional services:

Pickletile, LLC, located in Austin, TX, will provide turnkey pickle ball court services at 23.52% (\$161,646.00) of the amendment amount.

Brabham Fence Company located in Columbia, SC, will provide exterior fencing services at 25.34% (\$174,091.00) of the amendment amount.

Mayor Rickenmann noted for the record that previously appropriated funds will cover the contract for fencing, pickleball, and related items.

Upon a motion made by Mr. Bailey and seconded by Mr. McDowell, Council voted unanimously to approve Contract Amendment #4 for Project PK005608; Finlay Park Revitalization and Construction Services, as requested by the Parks and Recreation Department on September 8, 2025. Award to Mashburn Construction Company, Inc., in an amount not to exceed \$687,198.00. The current term of the contract ends on January 7, 2026. This contractor is located in Columbia, SC.

Ms. Teresa Wilson, City Manager thanked City Council for their support of the revitalization of Finlay Park. This has been one of the most significant projects as of late and we look forward to the community being able to see it on November 15, 2025.

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

Council opened the public hearing at 5:46 p.m.

40. Amendment to the Unified Development Ordinance to include 2608 Cardinal Street, TMS#09114-02-24, as a Type 3 Landmark – *Approved on first reading.*

Ordinance No.: 2025-073 - Amending the Unified Development Ordinance of the City of Columbia, South Carolina, Appendix C: Type 3 Landmarks – Approved on first reading.

Proposal: Amend the Unified Development Ordinance, Chapter 17, Appendix C: Type 3 Landmarks to establish the property as a City of Columbia Landmark.

Council District: 1

Applicant: Andrew Livengood, Zoning Administrator, Planning & Development



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 16, 2025

Services

Staff Recommendation: Approval

PC Recommendation: 08/14/2025; Approval (5-0)

D/DRC Recommendation: 08/21/2025; Approval (6-0)

Mayor Rickenmann requested clarification of what a Type 3 Landmark is.

Ms. Krista Hampton, Director of Planning and Development Services explained that a Type III landmark is of local historical significance, though not as great as Types I or II. The designation discussed applied to mid-century homes originally built for physicians at the Bull Street campus. While located in the Cottontown district, the property does not contribute to the district and will instead be designated individually.

Upon a motion made by Ms. Herbert and seconded by Mr. Bailey, Council voted unanimously to give first reading approval to Ordinance No.: 2025-073 - Amending the Unified Development Ordinance of the City of Columbia, South Carolina, Appendix C: Type 3 Landmarks to include 2608 Cardinal Street.

41. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 3404 Two Notch Road, 3422 Two Notch Road, and 1138 Head Street, TMS# 14102-06-23 – *Approved on first reading.*

Ordinance No.: 2025-074 - Annexing 3404 Two Notch Road, 3422 Two Notch Road, and 1138 Head Street, Richland County TMS # 14102-06-23 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading.

Proposal: Request to annex the property, assign the land use classification of Community Activity Corridor (AC-2) and assign zoning of Community Activity Center/Corridor District (CAC) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned General Commercial (GC) by Richland County.

Council District: 2

Applicant: Joseph McDougall

Staff Recommendation: Approval

PC Recommendation: 08/14/2025; Approval (5-0)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 16, 2025

Ms. Diane Wiley, 4036 Webb Street asked for clarity about the zoning for this property. She also raised concerns about undocumented rentals and disruptive activity in her neighborhood. She voiced opposition to certain businesses such as liquor stores and tattoo parlors.

Upon a motion made by Mr. McDowell and seconded by Mr. Bailey, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 3404 Two Notch Road, 3422 Two Notch Road, and 1138 Head Street, TMS# 14102-06-23 **and** Ordinance No.: 2025-074 - Annexing 3404 Two Notch Road, 3422 Two Notch Road, and 1138 Head Street, Richland County TMS # 14102-06-23 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

42. ZONING MAP AMENDMENT for Portion of 151 Clemson Road, TMS# 25705-07-27 (portion) – *Approved on first reading.*

Ordinance No.: 2025-075- Amending the Official Zoning Map to modify the zoning for portion of 151 Clemson Road, Richland County TMS # 25705-07-27 (portion) – Approved on first reading.

Proposal: Request to rezone the property from Mixed Use District (MU-2) to Mixed Use District (MU-2), Outdoor Advertising Sign Overlay District (OV-OAS) to allow an outdoor advertising (billboard) sign.

Council District: 4

Applicant: Mason Sullivan, Lamar Advertising of Columbia

Staff Recommendation: Denial

PC Recommendation: 08/14/2025; Approval (4-2)

Mr. Mason Sullivan, applicant thanked City Council for their consideration on the matter and commended City staff, noting positive experiences over the past several years with the Planning, Forestry, Business Licensing, and Building departments. He specifically recognized Mr. Andrew Livengood and Ms. Lucinda Statler for their assistance. He explained that the company is requesting to remove two billboards in order to rebuild one at a suitable location.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 16, 2025

There was discussion about the selection of billboards; project status; advertisement suggestion; the staff recommendation of denial; neighborhood concerns; and rezoning signage.

Upon a motion made by Mr. Brown and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to the Zoning Map Amendment for a Portion of 151 Clemson Road, TMS# 25705-07-27 (portion) **and** Ordinance No.: 2025-075- Amending the Official Zoning Map to modify the zoning for portion of 151 Clemson Road, Richland County TMS # 25705-07-27 (portion).

Council closed the public hearing at 5:56 p.m.

RESOLUTION

43. Resolution No.: R-2025-066 - Resolving to Consider Ordinance No.: 2025-079 Amending the 1998 Code of Ordinances, Chapter 17 (Unified Development Ordinance) §17-4.2(b)(4) Principal Use Table for Base Zoning Districts; and §17-9.3(a)5.j.3; and adding §17-9.3(a)5.j.4; and Setting and Advertising to the Public the Date of a Public Hearing on this Ordinance; and, referring this Ordinance to the Planning Commission for its Consideration; and Invoking the Pending Ordinance Doctrine with Respect to this Ordinance - *Deferred*

Councilor Brennan stated a potential conflict of interest and abstained from discussing this and future short term rental matters. As a commercial real estate developer with an ownership share in a downtown property under construction, he explained the property may include long-term, midterm, and short-term rental options and that his abstention is per the recommendation of City legal counsel.

Upon a motion made by Mayor Rickenmann and seconded by Mr. Brown, Council voted unanimously to defer Resolution No.: R-2025-066 - Resolving to Consider Ordinance No.: 2025-079 Amending the 1998 Code of Ordinances, Chapter 17 (Unified Development Ordinance) §17-4.2(b)(4) Principal Use Table for Base Zoning Districts; and §17-9.3(a)5.j.3; and adding §17-9.3(a)5.j.4; and Setting and Advertising to the Public the Date of a Public Hearing on this Ordinance; and, referring this Ordinance to the Planning Commission for its Consideration; and Invoking the Pending Ordinance Doctrine with Respect to this Ordinance. Mr. Brennan abstained from voting due to a potential conflict of interest.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 16, 2025

ORDINANCES - SECOND READING

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

First reading approval was given on August 5, 2025.

Upon a motion made by Mayor Rickenmann and seconded by Mr. Bailey, Council voted unanimously to give second reading approval to Ordinance No.: 2025-064 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article IX, Short-term rental regulations subject to the following additional amendments. Mr. Brennan abstained from voting due to a potential conflict of interest.

In section 5-401, definition of responsible local representative – we are not adding the requirement that the responsible local representative have a property manager's license. We are only adding the last sentence, which is, "The responsible local representative may be the property owner or his or her designee."

In section 5-402, subsection 8, the minimum guest's age is changed from 18 in the original ordinance to 21. This is different than the previously discussed potential change to 25.

In section 5-402, subsection 9, the minimum stay will not be edited and will remain at one night.

In section 5-402, subsection 12, we will not be adding the last sentence of the proposed edit. We will only be adding, "These parking spaces cannot be street parking spaces."

In section 5-402, subsection 16, the proposed language stated that a local booking **MUST** be canceled. This is being changed to state that, "Such a booking **MAY** be canceled..."

In section 5-403, subsection a, the second and third sentences will be deleted. These reflected grace periods during the original implementation of the STR permitting process. Removing them will prevent future misunderstandings that may include the idea that a new STR can function for any period of time without a permit.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 16, 2025

In section 5-410, we are adding language to make each violation of the ordinance a punishable by a \$500 fine if the owner does not come into compliance after a 15-day notice period. The full section will read, “The failure of an STR owner to obtain a permit in accordance to and abide by the provisions of this section, within 15 days after notice of noncompliance, shall result in an administrative penalty of \$500.00 per offense. Each day of violation shall be considered a separate offense.”

ORDINANCES - FIRST READING

45. Ordinance No.: 2025-063 - Repealing Ordinance No.: 2025-054 that Established a Moratorium on the Issuance of New Permits in Residential Areas Pursuant to Columbia’s Short-Term Rental Ordinance at Columbia Code Section 5-400 et seq – *Deferred*

Upon a motion made by Mayor Rickenmann and seconded by Mr. McDowell, Council voted unanimously to defer Ordinance No.: 2025-063 - Repealing Ordinance No.: 2025-054 that Established a Moratorium on the Issuance of New Permits in Residential Areas Pursuant to Columbia’s Short-Term Rental Ordinance at Columbia Code Section 5-400 et seq. Mr. Brennan abstained from voting due to a potential conflict of interest.

46. Ordinance No.: 2025-071 - Approval for Conveyance of Tract 15 (0.078 Acre) Being a Portion of the Columbia Northeast Fire & Police Station located at 446 Spears Creek Church Road to the South Carolina Department of Transportation for Spears Creek Church Road Widening Project; Richland County TMS#25700-02-15 (Portion); CF#250-669 – *Approved on first reading.*

Upon a motion made by Mr. Bailey and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to Ordinance No.: 2025-071 - Approval for Conveyance of Tract 15 (0.078 Acre) Being a Portion of the Columbia Northeast Fire & Police Station located at 446 Spears Creek Church Road to the South Carolina Department of Transportation for Spears Creek Church Road Widening Project; Richland County TMS#25700-02-15 (Portion); CF#250-669.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 16, 2025

47. Ordinance No.: 2025-072 - Amending the Business License Ordinance of the City of Columbia to update the class schedule as required by Act 176 of 2020 – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Bailey, Council voted unanimously to give first reading approval to Ordinance No.: 2025-072 - Amending the Business License Ordinance of the City of Columbia to update the class schedule as required by Act 176 of 2020.

48. Ordinance No.: 2025-076 - Authorizing the City of Columbia, South Carolina, to execute and deliver an equipment lease purchase agreement in the amount of not exceeding \$4,000,000 between the City and the Lessor thereof to defray the cost of acquiring certain equipment; and other matters relating thereto. – *Approved on first reading.*

Upon a motion made by Mr. Bailey and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to Ordinance No.: 2025-076 - Authorizing the City of Columbia, South Carolina, to execute and deliver an equipment lease purchase agreement in the amount of not exceeding \$4,000,000 between the City and the Lessor thereof to defray the cost of acquiring certain equipment; and other matters relating thereto.

49. Ordinance No.: 2025-077 - Authorizing the City Manager to Execute Leases for Hazard Mitigation Grant Program/Housing and Urban Development Flood Properties Acquired through the FEMA Disaster Relief and Emergency Assistance Act for 1735 Roslyn Drive and 1651 Roslyn Drive – *Approved on first reading as amended.*

Upon a motion made by Mr. Bailey and seconded by Mr. Brennan, Council voted unanimously to give first reading approval to Ordinance No.: 2025-077 - Authorizing the City Manager to Execute Leases for Hazard Mitigation Grant Program/Housing and Urban Development Flood Properties Acquired through the FEMA Disaster Relief and Emergency Assistance Act for 1735 Roslyn Drive and 1651 Roslyn Drive, as amended to withdraw 1735 Roslyn Drive.

50. Ordinance No.: 2025-078 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Vulcan Development, LLC – Richland County Portion of TMS# R09113-16-01) – *Approved on first reading.*

Endorsed by the Economic Development & Infrastructure Committee on August 26, 2025.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 16, 2025

Upon a motion made by Mr. Brown and seconded by Mr. Brennan, Council voted unanimously to give first reading approval to Ordinance No.: 2025-078 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Vulcan Development, LLC – Richland County Portion of TMS# R09113-16-01).

RESOLUTIONS

51. Resolution No.: R-2025-057 - Authorizing acceptance and dedication of streets known as a portion of Ashcroft Circle, Brockway Drive, Clairmeade Way and Durwin Way, located in Ashcroft, Phase 1; Richland County TMS#25711-05-01; CF#352-49 – *Approved*

Upon a motion made by Mr. Bailey and seconded by Mr. Brown, Council voted unanimously to approve Resolution No.: R-2025-057 - Authorizing acceptance and dedication of streets known as a portion of Ashcroft Circle, Brockway Drive, Clairmeade Way and Durwin Way, located in Ashcroft, Phase 1; Richland County TMS#25711-05-01; CF#352-49.

52. Resolution No.: R-2025-058 - Authorizing acceptance and dedication of streets known as Old LeGrand Road (formerly S-40-1296 and L-4592; 75' R/W) and Old LeGrand Road Relocation (0.23 Acre; 4.24' to 25' to 33' R/W); Richland County TMS#17104 and TMS#17104-02-05; CF#250-649 & CF#355-77 – *Approved*

Upon a motion made by Mr. Brennan and seconded by Ms. Herbert, Council voted unanimously to approve Resolution No.: R-2025-058 - Authorizing acceptance and dedication of streets known as Old LeGrand Road (formerly S-40-1296 and L-4592; 75' R/W) and Old LeGrand Road Relocation (0.23 Acre; 4.24' to 25' to 33' R/W); Richland County TMS#17104 and TMS#17104-02-05; CF#250-649 & CF#355-77.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 16, 2025

53. Resolution No.: R-2025-059 - Authorizing Condemnation for Easement Acquisition for CIP Project #SS7620 for the Swygert Creek Sanitary Sewer Trunk Line; Richland County TMS#12200-02-28 and TMS#12300-13-29; CF#250-578 (CF# DPO-2023-04-0031) - *Approved*

Upon a motion made by Mr. Bailey and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2025-059 - Authorizing Condemnation for Easement Acquisition for CIP Project #SS7620 for the Swygert Creek Sanitary Sewer Trunk Line; Richland County TMS#12200-02-28 and TMS#12300-13-29; CF#250-578 (CF# DPO-2023-04-0031).

54. Resolution No.: R-2025-062 - Authorizing acceptance and dedication of streets known as a portion of Sycamore Leaf Lane, Magnolia Petal Drive, and Sapphire Gem Lane, located in The Cottages at Woodcreek; Richland County TMS#25716-06-01; CF#352-39 - *Approved*

Upon a motion made by Ms. Herbert and seconded by Mr. McDowell, Council voted unanimously to approve Resolution No.: R-2025-062 - Authorizing acceptance and dedication of streets known as a portion of Sycamore Leaf Lane, Magnolia Petal Drive, and Sapphire Gem Lane, located in The Cottages at Woodcreek; Richland County TMS#25716-06-01; CF#352-39.

55. Resolution No.: R-2025-064 - Approving the Installation of a Public Art Project at Saluda Riverwalk - *Approved*

Endorsed by the Arts, Historic Preservation & Philanthropy Committee on August 5, 2025.

Upon a motion made by Mr. Bailey and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2025-064 - Approving the Installation of a Public Art Project at Saluda Riverwalk.

Mayor Rickenmann explained that 12 different locations have been selected across the city for 34 peace poles. I hope people will enjoy them and have the opportunity to embrace their meaning and the artistic efforts behind them.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 16, 2025

EVENT RESOLUTIONS

56. Resolution No.: R-2025-043 - Authorizing consumption of beer, wine, and liquor at Frosted Blooms within the 1300 and 1400 blocks of Blanding Street on Saturday, October 11, 2025 – *Approved*

Upon a motion made by Mr. Brennan and seconded by Mr. Brown, Council voted unanimously to approve Resolution No.: R-2025-043 - Authorizing consumption of beer, wine, and liquor at Frosted Blooms within the 1300 and 1400 blocks of Blanding Street on Saturday, October 11, 2025.

57. Resolution No.: R-2025-056 - Ratifying and Authorizing the consumption of beer and wine only at Town Theatre's Season Opening Party at 1012 Sumter Street on Friday, September 12, 2025 – *Approved*

Upon a motion made by Mr. Brennan and seconded by Mr. Brown, Council voted unanimously to approve Resolution No.: R-2025-056 - Ratifying and Authorizing the consumption of beer and wine only at Town Theatre's Season Opening Party at 1012 Sumter Street on Friday, September 12, 2025.

APPOINTMENTS

58. Columbia Tree and Appearance Commission – *Approved*

Upon a motion made by Ms. Herbert and seconded by Mr. Brown, Council voted unanimously to approve the appointment of Ms. Betsy Williamson, Mr. Gray Taylor, Ms. Susan Hitchcock and Mr. Casey Williams to the Columbia Tree and Appearance Commission for a three-year term.

59. Food Policy Committee – *Approved*

Upon a motion made by Mayor Rickenmann and seconded by Mr. McDowell, Council voted unanimously to approve the appointment of Ms. Erin Brown, Ms. Alexis Free-Jenkins, Ms. Julia Turner, Ms. Aliyah Scott, and Ms. Kimyatta Southern to the Food Policy Committee for a two-year term.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 16, 2025

60. Parks and Recreation Foundation – *Approved*

Upon a motion made by Ms. Herbert and seconded by Mr. Brennan, Council voted unanimously to approve the appointment of Mr. Bob Evans and Mr. Brandon Buchanan to the Parks and Recreation Foundation for a three-year term.

CITY COUNCIL COMMITTEE REPORTS, REFERRALS AND NEW BUSINESS

Upon a motion made by Mr. Brennan and seconded by Ms. Herbert, Council voted unanimously to refer a contractual discussion on the Transit Center to the Economic Development and Infrastructure Committee.

Mayor Rickenmann reported that during the previous Council Legislative Committee meeting, new information was provided regarding local government authority to regulate golf cart use. He noted the increased commercial use of golf carts and suggested reviewing the current ordinance to consider potential safety updates. He also shared that he has received multiple constituent complaints regarding noncompliance with road requirements.

Upon a motion made by Mr. Brennan and seconded by Mr. Brown, Council voted unanimously to refer the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 12, Motor Vehicles and Traffic to the Public Safety Committee to discuss golf cart regulations, as requested by The Honorable Daniel J. Rickenmann.

PUBLIC INPUT

Mr. Deon Generette shared information about *Biz Arts*, a collaboration with the Office of Business Opportunities. The initiative aims to fuse business and the arts to support small businesses and creatives while aligning with the City's vision for growth. The first event will be held on Sunday, September 21, 2025 at the Columbia Museum of Art and will feature local partners including Mark Rapp of Cola Jazz, Jared Jenkins, representatives from Richland County, and Councilman Bailey.

Mr. Wade Fulmer expressed concerns with nuisance dog barking and an over 22-month delay in resolving his issue.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 16, 2025

EXECUTIVE SESSION

Upon a motion made by Mr. Brennan and seconded by Mr. Brown, Council voted unanimously to enter into Executive Session at 6:25 p.m. to discuss **Items 61** through **64**.

61. Discussion of negotiations incident to the proposed sale of property §30-4-70(a)(2)
 - *801 Blossom Street*
 - *816 Greene Street*
62. Discussion of matters relating to the proposed location, expansion, or provision of services encouraging location or expansion of industries or other businesses in the area served by the public body pursuant to S.C. Code §30-4-70(a)(5)
 - *Project Congaree*
63. Receipt of legal advice relating to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)
 - *Homeless Services*
64. Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S.C. Code §30-4-70(a)(2)
 - *Swinda Evans v. City of Columbia*
 - *Timothy Davis v. City of Columbia*
 - *Junior Williams v. City of Columbia*
 - *Estate of Ashley Brown v. City of Columbia*

ADJOURNMENT

The meeting was adjourned at 7:57 p.m.

Respectfully submitted:

Erika D. Moore Hammond, MMC, CPM
City Clerk



MEETING DATE: October 7, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Special Recognition - Mr. William "Skip" Holbrook,
Police Chief / Columbia Police Department

**FUNDING SOURCE &
ORIGINAL BUDGET:**



MEETING DATE: October 7, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Latino-Hispanic Business Day Proclamation - The Honorable Daniel J. Rickenmann, Mayor

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** "Latino-Hispanic Business Day" (DOCX)



**City of Columbia
A Proclamation**

Whereas, the City of Columbia is committed to fostering inclusivity by providing a wide range of business resources and support services in Spanish, aimed at empowering minority-owned enterprises; and

Whereas, from September 15 to October 15, the United States observes National Hispanic Heritage Month, honoring and celebrating the rich cultural heritage, traditions, and significant contributions of the Hispanic community; and

Whereas, the City of Columbia recognizes and embraces the continued growth and impact of Latino-Hispanic owned businesses across diverse sectors, including but not limited to, the restaurant, grocery, construction, cosmetology, and automotive industries; and

Whereas, Vanessa Mota, Chief Executive Officer of Mota Enterprises, established the inaugural Latino Business Day on October 15th, 2019, in the City of Columbia, as a formal acknowledgment of the Latino community's vital contributions to local economic development and individual achievement; and

Whereas, the City of Columbia proudly celebrates and honors the accomplishments and economic impact of Latino-Hispanic businesses and will continue to recognize related events and festivities during National Hispanic Heritage Month;

NOW, THEREFORE I, Daniel J. Rickenmann, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim October 15, 2025 as

“Latino-Hispanic Business Day”

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

Daniel J. Rickenmann
Mayor

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

William Brennan
District III, Council Member

Aditi Bussells
At-Large, Council Member

Tina N. Herbert
District I, Council Member

Peter M. Brown
District IV, Council Member

Tyler D. Bailey
At-Large, Council Member



MEETING DATE: October 7, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Customer Services Week Proclamation - The Honorable Daniel J. Rickenmann. Mayor

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** Customer Service Week (DOCX)



**City of Columbia
A Proclamation**

WHEREAS, National Customer Service Week is set aside to recognize the importance of service excellence and to honor those who demonstrate outstanding customer service and consistently perform their duties with the highest level of professionalism; and

WHEREAS, customer service in local government is critical for connecting people with services, building trust with residents, helping business representatives navigate complex processes, addressing unique challenges, and creating positive experiences with government agencies; and

WHEREAS, the City of Columbia believes that mutual respect, integrity, empathy, and initiative are necessary to provide consistently positive customer service and recognizes that customer service is the responsibility of everyone at all levels of the organization; and

WHEREAS, the City Council desires to express its appreciation for the excellent service provided by employees of the City of Columbia; and

WHEREAS, by recognizing National Customer Service Week, we can provide an opportunity to generate an even stronger commitment to customer service excellence through motivation and teamwork to continue throughout the year

NOW, THEREFORE I, Daniel J. Rickenmann, Mayor of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim October 6 – 10, 2025, as

“Customer Service Week”

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

Daniel J. Rickenmann
Mayor

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

William Brennan
District III, Council Member

Aditi Bussells
At-Large, Council Member

Tina N. Herbert
District I, Council Member

Peter M. Brown
District IV, Council Member

Tyler D. Bailey
At-Large, Council Member



MEETING DATE: October 7, 2025

DEPARTMENT: Columbia Fire Department

FROM: *Aubrey Jenkins, Fire Chief*

SUBJECT: Fire Safety Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

FOCUS AREAS: Communications, Safe Communities

ATTACHMENTS:

- **#a:** 2025 National Fire Prevention Month Proclamation (DOCX)



A Proclamation

WHEREAS, the City of Columbia, S.C. is committed to ensuring the safety and security of all those living in and visiting Columbia; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are where people are at greatest risk from fire; and

WHEREAS, fire departments in the U.S. responded to roughly 470,000 structure fires in 2023 according to the National Fire Protection Association; and

WHEREAS the Columbia-Richland Fire Department responded to 576 structure fires over the course of 2024; and

WHEREAS, the city's fire department is dedicated to reducing the occurrence of home fires and home fire injuries through fire prevention and education; and

WHEREAS, CRFD's Fire Prevention Division performed 4,347 fire inspections in 2024 and also reviewed 88 site plans, 58 fire alarm plans and 74 building sprinkler plans; and

WHEREAS, Fire Prevention Week provides an opportunity for residents to learn about fire risks, practice safe habits and honor the dedication of firefighters and first responders; and

WHEREAS, the department's Fire Education Office provided 160 fire safety presentations and installed more than 350 free alarms for citizens in need over the course of last year; and

WHEREAS, these outreach efforts resulted in the Columbia-Richland Fire Department being named a Fire Safe South Carolina Community for the sixth straight year by Fire Safe South Carolina; and

WHEREAS, residents of the City of Columbia and Richland County are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2025 Fire Prevention Month theme, "Charge into Fire Safety: Lithium Ion Batteries in Your Home" effectively serves to remind the public about the importance of using and disposing of batteries safely;

NOW, THEREFORE I, Daniel J. Rickenmann, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council do hereby proclaim October 1-31, 2025.

Fire Prevention Month 2025

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

Daniel J. Rickenmann
Mayor

Tyler D. Bailey
At Large, Council Member

Edward H. McDowell
District II, Council Member

William Brennan
District III, Council Member

Dr. Aditi Bussells
At-Large, Council Member

Tina N. Herbert
District I, Council Member

Peter Brown
District IV, Council Member



MEETING DATE: October 7, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

FOCUS AREAS: Planning Together, Vibrant Community

ATTACHMENTS:

- **#a:** Community Planning Month (DOCX)



**City of Columbia
A Proclamation**

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, planners can help navigate this change with data-driven insights and expertise that provide better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning require public officials who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of appointed members of planning commission members, citizen planners, and professional community and regional planners who have contributed their time and expertise to the improvement of the City of Columbia; and

WHEREAS, we encourage the citizens of Columbia to actively participate in these critical planning processes so that the community's vision is expressed through the development of plans, the adoption of policy documents, and the day-to-day work and budgetary investments of local governments.

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

“Community Planning Month”

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

Daniel J. Rickenmann
Mayor

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

William Brennan
District III, Council Member

Aditi Bussells
At-Large, Council Member

Tina N. Herbert
District I, Council Member

Peter M. Brown
District IV, Council Member

Tyler D. Bailey
At-Large, Council Member



MEETING DATE: October 7, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Black Expo Update - Mr. Darrin Thomas, President
of Thomas Media Group, LLC

**FUNDING SOURCE &
ORIGINAL BUDGET:**



MEETING DATE: October 7, 2025

DEPARTMENT: Economic Development

FROM: *Ryan Coleman, Director of Economic Development*

SUBJECT: Council is asked to approve the Fiscal Year 2025/2026 Contract Renewal for services related to the retention of Military Personnel, Services and Operations located at Fort Jackson, as requested by the Economic Development Department on August 26, 2025. Award to the Greater Columbia Chamber of Commerce in the amount of \$53,500.00. This firm is located in Columbia, SC.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Economic Development - Special Projects (5518419-638500). The original budget amount is \$53,500.00.

FOCUS AREAS: Economic Growth

ATTACHMENTS:

- **#a:** APPROVED - 25027552 - Greater Columbia Chamber of Commerce 2025-26 (PDF)
- **#b:** Scope of Continuing Professional Services Cassidy and Columbia 2025-2026(PDF)

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) **CONTRACT FOR PROFESSIONAL SERVICES**

THIS CONTRACT is entered into between the City of Columbia (hereinafter called the "City") and the Greater Columbia Chamber of Commerce (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Consultant to provide consulting services to the City, as specified in Exhibit A for fiscal year (FY) 2025-2026;

NOW, THEREFORE, in consideration of and for the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. CONTRACT FOR SERVICES

The City hereby engages the Consultant and the Consultant hereby agrees to perform the services hereafter set forth in Exhibit A.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Consultant shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Exhibit A, attached hereto. The Consultant has specialized knowledge to complete the projects without any training from the City and shall perform the tasks in the order and in the manner that Consultant determines is most effective and efficient without any City control over the details of Consultant's performance. Nothing in this contract shall prohibit the City and Consultant from entering into separate agreements for specific projects.

3. TERM OF AGREEMENT

This Contract shall be effective upon signing and shall expire on June 30, 2026, unless terminated earlier as provided herein.

4. METHOD OF PAYMENT

In consideration of the services performed hereunder and upon receipt of an invoice, the City will make two (2) payments of Twenty-Six Thousand Seven Hundred Fifty and No/100 Dollars (\$26,750.00) to Consultant. The first payment will be made on or after August 1st of the fiscal year, pending review and approval of the contract by the City. The second payment will be made on or after February 1st of the same fiscal year, pending a second review of the scope of work to ensure the terms of the contract are being met by Consultant in timely fashion.

5. 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 the 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.

6. ETHICS

Consultant and any subconsultant(s) acknowledge that they are subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, *et seq.*, 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 the intent to:

- A. Influence the discharge of a public official's, public member's, or public employee's official responsibilities;
- B. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
- C. Induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

7. FINDINGS CONFIDENTIAL

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

In the event that the City receives a Freedom of Information Act request to provide confidential or proprietary information of the Consultant, City will notify Consultant as soon as practicable of such request.

8. ACCESS TO RECORDS

The Consultant shall make available for examination all of its records with respect to all matters covered by this contract and shall maintain such records for a period not less than three (3) years

after receipt of final payment under this Contract. All requests for access to Consultant's records shall be made in writing.

9. COPYRIGHT

No reports or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

10. AMENDMENTS

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

The City may, in its discretion, amend this 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, Appendix A, 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 parties.

11. ASSIGNABILITY/SUB-CONSULTING

The Consultant shall not assign or subcontract any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its sub-Consultants, as it is for the acts and omissions of persons directly employed by the Consultant.

The Consultant shall furnish and cause each of its sub-Consultants to furnish all information and reports required hereunder.

12. INDEPENDENT CONSULTANT

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at all times remain an independent Consultant with respect to the services to be performed under this Contract. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

13. BREACH / WAIVER

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

14. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant 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 Contract shall become the possession of the City.

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

15. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Consultant 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.

16. INTEREST OF CONSULTANT

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

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

17. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor 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 nondiscrimination clause. The Contractor shall state that it will receive

consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will incorporate these equal employment opportunity requirements in all subcontracts for program work.

18. LICENSES, PERMITS AND TAXES

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 the Agreement. The Consultant shall be responsible for any costs relating to same.

The Consultant shall procure and maintain a City of Columbia business license while performing services under the Agreement.

19. REMEDIES

The Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under the Agreement prior to the effective date of the termination. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under the 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.

20. SEVERABILITY

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of Applicable law.

21. COMPLIANCE WITH LOCAL LAWS

The Consultant shall comply with all applicable laws, ordinances, and codes of the state and local government in performing the work provided under this Contract.

22. PERSONNEL

All of the services required hereunder shall be performed by the Consultant and all personnel engaged in the work will be fully qualified and shall be authorized or permitted under state and local law to perform the services identified in Appendix A, Scope of Services.

The Consultant represents that Consultant has, or will secure at Consultant's own expense, all personnel required in performing the services under the Contract.

23. WHOLE AGREEMENT

The Agreement represents the entire Agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Amendment signed by both the City and the Consultant may amend the Agreement.

24. GOVERNING LAW

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of South Carolina. Any dispute arising between any of the parties hereto regarding the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts within the State of South Carolina.

IN WITNESS WHEREOF, the City and the Consultant have entered into this Agreement as of the date first above written.

Greater Columbia Chamber of Commerce CITY OF COLUMBIA

BY: _____

BY: _____

TITLE: _____

TITLE: Teresa B. Wilson, City Manager

DATE: _____

DATE: _____

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 9/3/2025

CASSIDY & ASSOCIATES

Scope of Continuing Professional Services for 2025-2026

Introduction

Cassidy & Associates is currently providing services to the Columbia Chamber of Commerce to support the economic impact provided by South Carolina's military installations and defense related activities, with most activities dedicated towards enhancing and growing Fort Jackson and McEntire Joint National Guard base, and additional activities in support of Camp McCrady and Shaw Air Force Base as needed. We believe that the events of the past year have proven once again the value of our strategic approach and partnership in promoting defense-related economic development and the continuing challenge of maintaining military installation infrastructure in a difficult federal budget environment.

In years of budget sequestration, border wall funding cancelling military construction, and reduced facility investment, the Department of Defense continued to invest in the region, and most specifically, in Fort Jackson. We survived three years of significant MILCON and SRM budget reductions, however emerged with great news stories for the Midlands, with more than \$100M in MILCON SRM being spent at Fort Jackson in the last three years. Specifically, in FY 2024, our Congressional delegation, led by Senator Graham, did the hard work of adding more than \$100M in new funding both in the authorization and appropriations bills in the form of congressionally directed spending to ensure the cost overruns for Fort Jackson's Reception Barracks Complex, Ph2: Cost to Complete.

We have heard, however, that the Department of Defense is reaching a critical juncture on the additional project requirements brought forth by cost to complete programs, and we anticipate a breaking point soon with the Army Corps as it struggles to keep up with the demand from Congress to keep projects on time and on budget. This will be of extreme importance as we plan our military construction strategies for FY 2025 and beyond.

The Army is investing in Fort Jackson: a result of coordinated efforts of the Congressional delegation, the Chamber, the City and County, state leadership, and the Department of Defense. The Congressional delegation is leaning in to pull UFR (unfunded requirements) at Fort Jackson forward (including the legislatively pending new child development center), and the base leadership is signaling opportunities to ensure that the base takes advantage of end of year sustainment, restoration and modernization funds.

The change in Administration and focus of DOGE and other related entities on federal government efficiencies provides both opportunities but also substantial challenges, particularly with the forecasted impacts of the Army Transformation Initiative (ATI). Tracking the threats and opportunities associated with ATI will be a critical effort of our joint team over the next twelve months as we look to protect and grow our Midlands installations.

The Chamber, in coordination with its state and local partners must work collaboratively to ensure Fort needs are highlighted and any feasible military construction need or cost overrun is made whole in the federal legislative process. Specifically, the Chamber must coordinate with each local base leadership to solidify projects that are on the near term FYDP, and ensure that shrinking infrastructure budgets within the Department of Defense do not slow Fort Jackson and McEntire's mission growth trajectory.

Overview

Our firm engages in many activities on behalf of the Midlands Region, but they can generally be described by two overarching and interrelated goals:

(1) Preventing installation reductions resulting from BRAC rounds and/or other existing Executive Branch authority.

This year has been, to put it mildly, a challenge in Washington. Despite political acrimony, very close margins in the House and Senate, Congress has incrementally reached a funding deals to keep the federal government open.

While President Trump and Secretary Hegseth are generally in favor of defense spending, they are taking a very different look at how the Department of Defense/War allocates its resource. Very plainly put, if it does not directly impact the warfighter, it is undergoing additional scrutiny, and installations and their command structures are deeply intertwined in their discussions.

While we do not believe these is an immediate threat of closure to Fort Jackson, every installation is going to undergo change as the plans for the Army Transformation Initiative are rolled out. In fact, the Department of Air Force is not-so-quietly calling for a BRAC as they need to close hollowed installation and fund future flying priorities. In recent weeks, some conservative defense publications and organizations, including the Heritage Foundation have begun the drumbeat of needing to downsize defense installations as a part of the debt ceiling conversation. While these are likely outlier, something has to give.

Congressional leadership is indicating that if they do not authorize an additional BRAC round, military installations will continue to be reduced or hollowed out using existing authorities. Fort Jackson can either benefit from, or be a victim to this hollowing. Every indication shows that growth is possible, even probable, but the community must continue to be welcoming, legislatively active, and apprised to any intelligence coming out of the base community. Fort Jackson, after going through the SPEA process, knows well that the Department has existing authority to reduce, move, and even enhance mission. Every day is a BRAC day for military base communities.

It is critical to also continue to track McEntire's strategy as whole and separate from Shaw Air Force Base. Their missions should be seen as collaborative but not duplicative. We are actively engaging on the concern that existing facilities on McEntire do not have the proper equipment to meet their mission training requirements. We, thus far in FY 2026, have worked proactively

with the Congressional delegation to identify the best funding strategies to ensure McEntire has the most modern training technology to meet its mission needs. This will likely be a protracted battle in FY 2026 and FY 2027 and might necessitate partnering with Air Guard communities in other states facing similar challenges.

The Chamber has a crucial responsibility to help the State and local community proactively prepare for these threats that could have a devastating impact on both military communities and the overall State economy.

(2) Supporting the Chamber in Base Enhancement Activities.

Often called the “most military friendly community in the United States”, the Columbia region is also a national leader in recognizing the importance of continuing base enhancement activities. The Chamber has not let up pressure or momentum on our continuing message that Fort Jackson is the most important facility a soldier sees in the Army, because it is quite often the first facility he or she sees.

Moreover, by banding together under the leadership of the Chamber, the City and County councils, regional planning organizations, and economic development associations are able to provide mutual support, coordinate involvement in federal government relations efforts, and multiply the effectiveness of individual efforts.

The Chamber has an excellent reputation within the Congressional delegation and the Pentagon for its expertise in base infrastructure issues and its intelligent advocacy on behalf of Fort Jackson and McEntire. These efforts have had a positive economic impact on the entire State of South Carolina and its military communities. Carl and his team are called upon to gather intelligence, build bridges, and develop executable political strategies.

The Congressional delegation rely on the Chamber to be an effective daily liaison to base leadership. Just in the last few months, we have been asked for a “Christmas tree” list; to weigh in on minor military construction spending increases; to identify ways to use congressionally directed spending to enhance off base quality of life; to gather intelligence securing federal funds for flying missions at McEntire, and to plan towards the Defense Community Infrastructure Program (DCIP) implementation.

It is also possible that future years could see mission growth at Fort Jackson, as the Army Transformation Initiative works to consolidate command structures, save money and maximize efficiencies. We expect that General Hodne will begin to roll out the impact of the ATI as the stand up of Army Transformation and Training Command in Texas with details coming out in October at the AUSA Convention. This will have a direct command impact on Fort Eustis, Fort Jackson and other TRADOC organizations. Cassidy will work in close partnership with the Chamber to support any mission growth, and protect the movement of mission and/or flags politically on Capitol Hill.

Specific BRAC and Base Enhancement Activities

Cassidy & Associates is devoted to helping the Midlands Region with a robust and proactive program of military base enhancement. This mission of enhancing the regions military installations has continuing benefits.

First, attracting new defense investment on our military facilities has valuable economic impacts. After the 2005 BRAC round, more than \$1.5 billion was spent on Fort Jackson alone for military construction. Second, these investments can attract new missions and personnel. In addition, these investments can protect our military installations from future base closure and realignment actions, either through the proposed BRAC round or through existing statutory authority, (“Shadow BRAC”).

There are many different activities that Cassidy & Associates is undertaking in partnership with the Columbia Chamber team to enhance and promote our military installations:

(1) Engaging in proactive activity addressing issues at Fort Jackson, McEntire, and other South Carolina bases as requested by the community

We engage in a continuing collaborative process of assessing military installation issues that can involve infrastructure or mission shortcomings. We then work to coordinate a united response involving local, state, and federal support. For example:

- We finally pushed through additional MILCON in FY 2024 for the Reception Barracks after cost overruns left the project more than \$100M short.
- We pulled forward a critical funding priority off the FYDP: a child development center.
- Heading off any zoning concerns at McEntire that can affect future mission; this may include supporting REPI or Sentinel funding opportunities, as well as determining what compatible zoning.
- Tracking basing opportunities for F-35s or other future flying mission at McEntire.
- Examining congressionally directed spending opportunities with partner agencies in the regional to enhance on and off-base quality of life. This could include spending in transportation, wastewater, economic vitality and local education.
- Tracking Army investment in child development centers and DODEA schools to ensure the needs of Fort Jackson families are being met. We have a huge win in this space pending in the FY 2026 Military Construction Appropriations Bill.
- We must monitor macro issues facing the Army, including BAH, MPHI (Military Privatized Housing Initiative), water quality, and PAL (Privatized Army Lodging) for how they impact our base communities. The issues have been in the local press lately, and while

not at the level of other base communities, it is an important way to maintain the region's military friendly brand.

(2) Seek additional military construction projects for The Midlands Region installations.

- Competition for military construction (milcon) projects has been increasingly difficult in recent years due to the large amounts of milcon money designated for border wall funding, BRAC implementation and overseas contingency operations. We work both to promote within DoD the value of defense investment in our military installations and to support Congressional addition of mission-oriented projects that enhance to the military value of the installations.
- We have heard the Army military construction budget could cut by 30% what it has been over each of the last few fiscal years. We will continue to track the budget, the supplemental, and any infrastructure package for opportunities for Fort Jackson and McEntire and offer inside the Pentagon opportunities to sell the Fort Jackson and McEntire value proposition. We will track the pending FYDP projects for the region and state to ensure they do not slip into out years
- As mentioned earlier, the Department of Defense is reaching a critical juncture on the additional project requirements brought forth by cost to complete programs, and we anticipate a breaking point in the near future with the Army Corps as it struggles to keep up with the demand from Congress to keep projects on time and on budget. This will be of extreme importance as we plan our military construction strategies for FY 2026 and beyond. We saw this affect our attempt to pull the CDC several years forward, and will need to be flexible as we strategize for future fiscal years.

(3) Pursue other investments in facilities for South Carolina's military installations.

- Due to the shortage of milcon funding, increasing attention is being paid to other opportunities for enhancing military facilities. These efforts can include public-private partnerships for installation facilities (such as housing and utilities infrastructure) and utilization of enhanced use leasing authority to attract private development for new facilities.
- We will continue to be the orchestra director and voice of the Chamber community to ensure that privatization efforts protect the city, Chamber and Fort interests.
- We will pursue additional authorities for communities to partner with the base for infrastructure, zoning, transportation, and quality of life issues.
- We will continue the implementation of the One Big Building Act (OBBA) for any funding opportunities available to the state and region that would be compatible for quality of life and mission growth.

(4) Defense Leadership Education and Advocacy

- In addition to enhancing the region's military installations, it is also important to educate defense leaders about the quality of our military facilities and the supportiveness of both the State and local leadership. We have engaged in an active liaison program with senior DoD and Service leadership, as well as directly with the White House . This liaison will continue to be conducted in the following ways:
 - Washington, DC Fly-In Trips by the Chamber and by local governmental leaders (virtual if needed). We completed two highly successful Washington

trips in 2023 that led to valuable relationship building and intelligence gathering. The Chamber fly-in for 2025 is happening right now and is by all measures a huge success to build consensus and collaboration with Chamber partners.

- Tracking VIP visits to Fort Jackson, including CODEL staff, ensuring that those visiting have the Chamber messaging in advance.
- The Chamber and its partners must continue to highlight the successes of Fort Jackson as the premier installation for the Fort Jackson's Future Soldier Preparatory Course. We must work to ensure that data is collected and the public affairs strategy is wrapped around to make Fort Jackson a difference maker in soldier recruitment and retention.
- Working with the South Carolina Congressional Delegation on Issues and Messages: The Congressional delegation and staff can interact with defense leaders in connection with committee hearings and other events. We work regularly with the delegation to maximize the benefit of those opportunities through drafting questions, message points, and letters that promote the interests of Fort Jackson and McEntire.
- Cassidy Liaison with Defense Leaders on Behalf of the Region: Members of our firm engage in regular liaison with senior defense leadership. These meetings occur through appointments and telephone conversations on specific issues, participation at defense conferences and other events, attendance at Congressional hearings, and other opportunities. We consistently advocate for the Columbia Chamber and issues of importance to them, as well as reporting State and local efforts to support those installations.

(5) Congressional Liaison and Support

- Cassidy & Associates stays in regular contact with the South Carolina Congressional delegation to work on matters that can support Fort Jackson, McEntire, and the defense industry throughout the state. As mentioned above, these actions can include seeking appropriated funding for milcon projects and other installation missions. In addition, this work can involve gathering valuable intelligence about ongoing defense programs and opportunities, as well as working to provide information to defense leaders considering decisions that can impact the region.
- In the past we have supplied appropriations requests and supporting documents, drafted joint delegation letters, prepared hearing questions, answered questions about local military installations and their economic impact, identified DoD and Service leaders for correspondence and liaison efforts, and performed a variety of other factors to facilitate Congressional support for The Midlands Region's military installations

(6) Legislative Monitoring and Defense Analysis

- The defense world is going through a variety of changes due to ongoing military transformation effort and several different institutional activities. Our firm will continue to monitor these many developments so that supporters of The Midlands Region military installations can take advantages of changes in the evolving defense environment.
- Annual defense legislation often promotes new policy directives and requires new studies of defense needs. Our firm will continue to follow these bills and the Congressional hearings on the defense legislation, especially given competing

community efforts to seek advantages through legislative action. We will work to keep the Chamber informed of how these developments can impact its military installations and help develop strategies to stay abreast of evolving defense strategies.

Contract Proposal and Justification

Our firm has been in an active “BRAC preparation” mode since even before the Obama Administration’s first public announcement that it wanted another BRAC round in January, 2012. We have been extremely active on behalf of the Midlands Region over the past decade and will need to maintain that level of activity as long as a prospective BRAC round is hanging over the Midlands Region. In addition, the federal government is currently already using “non-BRAC” mechanisms to achieve BRAC-like results now. **The Army Transformation Initiative has the opportunities, but also the threats to fundamentally change how the Army conducts its business. Following ATI and its command changes will be the top priority for 2025-2026 engagement**

Conclusion

Our firm highly values its continuing relationship with the Columbia Chamber of Commerce, its community and governmental partners, and its allies within the State and in Washington. We expect that the Chamber will want to continue its proactive involvement in defense infrastructure issues. These activities will involve addressing challenges from the continuing need to enhance infrastructure, defend and attract missions and synergistic economic development, and adjust to new priorities and policies to maximize defense-related opportunities, both for their own value and their value in preventing BRAC reductions. In addition, we will be engaged in intensive involve preparation for a future BRAC round which poses a very real threat to the region’s military installations. We believe that our firm can help the Chamber on these crucial efforts and we look forward to continuing our collaborative activities.

Respectfully submitted,
Cassidy & Associates



MEETING DATE: October 7, 2025

DEPARTMENT: Economic Development

FROM: *Ryan Coleman, Director of Economic Development*

SUBJECT: Council is asked to approve the Fiscal Year 2025/2026 Contract Renewal for Professional Services for Improvement and Operational Services within the Downtown Business Improvement, as requested by the Economic Development Department on August 26, 2025. Award to the City Center Partnership in the amount of \$70,000.00. This firm is located in Columbia, SC.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Economic Development - Special Contracts (5511301-638300). The original budget amount is \$70,000.00.

FOCUS AREAS: Economic Growth

ATTACHMENTS:

- **#a:** APPROVED - 25027553 - City Center Partnership Inc. 2025-26 contract (PDF)

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) **CONTRACT FOR PROFESSIONAL SERVICES**

THIS CONTRACT is entered into between the City of Columbia (hereinafter called the "City") and the City Center Partnership, Inc. (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Consultant to provide consulting services to the City, as specified in Exhibit A for fiscal year (FY) 2025-2026;

NOW, THEREFORE, in consideration of and for the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. CONTRACT FOR SERVICES

The City hereby engages the Consultant and the Consultant hereby agrees to perform the services hereafter set forth in Exhibit A.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Consultant shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Exhibit A, attached hereto. The Consultant has specialized knowledge to complete the projects without any training from the City and shall perform the tasks in the order and in the manner that Consultant determines is most effective and efficient without any City control over the details of Consultant's performance. Nothing in this contract shall prohibit the City and Consultant from entering into separate agreements for specific projects.

3. TERM OF AGREEMENT

This Contract shall be effective upon signing and shall expire on June 30, 2026, unless terminated earlier as provided herein.

4. METHOD OF PAYMENT

In consideration of the services performed hereunder and upon receipt of an invoice, the City will make two (2) payments of Thirty-Five Thousand and No/100 Dollars (\$35,000.00) to Consultant. The first payment will be made on or after August 1st of the fiscal year, pending review and approval of the contract by the City. The second payment will be made on or after February 1st of the same fiscal year, pending a second review of the scope of work to ensure the terms of the contract are being met by Consultant in timely fashion.

5. 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 the 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.

6. ETHICS

Consultant and any subconsultant(s) acknowledge that they are subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, *et seq.*, 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 the intent to:

- A. Influence the discharge of a public official's, public member's, or public employee's official responsibilities;
- B. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
- C. Induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

7. FINDINGS CONFIDENTIAL

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

In the event that the City receives a Freedom of Information Act request to provide confidential or proprietary information of the Consultant, City will notify Consultant as soon as practicable of such request.

8. ACCESS TO RECORDS

The Consultant shall make available for examination all of its records with respect to all matters covered by this contract and shall maintain such records for a period not less than three (3) years after receipt of final payment under this Contract. All requests for access to Consultant's records shall be made in writing.

9. COPYRIGHT

No reports or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

10. AMENDMENTS

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

The City may, in its discretion, amend this 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, Appendix A, 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 parties.

11. ASSIGNABILITY/SUB-CONSULTING

The Consultant shall not assign or subcontract any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its sub-Consultants, as it is for the acts and omissions of persons directly employed by the Consultant.

The Consultant shall furnish and cause each of its sub-Consultants to furnish all information and reports required hereunder.

12. INDEPENDENT CONSULTANT

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at all times remain an independent Consultant with respect to the services to be performed under this Contract. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

13. BREACH / WAIVER

The failure of either the Consultant or the City to insist upon the strict performance of any provision of the 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 the Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of the Agreement

shall not constitute waiver of a subsequent breach.

14. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant 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 Contract shall become the possession of the City.

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

15. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Consultant 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.

16. INTEREST OF CONSULTANT

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

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

17. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The Contractor 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 nondiscrimination clause. The Contractor shall state that it will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will incorporate these equal employment opportunity requirements in all subcontracts for program work.

18. LICENSES, PERMITS AND TAXES

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 the Agreement. The Consultant shall be responsible for any costs relating to same.

The Consultant shall procure and maintain a City of Columbia business license while performing services under the Agreement.

19. REMEDIES

The Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under the Agreement prior to the effective date of the termination. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under the 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.

20. SEVERABILITY

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of Applicable law.

21. COMPLIANCE WITH LOCAL LAWS

The Consultant shall comply with all applicable laws, ordinances, and codes of the state and local government in performing the work provided under this Contract.

22. PERSONNEL

All of the services required hereunder shall be performed by the Consultant and all personnel engaged in the work will be fully qualified and shall be authorized or permitted under state and local law to perform the services identified in Appendix A, Scope of Services.

The Consultant represents that Consultant has, or will secure at Consultant's own expense, all personnel required in performing the services under the Contract.

23. WHOLE AGREEMENT

The Agreement represents the entire Agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Amendment signed by both the City and the Consultant may amend the Agreement.

24. GOVERNING LAW

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of South Carolina. Any dispute arising between any of the parties hereto regarding the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts within the State of South Carolina.

IN WITNESS WHEREOF, the City and the Consultant have entered into this Agreement as of the date first above written.

City Center Partnership, Inc.

CITY OF COLUMBIA

BY: _____

BY: _____

TITLE: _____

TITLE: Teresa B. Wilson, City Manager

DATE: _____

DATE: _____

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 9/10/2025

Exhibit A

- Continue to focus on Clean & Safe efforts in the Main Street District and focus on opportunities to expand those efforts in Finlay Park and North Main Street
- Help facilitate conversations to communicate the City's plan on reopening Finlay Park and explore ways MSD can support in collaboration with the City, Vista Guild, and Downtown Neighborhood Association
- Evaluate and optimize the recently established Outreach Ambassador position to ensure the most efficient efforts are being made by the Clean and Safe team
- Enhance the downtown residential experience to encourage and support future development projects on Assembly and Sumter Streets, examine new ways to help improve the appearance on those corridors
- Ensure that safe pedestrian access from parking garages and Main Street District are integrated into the Finlay Park reopening plan, and improve on pedestrian connectivity on the edges of Main Street District
- Provide information and guidance to Vista Guild as they explore creating a BID, support efforts to coordinate governance and operations
- Provide concierge support and logistics with Columbia Economic Development and the ED partners as they host events downtown



MEETING DATE: October 7, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Contract for Utilities and Operations at the Recovery Community Center at Hope Plaza, as requested by the Homeless Services Department on September 26, 2025. Award to Christ Central Ministries, Inc., in the amount of \$87,800.00. This vendor is located in Columbia, SC.

REQUISITION NO.: R237010

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Rapid Shelter Homeless - Special Contracts (1014501-638300) \$87,800.00. The original budget amount is \$87,800.00. This contract is funded through the South Carolina Opioid Recovery Fund.

ATTACHMENTS:

- **#a:** Council Memo-Christ Central (PDF)
- **#b:** APPROVED - 25027986 - FY 2025-2026 Recovery Community Center at Hope Plaza Draft Agreement(PDF)



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

FROM: Kameisha Heppard, Director of Homeless Services
Mrs. Shannon Lizewski, Director of Procurement and Contracts/Purchasing Agent

DATE: September 26, 2025

SUBJECT: Recommendation for Approval
Professional Services Contract – Christ Central
The Recovery Community Center at Hope Plaza

Council is asked to approve Fiscal Year 2025/2026 Agreement for the Recovery Community Center at Hope Plaza. Award amount not to exceed \$87,800.00.

Funding Source: South Carolina Opioid Recovery Fund (SCORF)

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

STATE OF SOUTH CAROLINA)
) **CONTRACT FOR PROFESSIONAL SERVICES**
COUNTY OF RICHLAND)

THIS AGREEMENT entered into this 7th day of October, 2025 between The City of Columbia (hereinafter called the "City"), its successors and assigns, and Christ Central (hereinafter called the "Professional").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Professional.

NOW, THEREFORE, THE parties hereto do mutually agree as follows:

1. EMPLOYMENT OF PROFESSIONAL

The City hereby engages the Professional and the Professional hereby agrees to perform the services hereafter set forth.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Professional shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Appendix A and Appendix B, attached hereto.

The service of the Professional is to commence as set forth in Appendix A and Appendix B.

3. METHOD OF PAYMENT

- A. It is agreed that in no event will the total compensation to be paid for providing services hereunder exceed Eighty-Seven Thousand Eight Hundred Thirteen and 00/100 (\$87,800.00) Dollars as specified in Appendix A, Recovery Community Center at Hope Plaza.

The decision to request Professional to provide additional resources under this Agreement is at the sole discretion of the City and not subject to any decision of the Contractor or outside parties.

- B. Payment will be made as stated in Appendix A along with associated expenses. Each detailed invoice submitted must describe the services for which pay is requested, and shall bear the signature of the Professional, 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.
- C. Invoices must be submitted in writing via email to the City of Columbia Accounts Payable accountspayable@columbiasc.gov and include Purchase Order number once assigned. If

the City is not satisfied with the accounting, the City may request additional information and make payment when it is satisfied the expenses were for agreed upon deliverables stated in Appendix A.

- D. When applicable, professional is responsible for properly paying and recording all payments made to subcontractors for services under this Agreement.
- E. Professional is responsible for all applicable licenses and permits required to perform services associated with this contract.

4. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Professional under this Contract are confidential and the Professional agrees that they shall not be made available to any individual or organization nor shall there be communication with the media or other outside sources regarding the Project without the prior approval of the City.

5. ACCESS TO RECORDS

The Professional shall make available for examination all of its records with respect to all matters covered by this Contract and shall maintain such records for a period not less than three (3) years after receipt of final payment under this Contract.

6. COPYRIGHT

No reports or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Professional.

7. AMENDMENTS

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

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of 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 parties.

8. ASSIGNABILITY/SUBCONTRACTING

The Professional shall not assign or subcontract any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City. The Professional

shall be as fully responsible to the City for the acts and omission of its sub-professionals, as it is for the acts and omissions of persons directly employed by him.

The Professional shall furnish and cause each of its Sub-Professionals to furnish all information and reports required hereunder.

9. INDEPENDENT CONTRACTOR

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The professional shall at all times remain an independent contractor with respect to the services to be performed under this agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance.

10. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Professional shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Professional shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Professional 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 contract shall become the possession of the City.

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

11. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Professional 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.

12. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE

The Professional shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out the Professional's performance or nonperformance of the services or subject matter called for in this agreement.

The professional shall maintain malpractice or errors and omissions insurance at all times during the performance of this Contract.

13. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Professional shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Professional shall take affirmative action to insure that applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Professional 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 nondiscrimination clause. The Professional shall state that it is an Equal Opportunity or Affirmative Action employer and all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Professional will incorporate requirements in all subcontracts for program work.

14. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of Applicable law.

15. COMPLIANCE WITH LOCAL LAWS

The Professional shall comply with all applicable laws, ordinances, and codes of the state and local government in performing the work provided under this Contract.

16. PERSONNEL

All of the services required hereunder shall be performed by the Professional and all personnel engaged in the work will be fully qualified and shall be authorized or permitted under state and local law to perform the services identified in Appendix A, Scope of Services Recovery Community Center at Hope Plaza.

The Professional represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under the Contract.

IN WITNESS WHEREOF, the City and the Contractor have entered into this Agreement as of the date first above written.

WITNESSES AS TO CITY:

CITY OF COLUMBIA

BY: _____

ITS: City Manager

APPROVED AS TO FORM

Legal Department City of Columbia, SC
9/29/2025

WITNESSES AS TO PROFESSIONAL:
(Type or Print Name of Professional)

BY: _____

ITS: _____

Federal ID NO.: _____

Appendix A

Recovery Community Center at Hope Plaza Scope of Services October 13, 2025 through June 30, 2026

Services to be provided by Christ Central:

- Recovery Community Center at Hope Plaza — Christ Central will make Concession of Hope and the Resource & Solution Center available for Homeless Services to fully operate the Recovery Community Center
 - The Homeless Services Community Liaison shall be responsible for coordinating community service providers to deliver essential on-site services to the unsheltered population. The Liaison shall ensure a consistent and organized rotation of qualified and trained professionals, thereby promoting reliable access to supportive resources and continuity of care.
- Feeding Coordination — Christ Central will make their dining facility available for individuals and/or agencies who wish to coordinate with the City of Columbia's Director of Homeless Services for homeless feeding services
 - The Homeless Services Community Liaison will coordinate with Christ Central's kitchen supervisor to implement different feeding schedules in conjunction with their already existing calendar. The kitchen supervisor will be responsible for registration and ensuring all other procedures are followed.

Service to be provided by City:

- The City shall pay to Christ Central an amount not to exceed (\$76,541.49) per month for the operation of the Recovery Community Center and the provision of meal sharing. Such payment shall include all utilities, operational expenses, and personnel costs associated with the preparation and service of up to three (3) meals per day during each calendar month.
 - \$1,754.61 /monthly
 - \$ 6,750/monthly
 - \$76,541.49--Not to exceed
- The City will provide security within the parameters of Hope Plaza's property Monday-Friday 7:30am-5:00pm
- The City will coordinate with community providers to deliver on-site services.

<u>Operating Expenses</u>			
<u>Line Item</u>	<u>Amount</u>	<u>Note</u>	
Utilities/operations	\$1,754.61/monthly	Water, electric, insurance,	Garbage, pest control, supplies, maintenance
Coordinator	\$ 6,750/monthly	Open/close facility, oversee event, and clean up	
Total Operating Expenses:			
Total 2024-2025	\$ 76,541.49		



MEETING DATE: October 7, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve the Contract Renewal for Emergency Notification System Services, as requested by Columbia-Richland 911 Communications on September 2, 2025. Award to Everbridge Systems, in the amount of \$115,565.03. The term of the contract is October 1, 2025 to September 30, 2026. This vendor is located in Columbia, SC.

REQUISITION NO.: R236632

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: City of Columbia - Maintenance and Cloud Based Software Solutions (1012701-632170) \$57,782.52; Richland County - Maintenance and Cloud Based Software Solutions (2082702-632170) \$57,782.51. The original budget amount is \$115,565.03.

ATTACHMENTS:

- **#a:** Everbridge CC Memo (PDF)
- **#b:** Everbridge Renewal (PDF)



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

FROM: Mr. Henry Simons, ACM Operations
Ms. Wendy Royal, Director Columbia-Richland 911

SUBJECT: Recommendation for Approval
Contract Extension, Everbridge Mass Notification Systems

The Department of Procurement and Contracts in coordination with Columbia Richland 911 respectfully request your review and approval to renew the agreement with Everbridge. The cost to renew the agreement is \$107,004.66 and will be jointly funded by the City of Columbia and Richland County.

The current Emergency Notification System Services agreement expires September 30, 2025. We propose to extend this agreement through September 30, 2026, to ensure the continued effectiveness of our emergency notification services.

The Everbridge Emergency Notification System has proven to be an invaluable tool in disseminating critical information to our residents during times of emergency. Its ability to reach a wide audience quickly and efficiently has been instrumental in safeguarding our community during various incidents, including natural disasters and public safety emergencies.

We kindly request that the council review and approve the allocation of funds for this renewal. The safety and well-being of our community depend on the uninterrupted operation of the Everbridge Emergency Notification System.

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

A large, stylized handwritten signature in blue ink, which appears to read "Wendy Royal".

A handwritten signature in blue ink above a blue ink stamp that reads "Reviewed & Approved 9/17/2025".

Reviewed & Approved
9/17/2025



everbridge.com

Prepared for:

Dominique Jacobs
 City of Columbia
 City of Columbia Information Technology 1800 Laurel St.
 Columbia SC 29217
 United States
 Ph: (803) 988-8005
 Fax: +1.803.343.8752
 Email: dominique.jacobs@columbiasc.gov

Quotation

Quote #: Q-222713-2
Date: 8/8/2025
Expires On: 9/16/2025
Confidential

Salesperson: Dwight Paul
Phone:
Email: dwight.paul@everbridge.com
Payment Term: Net 30
Entity ID: Everbridge, Inc. - 26-1919312

Contract Summary Information:

Contract Period:	12 Months
Contract Start Date:	10/1/2025
Contract End Date:	9/30/2026

Year 1

QTY	DESCRIPTION
380,550	Mass Notification Base
380,550	Smart Weather Alerting (includes 1 location in base weather subscription)
Year 1 TOTAL:	USD 107,004.66

Pricing Summary:

Year One Fees:	USD 107,004.66
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Fees Due:	USD 107,004.66

Messaging Credits Summary:

	Initial Credits Allowance	Additional Credits Purchased	Total Credits
Year 1	13,000,000	0	13,000,000

Quote Terms:

1. Quote subject to the terms and conditions of the Master Services Agreement, including any amendments, executed between the relevant Everbridge entity and the customer listed above (the "Agreement"). Client accepts this by signing the Quote or issuing a Purchase Order referencing the Quote or the services in this quote.
2. Subject to sales taxes where applicable.
3. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override the language of the Agreement.

Please, Sign, Date and Return:**Signature:****Date:****Name (Print):****Title:****Please, Sign, Date and Return:****Signature:****Date:****Name (Print):****Title:**

Everbridge, Inc.
8300 Boone Blvd, Suite 800
Vienna, VA 22182
(818) 230-9700
THANK YOU FOR YOUR BUSINESS!

Everbridge Mass Notification Base for State and Local Government

Overview

Everbridge Mass Notification Base for SLG allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, elastic infrastructure, advanced mobility, interactive reporting, adaptive people, and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

Below is a list of key system inclusions with your new Everbridge Mass Notification system.

Usage

- Unlimited email notifications
- Unlimited Everbridge mobile app push notifications
- SMS, Voic, Fax, conference calls, TTY communications and notifications are subject to the Everbridge Credit Based Usage Policy.
- Our service transmits messages through various channels using standard protocols. Messaging services like email, voice calls, and SMS may experience delays or undelivered messages due to third parties, often chosen by you or the recipient (e.g., busy signal, carrier network issues, or dead battery). We cannot guarantee delivery and advise against relying solely on one messaging channel for important communications.
- Our service supports messaging through various channels, subject to usage limits ("Message Credits"). Your Quote or pricing document outlines your annual Message Credit Limit. This limit includes unlimited push notifications via our app, email, or pager, and a maximum number of individual messages before incurring extra costs. You can monitor your Message Credit usage, limit, and remaining credits on our Client Portal. If you exceed your limit, we may charge you for overages. We advise purchasing more Message Credits if you are close to your limit. Additional Message Credits can be bought anytime.
- Each of the following is counted as a single message credit:
 - SMS Text messages:
 - For messages that contain only GSM characters, each 153 characters or portion thereof.
 - For messages that contain any non-GSM characters, each 67 characters or portion thereof.
 - GSM characters include only characters in the GSM 7-bit default alphabet.

- Character limits for SMS Text messages are determined by telecommunication providers. Everbridge reserves the right to change the length of a single SMS Text message if telecommunication providers update these amounts.
- Voice messages or Conference Voice: One minute or portion of a minute of the voice message, calculated on a cumulative basis per month, per destination country.
- TTY: One minute per TTY message.
- Fax: Per Page Transmitted.

Core Platform Access

- Unlimited Users for web-based portal to initiate messages, reporting, and administration
- Unlimited Users for ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site
- Three (3) Organization with unlimited nested static and dynamic groups
- One (1) Contact Data Location per organization in the United States, Germany, Canada, or the United Kingdom
- Access to Incident Management
- Access to Incident Chat for responders to coordinate and collaborate

Key features

- SMPP based True SMS text messaging
- Multi-language Text to Speech Engine and Custom Voice Recording
- 4 Everbridge basic conference bridge codes
- 4 Smart Conference bridge lines
- Public Incident Zone – Alert residents through Everbridge Mobile App on their entry into the impacted area
- Mobile app check-in functionality that allows users to provide their geo location
- Custom branded community opt-in portal with custom fields and opt-in subscriptions
- Flexible role-based access controls to manage user permissions
- Access to Real-Time Dashboard, Notifications History, Everbridge Universe, and Custom Reporting
- Notification escalation to automatically send a notification to the next person or group if there is no confirmation
- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
- Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages
- One-screen broadcast creation workflow to speed message creation and reduce human error
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups



- Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting'
- Publish notification to Social Media
- Publish notifications to Audio Bulletin Board for contacts to retrieve the audio message at their convenience
- Access to IPAWS for authorized agencies –Only available in US region
- **IPAWS Authorization.** Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User's right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Client shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.
- **Credentials.** Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.
- **Messaging.** Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.
- **Term.** Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Client breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.
- Contact filtering based on custom criteria
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Automatic address geo-coding for contacts
- Organization specific customizable caller ID, greetings, and broadcast settings
- Real-time reporting for improved situational awareness and easier after-action analysis
- Unlimited Mass Notification and Incident Templates
- Self-Service Contact Record Management, Contact Import via CSV Upload and via Contact API Basic
- International Support
 - Globally Local Calling for faster communications using local/regional message initiation
 - Dynamic Caller ID to customize caller IDs with local number per country or broadcast

- International Long and Short Codes for SMS delivery

Set-up, Implementation & Support

- Up to 10 remote hours of support via a dedicated Implementation Specialist to be used within 60 days of contract signing. These 10 hours are inclusive of web-based training, system testing, and administrative set-up. Your Implementation Specialist will also deliver your EB Suite system with best-practice recommended settings configured.
- Initial Contact Data Upload and Test Broadcast Support
- 5 Live Operator Message Initiations per year
- Unlimited Access to Everbridge University classes
- 24x7 Customer Support (phone, web, email)
- To enable our customer support teams to more effectively solve our customers' support-related issues, we use an artificial intelligence feature to provide analytics, suggest guidance, and improve our knowledge base. Access to support tickets is required for the feature to operate.
- Global Support/Operations Centers for Redundant Live Support

For more information about the policies that apply to our Services and how you use them, refer to our Policy Page <https://www.everbridge.com/company-policies>. You will obtain all requisite permissions or consents to support your use. For more information on the accreditations, certifications and operational practices relevant to the Service(s) you have purchased from us, refer to trust.everbridge.com.



MEETING DATE: October 7, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve the Purchase of Globe Turnout Gear, as requested by the Columbia Fire Department on September 16, 2025. Award to Newton Fire and Safety Equipment, Inc. using the HGAC Cooperative Contract in the amount of \$390,420.00. This vendor is located in Graham, NC.

REQUISITION NO.: R236816

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: City of Columbia - Fire Suppression-Safety Clothing and Supplies (1012303-625900) \$156,168.00; Richland County - Fire Administration - Safety Clothing and Supplies (2082301-625900) \$234,252.00. The original budget amount is \$390,420.00.

CLEAN WATER 2020?: No

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

ATTACHMENTS:

- **#a:** R236816 Memo (PDF)
- **#b:** Newton Fire Quote R236816 (PDF)



COLUMBIA FIRE DEPARTMENT

COMMUNITY-REPRESENTING BOTH CITIZENS & EMPLOYEES

INTEGRITY-WITH PROFESSIONALISM

SERVICE- ABOVE SELF



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

FROM: Assistant Chief Mickey Folsom, Columbia Fire Department
Ms. Shannon Lizewski, Procurement Director

DATE: September 22, 2025

SUBJECT: Purchase Justification – Globe Turnout Gear (Requisition #R236816)

Purpose

This memorandum provides justification for utilizing Newton's Fire & Safety Equipment as the preferred vendor for the purchase of turnout gear for Columbia Fire Department, in accordance with Requisition #R236816 in the amount of \$390,420.00.

Justification for Vendor Selection

1. **Cooperative Contract Vendor**

Newton's Fire & Safety Equipment is an approved vendor under the HGAC Cooperative Contract. Procuring through this contract ensures compliance with procurement regulations, expedites the purchasing process, and provides standardized, competitive pricing.

2. **Operational Reliability & Proven Performance**

Newton's Fire & Safety Equipment provides Globe Turnout Gear that enhances firefighter safety and performance through advanced design. Their gear is engineered to meet or exceed relevant NFPA standards.

3. **Cost Efficiency**

Purchasing through the Cooperative Contract ensures competitive pricing and cost savings, while maintaining turnout gear uniformity across the department.

Financial Impact

The total purchase amount is **\$390,420.00**, to be funded from 1012303 & 2082301 / 625900.

Recommendation

It is recommended that the Columbia Fire Department be approved to proceed with the purchase of turnout gear from Newton's Fire & Safety Equipment under Requisition #R236816 for \$390,420.00 in alignment with the HGAC Cooperative Contract and to ensure operational consistency and safety.

P2300
V002118

Columbia Fire Department

1800 Laurel Street
Columbia, South Carolina 29201
(803) 545-3730

Purchase Approval

Account/Grant: 1012303/625900 - \$156,168.00 / 2082301/625900 \$234,252.00 ^{40%} ^{60%}
 Is this a Grant Funded request? ☐ Yes ☒ No

If yes, please indicate JL numbers. _____

City ☒ 40 County ☒ 60 50/50 ☒ P-card ☐
 Admin ☐ Prevention ☐ Suppression/Sp Ops ☐ Training ☐ Logistics ☒

Item(s): Globe Turnout Gear

Lowest Quote/Price: \$ 390,420.00

Vendor: Newtons

Date: 9/15/25

Adams: _____

Driggers: _____

Holloway: _____

Kip: _____

Folsom: [Signature] 9/15/2025

Jenkins: [Signature]

Justification:

Turnout gear needed for 2nd set for post probation Firefighters,
 Recruit School, and sets that are aging out of service. Volunteers.

St
9/16/25

Quote

**Newton's Fire & Safety Equipment**

Newton's Fire & Safety Equipment, Inc.
2724 Darrell Newton Drive
Graham, NC 27253

Order #	Date
S216921	09/05/2025



Bill To:	Ship To:
City of Columbia P.O. Box 147 Columbia, SC 29217	City of Columbia Fire Department 1901 Harden St Columbia, SC 29204
Customer: City of Columbia	Contact: City of Columbia

Notes: Pricing per HGAC Contract EE08-19

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
Seth	NET 30	Origin	Best Way Ground		09/05/2025

Expiration Date

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Drop Ship	GXL-C	Globe GXL Coat per Customer Spec	\$2,025.00	100 ea	\$ 202,500.00
2	Drop Ship	GPS	Globe GPS Pant per Customer Spec	\$1,590.00	100 ea	\$ 159,000.00
3	Shipping	FF	Free Freight	\$0.00	1 ea	\$ 0.00

Subtotal:	\$361,500.00
Sales Tax:	\$28,920.00
Total:	\$390,420.00

Approval: _____ Date: _____

September 5, 2025 11:34:55 AM EDT

Page 1 of 1



MEETING DATE: October 7, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Contract for Uniform Apparel and Floor Mat Rental Services, as requested by several City Departments on September 15, 2025. Award to UniFirst Corporation using the Sourcewell Cooperative Contract in an amount not to exceed \$422,328.72. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date nine (9) months from commencement and the option to renew for four (4) additional one-year periods. This vendor is located in Lexington, SC.

REQUISITION NO.: R236835

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Supplies - Uniforms and Clothing (6208956-624100). The original budget amount is \$422,328.72.

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

ATTACHMENTS:

- **#a:** Unifirst Contract Request-City Council Memo (PDF)
- **#b:** APPROVED - 25027797 - Unifirst Contract 2025 (PDF)



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

FROM: Mrs. Shannon S. Lizewski, CPPO, NIGP-CPP
Director / Purchasing Agent for the Procurement & Contracts Department

DATE: October 7, 2025

SUBJECT: Recommendation for Approval: Contract for Uniform Apparel and Floor Mat Rental Services

The Department of Procurement and Contracts in coordination with several City Departments respectfully request your review and approval of a new Contract for Uniform Apparel and Floor Mat Rental Services with UniFirst Corporation, located in Lexington, SC.

UniFirst Corporation has agreed to provide the City of Columbia with Uniforms, Mats, Rags, Shop Towels, and Wiping Cloths. A fresh set of uniforms with the new City logo will be provided (rented) for all participating City employees. Participating Departments/Divisions include:

Parks and Recreation	Columbia Water/ Wastewater
Charles Drew Wellness Center	Maintenance
Public Works/ Forestry and Beautification	Columbia Water/ Canal WTP
Public Works/ Street Division	Columbia Water/ Lake Murray WTP
Public Works/ Solid Waste	Columbia Water/ Metro WWTP
Public Works/ Traffic Engineering	Columbia Water/ Customer Care Center
Public Works/	Planning and Development Services/
General Services/ Fleet Services	Inspectors
Records Management	Parking Services
Police/ Code Enforcement	911 Communications
Columbia Water/ Water Distribution	

The Contract is for an amount not to exceed \$422,328.72 and is being awarded to

Sourcewell Cooperative Contract. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date nine (9) months from commencement and the option to renew for four (4) additional one-year periods.

16.a



CONTRACT FOR GOODS and/or SERVICES

This Contract is being awarded under Sourcewell Contract #040920-UFC.

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Unifirst Corporation, with legal address and principal place of business at 477 Industrial Court, Lexington, SC 29072 (hereinafter referred to as the “Contractor”), to provide Uniforms, Mats, Rags, Shop Towels, and Wiping Cloths.

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

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

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

TERM OF CONTRACT – The anticipated term of the Contract is the date of the execution of a Notice to Proceed and a valid City of Columbia Purchase Order, commencing in October 2025 and continuing through June 30, 2026 (approximately 9 months), with an option to renew for four (4) additional one-year periods.

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

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

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

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

4. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS** - Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring

costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

5. **SCHEDULE FOR COMPLETION OF GOODS AND/OR SERVICES** – The Contractor shall complete any and all goods and/or services performed under this Contract under the direction of Procurement & Contracts Department.
6. **COMPENSATION** – (Exhibit B)
 - A. The compensation to be paid by the City to the Contractor under this Agreement, shall no exceed Four Hundred Twenty-Two Thousand Three Hundred Twenty-Eight Dollars and Seventy-Two cents (\$422,328.72).
 - B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order. Failure of the Contractor to follow these invoice requirements will result in the delay of payment of the invoice.
 - C. ☐ Annual Cost Adjustment Annual Cost Adjustment If, during the performance of this Contract, the cost of the services significantly increases, through no fault of the Seller, the Seller may request a price increase. If recommended by the project manager and approved by the Owner, the approved price increase will be effective upon the next renewal date of the Contract. As used herein, a significant cost increase shall mean an increase in the current Consumer Price Index (CPI) from either the date of this Contract or a previous Annual Cost Adjustment, whichever is later. The amount of the Annual Cost Adjustment shall be equal to the percentage increase in the (CPI), rounded to two decimal places, and shall be applied equally to the unit price of each item of work in the Schedule of Values, beginning with the first application for payment

subsequent to the next annual renewal of the Contract. Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

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

7. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO SOURCEWELL CONTRACT #040920-UFC.**

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

8. **MISCELLANEOUS**

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Contractor.
- B. The Contractor shall be responsible for performance of all goods and/or services required by this Agreement. The Contractor does not act as the City's agent or employee.

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

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

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.
- F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

signed by both the City and the Contractor.

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

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

- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Agreement are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

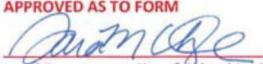
Witness the parties' respective hands and seals on the date first written below.

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

9/16/2025

UNIFIRST CORPORATION

Print

LAWRENCE M. ALTMAN
Signature

Date: 9/16/2025

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Cost Sheet (Compensation)

Exhibit - A Scope of Services

UniFirst Corporation will provide the City of Columbia with Uniforms, Mats, Rags, Shop Towels, and Wiping Cloths.

All purchased Products provided under this Contract must be new and the current model. All rented Products provided under this Contract will be new at the time each site is initially installed into service. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list.

City Logo Uniform Apparel (Rented):

Shirt options include: white industrial button-down shirts with department logo patch and employee name patch, postman blue industrial button-down shirts with department logo patch and employee name patch, khaki security button-down shirts with department logo patch and employee name patch, white dress shirts with department logo embroidered, navy blue polo shirts with embroidered department logo, and light blue polo shirts with embroidered department logo, white polo shirts with embroidered department logo, class 3 reflective material shirts with Columbia Water logo on one side and employee name and title on other side.

Pants/Shorts options include: navy blue cargo pants, navy blue cargo shorts, khaki cargo pants, khaki cargo shorts, green cargo pants, green cargo shorts, khaki soft twill plain front dress pants.

Jacket options include: bomber reflective material jackets with Columbia Water logo on one side and employee name and title on other side, or navy blue jackets with department logo (can have a zip out liner or a one-piece).

First names shall be placed on the rental uniforms. Department heads can authorize exceptions to this rule, but exceptions shall only be made for names that are related to the employee's legal name (e.g., Bill for William, Jim for James, but no nicknames).

City Department Heads may or may not take advantage of the Uniform Service Provider's laundering service.

Departments may choose to purchase pieces of a uniform instead of renting. Direct purchases will be made outside of the City's contract with the Uniform Provider. This option is for employees who are not required to wear a full uniform, but perform duties that require easy recognition.

City Logo Floor Mats (Rented):

Certain City Departments rent carpet floor mats with City logos and have them laundered through the Uniform Service Provider.

Certain City Departments rent exterior rubber backing floor mats with City logos. These may be swept or sprayed with water to clean. They are not laundered.

Exhibit B - Compensation

Customer Name	Street	Employees on Invoice	SS Work Shirt Rate X Total Pieces	LS Work Shirt Rate X Total Pieces	Work Pant Rate X Total Pieces	Short Rate X Total Pieces X Total Pieces	SS Oxford Rate X Total Pieces	LS Oxford Rate X Total Pieces	SS Polo Rate X Total Pieces	LS Polo Rate X Total Pieces	Industrail Jacket Rate X Total Pieces	Heavy Jacket Rate X Total Pieces	Coverall Rate X Total Pieces	Hi-Vis Shirt Rate X Total Pieces	Enhanced Vis Pant Rate X Total Pieces	Hi-Vis Jacket Rate X Total Pieces	Facility Services	Insurance/Service Fees	Cost For Department Per Week	Annual Spend
CHARLES DREW WELLNESS CTR	2101 WALKER SOLOMON WAY	2			.3045x10				.1575x8									\$13.47	\$18.63	\$968.76
COC FLEET SRVC	2910 COLONIAL DRIVE	29	.1575x227	.1785x98	.3045x317				.1575x27		.4515x37		.3675x27					\$149.17	\$372.72	\$19,381.44
COC FORESTRY	2910 COLONIAL DRIVE	9	.1575x22	.1785x20	.3045x55		0.21x5	0.2205x5	.1575x17		.4515x4							\$34.59	\$65.37	\$3,399.24
COC FORESTRY	2910 COLONIAL DRIVE	7	.1575x39	.1785x27	.3045x66				.1575x10		.4515x7							\$34.89	\$73.23	\$3,807.96
COC METRO WWTP	1200 SIMMON TREE LANE	46	0.2205X269	0.252X146	0.399x477				.1575x11			.714x39						\$255.69	\$578.21	\$30,066.92
COC PARKING ENFO	820 WASHINGTON ST.	25			.3045x25	.2730x59			.1575x162	.2625x67	.4515x17							\$111.99	\$263.24	\$13,688.48
COC PARKING METE	1227 TAYLOR STREET	7			.3045x88	.2730x5			.1575x62	.2625x28	.4515x7							\$46.70	\$94.08	\$4,892.16
COC PARKING SERV	1924 CALHOUN ST.	11			.3045x88	.2730x32			.1575x79	.2625x31	.4515x11		.3675x6				\$8.41	\$70.61	\$142.32	\$7,400.64
COC PARKING SERV	820 WASHINGTON ST.	2			.3045x6				.1575x15	.2625x1	.4515x1							\$13.84	\$16.68	\$1,587.04
COC PARKS & REC	2910 COLONIAL DRIVE	24	.1575x110	.1785x94	.3045x246		.21x5	.2205x17			.4515x19							\$112.05	\$254.72	\$13,245.44
COC PARKS & REC	2910 COLONIAL DRIVE	5	.1575x12	.1785x10	.3045x44		.21x5x3	.2205x6	.1575x8	.2625x1	.4515x3							\$29.92	\$55.18	\$4,425.20
COC PARKS & REC	2910 COLONIAL DRIVE	7	.1575X33	.1785X47	.3045X77						.4515X7							\$38.46	\$80.98	\$4,210.96
COC PARKS & REC	2910 COLONIAL DRIVE	10	.1575x44	.1785x47	.3045x111				.1575x23	.2625x5	.4515x11							\$56.59	\$118.70	\$6,172.40
COC PARKS-MATS	1111 Recreation Dr	N/A															\$48.56	\$9.23	\$57.79	\$3,005.08
COC SOLID WASTE	2910 COLONIAL DRIVE	47	.1575x306	.1785x177	.3045x484				.1575x11		.4515x47							\$184.31	\$456.36	\$23,730.72
COC SOLID WASTE	2910 COLONIAL DRIVE	21	.1575x155	.1785x86	.3045x226						.4515x21							\$91.69	\$213.45	\$11,099.40
COC SOLID WASTE	2910 COLONIAL DRIVE	10	.1575x48	.1785x40	.3045x123						.4515x10							\$45.11	\$101.84	\$7,641.40
COC SUPPORT SRVC	1924 CALHOUN STREET	16			.3045x95				.1575x95	.2625x32	.4515x17							\$97.86	\$157.83	\$8,207.16
COC WATER	1815 LEESBURG ROAD	8												.58x88	.60x88	.92x8		\$54.47	\$165.67	\$8,614.84
COC WATER DIST.	808 NORTH SPRINGS	8												.58x88	.60x88	.92x8		\$54.47	\$165.67	\$9,614.84
CITY OF COLUMBIA	1200 SIMON TREE LANE	N/A															\$40.53	\$9.24	\$49.77	\$2,588.04
COC - DWC	300 LAUREL ST	5		.3885x10													\$3.85	\$20.27	\$24.12	\$1,254.24
COC CANAL	300 LAUREL STREET	24		.378x10	.3045x149				.1575x25		.4515x1	1.96x5	.6930x5				\$29.32	\$62.57	\$171.43	\$8,914.36
COC FORESTRY	2910 COLONIAL DRIVE	12	.1575x57	.1785x52	.3045x110				.1575x6		.4515x10							\$53.72	\$121.94	\$6,840.88
COC PARKING	820 WASHINGTON ST.				.3045x11				.1575x6	.2625x5	.4515x1							\$16.06	\$22.90	\$1,190.80
COC RADIO S.	2910 COLONIAL DRIVE	2	.1575x14	.1785x2	.3045x22				.1575x12		.4515x2		.3675x5					\$22.36	\$38.40	\$1,996.80
COC RECORDS	1924 CALHOUN ST	1						.2205x9	.1575x2			.7140x1						\$16.05	\$22.52	\$1,171.04
COC SOILD WA	2910 COLONIAL DRIVE	N/A															\$36.71	\$9.23	\$46.29	\$1,327.04
COC SOLID WA	2910 COLONIAL DRIVE	33	.1575x188	.1785x161	.3045x345						.4515x33							\$129.26	\$313.33	\$16,293.16
COC SOLID WA	2910 COLONIAL DRIVE	2	.1575x12	.1785x10	.3045x22						.4515x2							\$16.89	\$29.08	\$1,512.16
COC STREET D	2910 COLONIAL DRIVE	9	.1575x47	.1785x55	.3045x99						.4515x9							\$48.91	\$109.34	\$5,685.68
COC STREET D	2910 COLONIAL DRIVE	9	.1575x60	.1785x41	.3045x99						.4515x9							\$44.19	\$103.64	\$5,389.28
COC TRAFFIC	2910 COLONIAL DRIVE	12	.1575x98	.1785x12	.3045x135						.4515x12						\$5.42	\$72.91	\$165.42	\$8,601.84
COC WATER	4013 W BELTLINE BLVD	21					.21x5		.1575x16					.58x192	.60x205	.92x16		\$99.92	\$353.21	\$18,366.92
COC WATER	4013 W BELTLINE BLVD	23							.1575x24					.58x97	.60x175	.92x14	\$9.72	\$79.90	\$258.38	\$13,435.76
COC WATER D.	2712 NORTH LAKE DRIVE	6							.1575x11					.58x36	.60x66	.92x6	\$12.56	\$38.63	\$106.36	\$5,530.72
COC WATER D.	3884 FERNANDINA ROAD	13												.58x133	.60x133	.92x13	\$7.41	\$75.87	\$244.77	\$12,728.04

COLUMBIA LAKE MURRAY WAT	102 ROCKY POINT ROAD	26	.1575x14	.378x10	.3045x211				.1575x88		.4515x14	1.96x6	.693x6				\$8.37	\$114.19	\$248.38	\$12,915.76
COLUMBIA LAKE MURRAY WAT	102 ROCKY POINT ROAD	N/A															\$3.43	\$9.14	\$12.57	\$653.64
COLUMBIA PARKS	300 LAUREL ST	25	0.273x116	0.273x113														\$65.28	\$134.27	\$6,982.04
COLUMBIA PARKS&REC STAFF	1111 RECREATION DR	75						.2205x2	.1575x423									\$111.85	\$200.17	\$10,408.84
COLUMBIA SERVICE CENTER	2910 COLONIAL DRIVE	N/A															\$68.62	\$9.23	\$77.85	\$4,528.16
COLUMBIA STREET DIVISION	2910 COLONIAL DRIVE	10	.1575x57	.1785x42	.3045x99						.4515x9							\$44.79	\$157.27	\$8,178.04
COLUMBIA WASTEWATER MGNMT	4013 WEST BELTLINE BLVD	50							.1575x44					.58x438	.60x520	.92x49	\$71.68	\$193.60	\$883.33	\$45,933.16
COLUMBIA-RICHLAND 911	1800 LAUREL ST	64							.1575x304									\$105.13	\$160.08	\$8,324.16
COC-POLICE	920 HEMLOCK RD	2	.1575x12	.1785x16	.3045x22						.4515x2						\$7.52	\$17.87	\$38.74	\$2,014.48
CUSTOMER CARE CENTER	1401 MAIN ST	21			.3045x231				.1575x213		.4515x21							\$120.47	\$246.55	\$12,820.60
PLANNING & DEVELOPMENT	1136 WASHINGTON ST	20			.2415x51		.2415x40	.2520x45	.1575x15									\$49.08	\$89.49	\$4,653.48
WASTE WATER COMPLIANCE	1200 SIMON TREE LANE	10			.3045x110				.1575x111			.714x8	.3675x2				\$5.19	\$66.49	\$133.26	\$6,929.52

TOTAL \$422,328.72



MEETING DATE: October 7, 2025

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: Council is asked to approve new Sole Source Contracts for several City Departments. Award to multiple vendors in the total amount of \$622,710.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date on June 30, 2026 and the option to renew for one (1) additional one-year period.

REQUISITION NO.: R236685, R236855, R237009

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Item	Vendor and Location	Description	Amount
a.	Transworld, Inc. North Charleston, SC	De-Energizing Testing for the Lake Murray Water Treatment Plant, as requested by Columbia Water on September 5, 2025.	\$57,750.00
<i>Funding Source: Utilities Lake Murray Water Treatment Plant – Maintenance and Service Contract (5516207-638200). The original budget amount is \$57,750.00.</i>			
b.	Keefer Engineering, LLC Columbia, SC	Concurrent Sewer Assessment and Rehabilitation (CSAR-AI) Investigation and Rehabilitation Pilot program, as requested by Columbia Water on September 17, 2025.	\$462,000.00
<i>Funding Source: Water and Sewer Capital Projects – Concurrent Sewer Assessment and Rehabilitation Investigation and Rehabilitation – Capital Project Costs. The original budget amount is \$462,000.00.</i>			
c.	G & I Security Company, LLC Columbia, SC	Security Services, as requested by the Homeless Services Department on September 25, 2025.	\$102,960.00
<i>Funding Source: Rapid Shelter Homeless – Special Contracts (1014501-638300). The original budget amount is \$102,960.00. This contract is funded through the South Carolina Opioid Recovery Fund.</i>			
Total			\$622,710.00

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

ATTACHMENTS:

- **#a:** Transworld Council Memo (PDF)
- **#b:** APPROVED - 25027802 - Transworld SSA (PDF)
- **#c:** APPROVED - 25027542 - Keefer Engineering Sole Source Contract (PDF)
- **#d:** APPROVED - 25027985 - Contract - GI Security Services 9-2025 (PDF)



Lake Murray Water Plant/Utility Operations
102 Rocky Point Road | Columbia, SC 29212 | (803) 781-2181

DATE: September 8, 2025

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 & Contracts

RE: Recommendation for Approval: De-Energized Electrical Testing – Phase 1

Summary:

To ensure the continued safe and reliable operation of electrical systems critical to the Lake Murray Water Treatment Plant, Columbia Water respectfully requests City Council approval to proceed with Phase 1 of the De-Energized Electrical Testing program.

Scope of Services:

The testing will be performed by **Transworld Inc. Electric**, a firm specializing in electrical reliability testing in accordance with National Electrical Testing Association (NETA) standards. The work will include:

- De-energized testing of medium voltage equipment.
- Inspection and verification of protective relay and trip unit settings.
- Coordination of safe system shutdowns and lockout/tagout procedures.
- Documentation of findings and recommendations for corrective actions if needed.

This testing is part of a multi-phase effort to evaluate and maintain the integrity of the electrical distribution system at the Lake Murray Water Treatment Plant.

Procurement Details:

- **Vendor:** Transworld Inc. Electric
- **Requisition Number:** R236685
- **Phase 1 Cost:** \$57,750.00
- **Future Phases:** Additional phases will be planned and budgeted in subsequent fiscal years.

ColumbiaSCWater.Net



Budget Allocation:

Funding for Phase 1 is included in the FY25-26 operational budget for Columbia Water.

Justification:

De-Energized Electrical Testing is essential for:

- Preventing costly equipment failures and unplanned outages.
- Ensuring compliance with safety and electrical reliability standards.
- Supporting uninterrupted operation of the Lake Murray Water Treatment Plant, which is vital to the City's water supply.

Recommendation:

Columbia Water respectfully requests City Council approval to proceed with Phase 1 of the De-Energized Electrical Testing program with **Transworld Inc. Electric** in the amount of **\$57,750.00**.

Please contact our office if you require additional details or clarification.

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, 2026. An option to renew or continue purchasing goods and/or services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

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

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

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

6. Compensation. The total compensation paid by the City to Seller under this AGREEMENT shall not exceed **Fifty Seven Thousand Seven Hundred Fifty dollars and 00/100, (\$57,750.00)** unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and/or services. Each invoice submitted must describe the items, show payment calculations and specify the person(s) rendering such service(s), if applicable. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

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

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

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

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

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

require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Seller's Worker Compensation Insurance. The Seller shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this AGREEMENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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: _____

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 9/17/2025

TRANSWORLD INC.

By: _____

By: _____

Witness: _____

Title: _____

Date: _____



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

Written Determination for Procurement Exceptions

Need/Description:	Energized Service and Inspections of all TEGG Equipment
Estimated Budget:	57,750.00
Requisition Number:	R236685
End Using Department:	Lake Murray WTP
City Contracts/Project Mgr:	Corey Jarels, 803-749-5857
Proposed Contractor:	Transworld Inc
Contractor Contact Info:	Aaron Olson, aolson@twielectric.com, 843-577-3491

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 Lake Murray WTP and all the lakeside pump stations.

TEGG is an electrical hazard detection service offered by Transworld. The company has technicians that visit the distribution sites listed in the scope of work and performs detailed scanning of all electrical systems to detect any failing components. They provide a detailed report and a cloud-based database system for each location with all of the electrical information for each site. This services an early detection maintenance plan for crucial electrical equipment in distribution. Failing components can be identified and replaced before an actual failure occurs. If a failure occurs this could leave our remote sites off line until repairs can be made. Sometimes, a failure of one component can cascade and create other failures along the circuit.

TEGG Electrical hazard detection service is proprietary and not offered by any other vendor.

Per the TEGG website, Transworld is the only authorized servicer in all of SC. - From the service finder tool.

W. Frank E. Smith

Signature of End User Department Head

09/5/2025

Date

Shannon L. Lewis

Signature of Purchasing Agent

9/16/2025

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

ABM Franchising Group Brands



Your *TEGG* Provider
SERVICE

PO Box 21373, Charleston, SC 29413 (843) 577-3491 FAX (843) 722-0117

Name: City of Columbia – Lake Murray WTP	Job: De-Energized Testing
Address: Columbia, SC	Attn : Corey Jarels Phone: 803-849-0668
State: SC Date: 08/27/2025	

Transworld Inc Electric is pleased to offer the following quotations for De-Energized Testing:

SCOPE OF WORK:

Total cost for De-Energized Testing:

Medium Voltage Testing Total \$134,250.00

- Phase 1* - \$57,750
- Phase 2* - \$40,500
- Phase 3* - \$36,000

Low Voltage Testing - \$34,000.00

*Scope of Testing – See attached Work Breakdown Structure

*Phased yearly testing layout – see attached

*Pricing for current budget year, prices subject to change for future years

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 & Lockout/Tagout 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.
- Customer is responsible for supplying testing power during energized testing. Typically, a 20-amp wall outlet will be sufficient.

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 warrants 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:** _____

Electrical Asset Management Program

Scope of Services for Turnkey Solutions

Professional Solutions

For the Consideration Of:

Corey Jarels

Lake Murray WTP - Superintendent



The City of Columbia Lake
Murray WTP

Prepared By:

Aaron Olson

August 28, 2025


TRANSWORLD ELECTRIC INC

11553 King Street Ext.
Charleston, SC 29405
(843) 577-3491

August 28, 2025

City of Columbia
Lake Murray WTP
102 Rocky Point Dr
Columbia, SC 29212

Attention: **Corey Jarels**
Operations Manager

Project: Electrical Asset Management Program – Turnkey solutions

Site: Lake Murray Water Treatment Plant

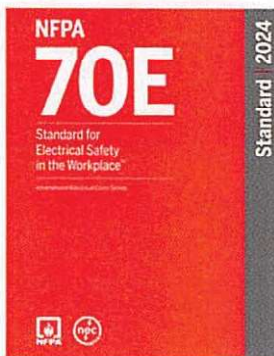
Dear **Mr. Jarels**,

Thank you for taking the time to review our capabilities for services on your electrical distribution system. We have customized this program to address and assist with the following objectives and compliance requirements:

1. Ensure continuity of operations and maintain system reliability
2. Implement a preventive and proactive maintenance program
3. Conduct a more in-depth analysis of your electrical distribution system
4. Have a software that allows you to reference the electrical distribution system
5. Adhere to the NFPA 70E standard
6. Adhere to the NFPA 70B standard
7. Adhere to CNESST regulations
8. Adhere to the regulations of the Quebec Construction Code, Chapter V

TRANSWORLD is proud to work with you and your staff to ensure the safety and reliability of your electrical distribution system.

The following solution, written in reference to the manufacturer's codes, standards and recommendations, will assist **The City of Columbia**. in mitigating and reducing their liability.


NFPA 70E REQUIREMENTS

110.3 (A) *The employer shall implement and document an overall electrical safety program that directs activity appropriate to the risk associated with electrical hazards.*

110.3 (C) *The electrical safety program shall include elements that consider condition of maintenance of electrical equipment and systems*

205.4 *Electrical equipment shall be maintained in accordance with manufacturers' instructions or industry consensus standards to reduce the risk associated with failure. The equipment owner or the owner's designated representative shall be responsible for maintenance of the electrical equipment and documentation. Overcurrent protective devices shall be maintained in accordance with the manufacturers' instructions or industry consensus standards. Maintenance, tests, and inspections shall be documented.*

The Electrical Asset Management Program has been segmented into two parts:

1. DESCRIPTION OF WORK CAPABILITIES

- A. General inclusions for a turnkey solution
- B. Energized maintenance
- C. De-energized maintenance
- D. Predictive and proactive maintenance 750V and below
- E. Arc Flash and Shock Hazard Analysis
- F. NFPA 70E – Workplace Electrical Safety awareness training

1. DESCRIPTION OF WORK

A. GENERAL INCLUSIONS for turnkey solution

- ∞ Create MOP (Method of Procedures) for the de-energized maintenance
- ∞ Coordinate with Dominion for disconnecting power if required
- ∞ Create the maintenance schedule for all work
- ∞ On call 24/7
- ∞ ENGINEERING: review, maintain and update AUTOCAD drawings
- ∞ ENGINEERING: Power quality analysis on main incoming (annually). Includes diagnostics, reports, and recommendations.
- ∞ NFPA 70E electrical safety awareness training

B. ENERGIZED MAINTENANCE

- ∞ Prior to beginning work, perform and document a **Risk Assessment Procedure (RAP)**, including signing and documenting an **Energized Electrical Work Permit** as per NFPA 70E requirements.
- ∞ **SAFETY**: Two certified electricians/technicians will perform the work.
- ∞ **SAFETY**: The electricians follow the NFPA 70E standards. They will wear arc flash and shock hazard personal protective equipment (PPE) as defined by the NFPA 70E standard.
- ∞ Enter a **complete inventory** in TEGGPro® of all the equipment that was tested. Affix a unique ID label on each component and update annually.
- ∞ Perform a **visual inspection** of the entire Electrical Distribution System (EDS).

- ✓ Examines the overall condition of equipment for physical damage.
 - ✓ Examine insulators and barriers for signs of arcing, corona, and tracking.
 - ✓ Check all signs of damage, overheating and ionization.
 - ✓ Inspect wiring and grounding circuits.
 - ✓ Document in the TEGGPro® software any identified concerns or potential problems.
- ∞ Record and document in TEGGPro® all **electrical code violations and safety issues** related to the electrical system.
 - ∞ An **ultrasonic inspection** will be performed on the electrical distribution system prior to removing the equipment covers to ensure that no danger is present and also to assist in diagnosing potential problems that the infrared camera potentially would not detect if there is not enough load on the system.
 - ∞ Perform **infrared thermography** on the entire electrical distribution system.
 - ∞ Any critical anomaly will be reported immediately to the site representative to determine further actions.
 - ∞ Once the problem has been corrected by **TRANSWORLD**, we will perform a second infrared thermographic inspection at **no additional charge**, and will update images in TEGGPro®.
 - ∞ All reports will be returned to the client in PDF and an access code for TEGGPro® will be provided. *Maintenance documentation is a requirement as per section 205.4 in the NFPA 70E.*
 - ∞ Once completed, a certificate of inspection will be provided.

C.



We will provide the safety equipment, service instruments and labor to conduct, interpret, and document the results of the applicable comprehensive diagnostic services and inspections **that can be safely performed** on the electrical component(s) and/or connection(s) identified in the "System Components and Planned Service Interval" section of this Agreement. These services will be performed at a mutually agreed schedule, while your electrical distribution system and/or electrical component(s) is de-energized and include, as appropriate, the following:

- ∞ **Insulation Resistance Service:** Measure and record the resistance of insulation under specified conditions set forth by manufacturer and/or **NFPA 70B**. This service is designed to assure that your electrical system and components' insulation values are at an acceptable level, reducing the risk of explosions, fires and catastrophic breakdowns.

-
- ∞ **Winding Resistance Service:** Measure, record and compare the winding resistance of components. This service will assure that components are operating to manufacturer's specifications, extending useful life, and reducing the risk of catastrophic failure.
 - ∞ **Contact Resistance Service:** Measure and record the resistances present between contact surfaces. This service addresses poor contact surfaces that would cause increased voltage drop, increased heat and reduced life expectancy, causing brown-outs, black-outs, explosions, fires and catastrophic failures.
 - ∞ **Circuit Breaker Service (Low Voltage):** Measure, test, record and document findings regarding all applicable low voltage circuit breakers. The proper Service and inspection of your circuit breakers will reduce the risk of business interruption, fire and catastrophic failure.
 - ∞ **Ground Resistance Service:** Measure and record the resistance of conductors, connections and devices. This service will reduce the risk of power quality, harmonic and safety issues.
 - ∞ **Transformer Service:** For transformers which are customer owned, record and monitor all appropriate service and inspection to manufacturer's recommendations and/or **NFPA 70B**. This service and inspection is performed to reduce the risk of transformer failure, which could result in fire, and/or catastrophic failure.
 - ∞ **Visual and Mechanical Inspection:** Interior and exterior of all components will be inspected to ascertain and, if necessary, make certain adjustments to ensure that its performance remains within specified limits. We will also identify corrosion, rust and discoloration, leaks, safety hazards, applicable electric code violations, grounding, physical damage and the general condition of components

D. PREDICTIVE AND PROACTIVE CARE 750V and below

We will provide the safety equipment, service instruments, and labor to perform the predictive and proactive services tasks that can be safely performed, as appropriate, in either an energized or de-energized state.

- ∞ **Equipment Nameplates:** Compare equipment nameplate data with drawings and specifications.
- ∞ **Remove Covers:** Remove and replace covers on all Electrical System Components, where applicable.
- ∞ **Inspection:** Inspect physical, electrical, and mechanical condition.
- ∞ **Check Tightness:** Torque all connections and terminations to applicable specifications.
- ∞ **Installation:** Verify appropriate anchorage, required area clearances, physical damage, and correct alignment.
- ∞ **Exercising:** Exercise all active components (when applicable).
- ∞ **Mechanical Indicators:** Inspect all mechanical indicating devices for correct operation and indication.
- ∞ **Cleaning:** Clean interior and exterior of equipment, including vacuuming or blowing out as required.
- ∞ **Lubrication:** Lubricate, as appropriate, to assure proper mechanical function(s).
- ∞ **Minor Repairs:** Perform minor "repairs", i.e. replace missing knockouts.
- ∞ **Analysis:** Compare test results and trends in order to determine appropriate actions to minimize the likelihood of an unscheduled business interruption or safety hazard.
- ∞ **One-Line Drawings:** Update Autocad drawings.

E. ARC FLASH AND SHOCK HAZARD ANALYSIS

Field Data Requirements

Below is the data needed for performing an Incident Energy Analysis:



-  For all alternative power sources such as UPS systems or generators
 - Manufacturer and model number
 - Normal load capacities (kW/kVA rating)
 - Short circuit current contribution capabilities (e.g. generator decrement curve)
 - Overcurrent protection: type, manufacturer, and part number plus settings as detailed below if circuit breaker, relay or fuse
-  Methods of operating incoming utility power and alternative power sources and type of switching (open transition or closed transition)
-  For each circuit: conductor type, size, length and number per phase and conduit type
-  For each transformer: KVA rating, voltage ratings, impedances, and number of phases (including utility transformers)
-  For motors: HP ratings, power factor, efficiency, voltage, number of phases and if there are any restrictions on running motors simultaneously
 - Type of starter (e.g., across-the-line, VFD, reduced voltage starter – solid-state or mechanical)
 - Settings of VFD's or solid-state starters (for coordination study only)
-  All fuses encountered in the scope of the study:
 - Location/circuit protecting
 - Manufacturer
 - Fuse type or brand and part number
 - Ampere rating
-  All circuit breakers encountered in the scope of the study:
 - Location/circuit protecting
 - Manufacturer
 - Circuit breaker type or brand and part number
 - Interrupting rating at applied system voltage
 - Frame ampere rating
 - Ampere rating of non-adjustable circuit breakers
 - Model number of interchangeable trip unit and/or rating plug
 - All ampere and time settings with the range of possible settings for adjustable circuit breakers
 - Long-time pickup, long-time delay
 - Short time pickup, short-time delay
 - Instantaneous (magnetic pick-up)
 - Ground-fault pick-up, ground-fault delay
-  For all relays (including ground fault protection relays)
 - Manufacturer and part numbers
 - Settings: present and possible ranges
 - C.T. rating (e.g., 1200:5)
-  Provide the sequence of operations for your electrical equipment. This will include, but not be limited to, transfer switches, and other power transferring modes.
-  Provide information on the intended sequence of operation for all key-interlocking systems associated with the power distribution system

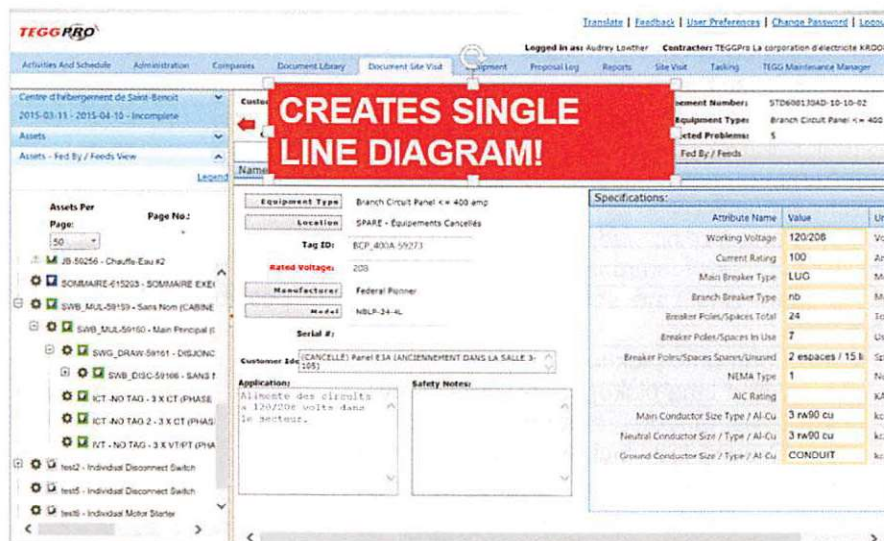
4.3.5.1 - (1) Improper or inadequate maintenance can result in increased opening time of the overcurrent protective device, thus increasing the incident energy. When equipment is not properly installed or properly maintained, PPE selection based upon incident energy analysis or the PPE category method may not provide adequate protection from arc flash hazards!

Description of work

In order to gather the field data requirements, TRANSWORLD will need access to all your electrical distribution system.

Included in this scope of work is:

-  **SAFETY:** Our Electricians practice the NFPA 70E standards. They wear all the proper personal protective equipment and Arc Flash Resistance Clothing. This significantly reduces the risk of an injury and protects yourself and the owner from on-site injuries and downtime.
-  Enter a complete inventory, make, model number, etc... of all the equipment that was tested. Affix a unique ID sticker to each piece of equipment and update the database with your complete Electrical Distribution System in TEGGPro®.
-  Create line diagram in TEGGPro® identifying **what device feeds what device**. This will assist with the Lock out Tag Out (LOTO) health and safety program.

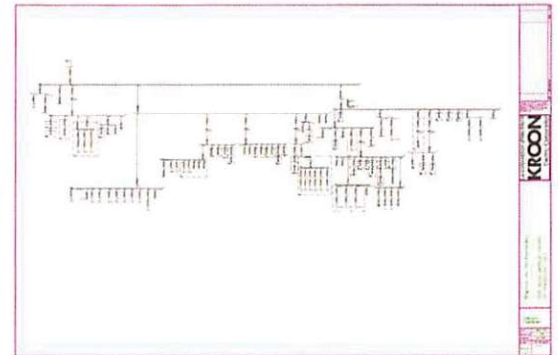


CREATES SINGLE LINE DIAGRAM!

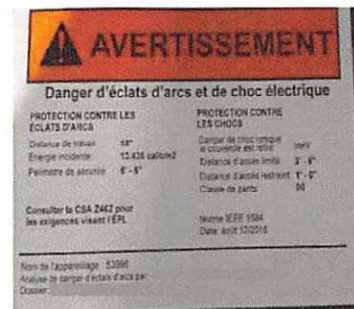
Attribute Name	Value	Unit
Working Voltage	120/208	Volt
Current Rating	100	Amps
Main Breaker Type	LUG	Mod
Branch Breaker Type	nb	Mod
Breaker Poles/Spaces Total	24	Totl
Breaker Poles/Spaces In Use	7	Use
Breaker Poles/Spaces Unused	2 spaces / 15 b	Spa
NEMA Type	1	Nur
AIC Rating		kAin
Main Conductor Size Type / Al-Cu	3 ra00 cu	kcm
Neutral Conductor Size / Type / Al-Cu	3 ra00 cu	kcm
Ground Conductor Size / Type / Al-Cu	CONDUIT	kcm

-  Create and update annually the single line diagram.

- **5.2.2 Single-line diagram** - A single-line diagram for the electrical system, where provided, shall be maintained in a legible condition and shall be kept current.
- **4.2.1 Elements of control of an electrically safe work condition** : An electrically safe work condition shall be achieved when performed in accordance with the procedures specified in Clause 4.2.2 and verified by the following process:
 - (a) Determine all possible sources of electrical supply to the specific equipment. Check applicable up-to-date drawings, diagrams, and identification tags.



- Provide Arc Flash Study Report with all findings and recommendations
- Provide and install Arc Flash labels throughout facility. Example below is the arc flash label of a 208V panel.



No shortcuts will be taken.

- All recorded information will be presented to you using TEGG® Corporations licensed software, TEGGPro® and will be available web base. **This documentation is required as per section 110.3 (A) in the NFPA 70E.**

F. ***NFPA 70E – Workplace Electrical Safety awareness training

- Includes instructor's manual
- Certificate of awareness training

SOLE SOURCE CONTRACT GOODS and/or SERVICES CONTRACT

THIS CONTRACT, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City" or "Buyer") and **Keefer Engineering** (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 Contractor. The Seller shall be responsible for any costs relating to the same. The Seller shall complete all sales under this CONTRACT within the timeframes set forth in Exhibit B.

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

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

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://procurement.columbiasc.gov/wp-content/uploads/2021/09/General-COC-Purchase-Order-Terms-Conditions.pdf>, or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, are incorporated by reference herein as part of this Contractor: 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 Contract;

and Other Applicable Terms and Conditions. **By signing this Contract, 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 CONTRACT 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 CONTRACT shall not exceed **Four Hundred Six-Two Thousand Dollars and zero cents, (\$462,000.00)** unless authorized by the City under Section 2 of this CONTRACT. 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 CONTRACT 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 CONTRACT. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Seller under this CONTRACT

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 CONTRACT such insurance as required by statute, ordinance, or this Contract, to adequately protect the City from any claims or damages including bodily injury or death, which may arise from them during operations under this CONTRACT. 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 CONTRACT, 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 Contract, 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 CONTRACT.

☒ 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 CONTRACT and this insurance shall remain in effect throughout the term of this CONTRACT, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion.

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 CONTRACT.

10. Termination. This CONTRACT 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 CONTRACT 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 CONTRACT for any reason whatsoever.

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

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

14. No Third Party Beneficiaries. Nothing in this CONTRACT 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 CONTRACT 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 CONTRACT will at all times be considered employees of Seller.

16. Dispute Resolution. In the event there are any disContracts between the City and the Seller with regard to any of the requirements, specifications or interpretation of this CONTRACT, 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 CONTRACT, if any, shall not be construed against the City.

17. Conflict of Terms. In the event any terms or conditions within this CONTRACT 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 CONTRACT, the duly authorized representatives of the parties have executed this CONTRACT.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

By: _____

Witness: _____

Title: City Manager

Date: _____

KEEFER ENGINEERING

By: _____

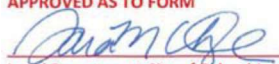
By: _____

Witness: _____

Title: _____

Date: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC

9/2/2025



Exhibit A

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:	SS7668 CSAR-AI Investigation and Rehabilitation Pilot on Minor
Estimated Budget:	\$462,000
Requisition Number:	TBD - Pending Budget Transfer
End Using Department:	Engineering
City Contracts/Project Mgr:	Andrea Bolling
Proposed Contractor:	Keefer Engineering
Contractor Contact Info:	803-509-0160

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

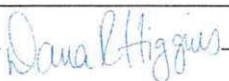
NOTE: Competitive sealed proposals exceptions will be noted as part of the Procurement and Contracts Department Solicitation Request Packet. Pertinent procurement information for State Contract and Cooperative Contracting procurements will be noted in Finance Enterprise.

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:

Pilot program utilizing new technology to determine cost savings for annual sanitary sewer pipe rehabilitation

 Date: 2025.08.07 14:47:38 -04'00'

Signature of End User Department Head

Date

 8/29/2025

Signature of Purchasing Agent

Date

Exhibit B



Attn: Andrea Bolling, PE, CFM
 Deputy Director of Engineering, Columbia Water
 1401 Main Street, 5th Floor, Columbia, SC 29201

Date: August 5, 2025

Subject: Scope and Fee Proposal for Keefer Engineering to Conduct Pilot CCTV Inspection Project in Sewer Basin MC02 Using CSAR-AI™ Process

Ms. Bolling, Keefer Engineering, a veteran-owned Certified Disadvantaged Business Enterprise (CDBE) and a Protégé with the City of Columbia, is pleased to submit this scope and fee proposal for a pilot project to conduct closed-circuit television (CCTV) inspection and assessment of 75,000 linear feet of sewer infrastructure in the MC02 Sewer Basin. Our proprietary Concurrent Sewer Assessment and Rehabilitation-AI (CSAR-AI™) process is uniquely designed to meet the City of Columbia's infrastructure needs, construction standards, and project requirements, delivering a comprehensive and efficient solution.

Project Scope: Keefer Engineering proposes to perform the following services for the MC02 Sewer Basin pilot project, adhering strictly to the City of Columbia's specifications for CCTV and data quality control with all data reviewers being NASSCO Certified:

Task 1: CCTV Data Collection and Recommendation

- **CCTV Inspection:** Conduct CCTV inspection of 75,000 linear feet of sewer infrastructure, delivered in Pipeline Assessment Certification Program (PACP) format to ensure compliance with City standards and industry best practices.
- **Rehabilitation Work Package:** Develop a customized Rehabilitation Work Package based on CSAR-AI™ analysis, providing actionable recommendations tailored to the City's construction standards and specifications.
- **Deliverables:** Provide a Geodatabase containing PACP data, comprehensive reports, video footage, pictures, and rehabilitation recommendations, all formatted to meet the City's data quality control standards.
- **Scope Limitation:** Any additional CCTV work outside the 75,000 linear feet scope must be reviewed and approved by the City of Columbia prior to commencement to ensure alignment with project objectives and budget.

Task 2: Construction Observation

- **Full-Time** a full-time field representative for an 8-month project duration to oversee operations, ensure quality control, and facilitate coordination with City staff.

The CSAR-AI™ process integrates advanced CCTV inspection with artificial intelligence to analyze sewer conditions in real time, delivering a comprehensive, end-to-end solution that combines assessment, analysis, and City-specific rehabilitation planning. This approach ensures high accuracy, efficiency, and

compatibility with the City's infrastructure, distinguishing it from other solutions, such as Sewer AI, which focus primarily on defect coding and data review. Fee Proposal

Fee Proposal

Task 1: CCTV Data Collection and Recommendation's will be a fee of \$4.20 per linear foot not to exceed 75,000 linear feet for a total of \$315,000.00.

Task 2: Construction Observation will be a fee of \$1.40 per linear foot not to exceed 75,000 Linear feet for \$105,000.00 for the duration not to exceed 8 months.

Total: The total proposed fee is for \$5.60 per linear foot for the 75,000 linear feet in the MC02 Sewer Basin, totaling \$420,000.00.

This pricing reflects the efficiency and cost-effectiveness of the CSAR-AI™ process, which streamlines the inspection and recommendation phases, reducing project timelines and minimizing costs associated with iterative reviews or non-compliant recommendations.

Qualifications and Benefits: Keefer Engineering is uniquely qualified to deliver this project due to the following:

- **Proprietary CSAR-AI™ Process:** Integrates advanced CCTV inspection and AI-driven analysis to provide tailored rehabilitation recommendations, ensuring compliance with the City's standards and eliminating the need for costly modifications required by generic solutions.
- **Adherence to City Specifications:** All CCTV inspections and deliverables, including the Geodatabase, will strictly follow the City of Columbia's specifications for CCTV and data quality control, ensuring seamless integration with City systems.
- **Alignment with City Goals:** As a Protégé with the City of Columbia, Keefer Engineering is committed to building capacity and delivering services that align with the City's operational, budgetary, and diversity objectives.
- **No Comparable Alternatives:** No other vendor offers a process that simultaneously conducts CCTV inspections, analyzes data, and delivers a Rehabilitation Work Package and Geodatabase tailored to the City's standards, making Keefer Engineering the ideal partner for this project.

We respectfully request the City of Columbia's approval to proceed with this pilot project, confident that our expertise and innovative technology will ensure the success of the MC02 Sewer Basin Assessment. Please feel free to contact me to discuss this proposal further or to initiate the next steps.

Prepared By:



Tom Keefer, Chief Officer of Operations
Keefer Engineering, LLC
P.O. Box 2771, Columbia, SC 29201



CONTRACT FOR PROFESSIONAL SERVICES

This Contract is awarded under procurement method: Sole Source.

1. **PURPOSE** – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and G&I Security Company, LLC, (hereinafter referred to as the “Contractor,”), to provide three armed security officers in uniform with arrest authority if necessary for the City of Columbia, SC.

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

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

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

4. **TERM OF CONTRACT** – The term of the Contract is the date of the in the *Notice to Proceed and a valid Purchase Order from the City of Columbia* for a term of six (6) months.
5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor shall complete any and all services performed under this Contract within the timeframes as outlined in Exhibit A, attached hereto.
6. **COMPENSATION** – (See Exhibit B)

- A. The total compensation to be paid by the City to the Contractor under this Contract shall not exceed One Hundred Two Thousand, Nine Hundred and Sixty Dollars and No/100 (\$102,960.00).
- B. The Contractor shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Contractor must invoice monthly regardless of work being completed during that period. If no work is completed, a zero-balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subcontractors shown on Exhibit C hereto.** Each invoice shall bear the signature of the Contractor, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.
- C. Invoicing Procedure
Failure of the Contractor to follow these invoice requirements will result in the delay of payment of the invoice.
- D. Prompt Payment to Subcontractors and Material Suppliers (Use Prompt Payment Affidavit)

1. The Contractor is required to pay all Subcontractors and material suppliers for all work that the Subcontractor has satisfactorily completed, no later than twenty (20) calendar days after the Contractor has received payment from the City.
2. In addition, all retainage amounts received from the City by the Contractor must be paid by the Contractor to the Subcontractor no later than fourteen (14) calendar days after the Subcontractor 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 Subcontractor or material supplier requires good cause and prior written approval of the City or designee.
4. The Contractor is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Contractor for subsequent work performed unless and until the Contractor ensures that the Subcontractors 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 Contractor's sworn statement that it has complied with the prompt payment requirements. The Contractor must submit a Prompt Payment Affidavit, Subcontractor list that identifies each Subcontractor (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subcontractor(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.
6. Failure to comply with these prompt payment requirements is a breach of this Contract. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Contractor debarment.

E. Affirmative Action Procurement and Contracting Goals:

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

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

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

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

F. Subcontracting Goals

Under this Contract, the subcontracting goals are as follows:

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

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) **Non-applicable**

8. **INDEMNIFICATION & INSURANCE**

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

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

Workers Compensation Insurance: The Contractor shall procure and shall maintain during the life of this Contract, Workers Compensation Insurance for all employees to be engaged in work on the project under this Contract, and in case any work is subcontracted, the Contractor shall require the Subcontractor 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 Contractor Worker Compensation Insurance. The Contractor shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Contract.

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

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

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

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

The Contractor will also agree to promptly notify the City of any civil or criminal actions filed against the Contractor or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the

services provided under this Contract. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

9. PERMITS & LICENSES

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

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

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

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

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

- A. **DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term;
- B. The Contractor fails to perform any of the services required in this Contract and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;

- C. Force Majeure;
 - D. The City, at its sole option and discretion, has the right to terminate this Contract for any reason whatsoever. A termination for default under this Contract, if wrongfully made, shall be treated as a termination for convenience under this clause;
 - E. Upon expiration of the term of this Contract; and
 - F. By mutual Contract.
Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Contract prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this Contract. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.
13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Contractor or any Subcontractor retained by the Contractor and related to the services required by this Contract shall be the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by this Contract.
14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Contractor or any Subcontractor retained by the Contractor and related to the services required by this Contract shall be the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by this Contract.
15. **NOTICE** - All notices and communications in connection with this Contract will be addressed to the following:
- | | |
|--|---|
| <p>City of Columbia
 Name: Office of Procurement and Contracts
 Title: Purchasing Agent
 Address: 1800 Main Street
 Second Floor Columbia, SC 29201
 Columbia, SC 29201
 Phone: (803) 545-3470
 Email: procurement@columbiasc.gov</p> | <p>Name of Firm
 Name: Melvin DeWitt
 Title: Owner
 Address: 1225 Laurel St, Suite 205

 Phone: (803) 447-7584
 Email: melvindewitte@yahoo.com</p> |
|--|---|

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

17. **MISCELLANEOUS**

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

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Contract, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Contract, if any, shall not be construed against the City.
- E. This Contract shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Contract and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.
- F. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior communications, negotiations, representations or Contracts, either written or oral. The parties may amend this Contract at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body. The City may, in its discretion, amend this Contract to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Contract, such modifications will be incorporated only by written amendment signed by both the City and the Contractor.
- G. The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Contract at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Contract shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Contract is subject to City Council approval.
- J. The Contractor acknowledges, for itself and its Subcontractors, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 - 1. influence the discharge of a public official's, public members, or public employee's official responsibilities;
 - 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 - 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public members, or public employee's official responsibilities.

"Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex"

G&I Security Company, LLC
Security Services

includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

- L. This Contract shall be binding upon the respondent and upon its successors and assignees. This Contract shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Contract are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise. This Contract, exhibits and other documents include, but are not limited to the Conflict-of-Interest Statement, Non-collusion Affidavit, Business Information Record for Subcontractors /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Contract and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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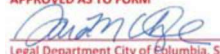
Witness the parties' respective hands and seals on the date first written below.

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date:

APPROVED AS TO FORM

Legal Department City of Columbia, SC
9/29/2025

G & I SECURITY COMPANY, LLC

G&I Security Company, LLC
Security Services

Print: Name/Title

Signature

Date:

(Corporate Seal)

Attest

Signature

Date:

List of Exhibits

Exhibit A – Scope of Services and Schedule for Completion of Services

Exhibit B – Compensation

Exhibit C – Business Information Statement for Subcontractors

Exhibit A – Scope of Services and Schedule for Completion of Services

The Contractor G & I Security Company, LLC agrees to provide the City of Columbia with Three Armed Security Officers in uniform with arrest authority, if necessary.

The Contractor has agreed to provide the service receiver with the following services:

- *One (1) officer – monitoring the gate entrance and exit, and
 - *One (1) officer – monitoring inside to ensure smooth flow, and
 - **One (1) officer – enforcing safety regulations, checking IDs, and enforcing no-trespassing, performing foot patrol, applying crime prevention, and assisting in safety measures.
- * Full Time = 40 hours per week during the hours of 7:30 am – 5:00 pm
- ** Part Time = 30 hours per week during the hours of 11:00 am – 5:00 pm (to include coverage during breaks and lunch)

All officers shall be “Trauma Informed Certified.”

Services are for a 6-month term, and may be canceled by the service receiver at any time with a 5-day written notice.

Exhibit B – Compensation

In return for the service, the City will compensate the Contractor a rate of **\$36.00 per hour per security officer**. Compensation will be contingent upon providing invoice of hours of the service and will be payable upon completion of services.

Officer 1 – 40 hours per week x the rate of \$36.00 per hour x 26 weeks (6 months)

Officer 2 – 40 hours per week x the rate of \$36.00 per hour x 26 weeks (6 months)

Officer 3 – 30 hours per week x the rate of \$36.00 per hour x 26 weeks (6 months)

Officer	Compensation
Officer 1 (full time)	\$37,440.00
Officer 2 (full time)	\$37,440.00
Officer 3 (part time)	\$28,080.00
	TOTAL \$102,960.00

G&I Security Company, LLC
Security Services

Exhibit C – Business Information Statement for Subcontractors

None.



MEETING DATE: October 7, 2025

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: Council is asked to approve the Purchase of Vehicles for several City Departments, as requested by the Fleet Services Division. Award to multiple vendors using the North Carolina Sheriff's Association Cooperative Contract and South Carolina State Contract in the total amount of \$791,775.00.

REQUISITION NO.: R236683, R236737, R236654

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Item	Vendor	Vehicles	Procurement Method	Amount
a.	Versalift North Carolina, LLC dba Versalift Southeast Burlington, NC	One (1) 2024 Ford F-600 Versalift Aerial Truck for the Fleet Services Division, as requested on September 5, 2025.	North Carolina Sheriffs' Contract #26-10-0422	\$190,770.00
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$190,770.00.</i>				
b.	AllSource Enterprises, LLC dba Safe Industries Piedmont, SC	One (1) Rehab Rescue Truck for the Columbia Fire Department, as requested on September 10, 2025.	North Carolina Sheriffs' Contract #FES24-03-Commercial Heavy Rescue	\$534,435.00
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$534,435.00.</i>				

c.	COS Chevrolet, LLC dba Hendrick Chevrolet Charlotte, NC	Two (2) 2026 Chevrolet Equinox LT for the Wastewater Treatment Plant, as requested on September 4, 2025.	SC State Contract #4400037566	\$66,570.00
<i>Funding Source: Wastewater Compliance - Auto, Trucks, Heavy Equipment-Capital (5516231-658500). The original budget amount is \$66,570.00.</i>				
Total				\$791,775.00

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

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

ATTACHMENTS:

- **#a:** September 30 2025 Council Memo - Fleet Services (DOCX)
- **#b:** Versalift Southeast (2) (PDF)
- **#c:** All Source Enterprises LLC- Quote (1) (PDF)
- **#d:** NCSA Contract #26-10-0422 (PDF)
- **#e:** NCSA FES24-03-Commercial Heavy Rescue (PDF)
- **#f:** Hendrick Chevrolet Quote (PDF)
- **#g:** Memo Letter from Columbia Wastewater for Vehicles from Hendrick Chevrolet (PDF)
- **#h:** Updated Memo Letter from Columbia Wastewater for Vehicles from Hendrix Chevrolet (PDF)



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

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

DATE: September 30, 2025

SUBJECT: Recommendation for Approval for Purchase of vehicles for the City of Columbia Public Works Department, Columbia Fire Department, and City of Columbia Wastewater Treatment Plant as requested by the Fleet Services Division.

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

Item	Vehicle	Department	Price	Funding Source
a.	1 – 2024 Ford F-600 Versalift Aerial Truck	Public Works	\$190,770.00	Capital Replacement Program FY 2024-2025
b.	1 – FES Rehab Rescue Truck International MV607	City of Columbia Fire Department	\$534,435.00	Capital Replacement Program FY 2024-2025
c.	2 – 2026 Chevrolet Equinox LT	Wastewater Treatment Plant	\$66,570.00	Department Capital Water Distribution Division FY 2025-2026
Total Amount: \$791,775.00				

This purchase utilizes State Contract and cooperative purchase agreements for vehicles and equipment. Item (a and b) are vehicles that are a capital replacement and funded from the capital lease purchase program FY24/25. Item (c) are vehicles that are a capital replacement and funded from the department's operating budget capital for 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 \$15,000,000 is based upon the replacement schedule for the year and the capacity of the General Fund for the lease payment.

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

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



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

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

We are pleased to quote the VERSALIFT VST-55-HDI, insulated 54 ft. 7 in. (16.6 m) articulating, telescopic aerial platform lift, 59 ft. 7 in. (18.2 m) working height with a horizontal reach of 33 ft. 5 in. (10.2 m) and to include the following items:

- Standard platform capacity of 600 lbs.
- **TruGuard™** dielectric isolating system with right hand single-stick control. All control handles are isolated and tested per ANSI 92.2. The high resistive dielectric system is protected from direct environmental and job-related contamination. **TruGuard™** technology incorporates the use of full hydraulic controls with durable metal handles and linkages.
- Hydraulic platform rotator.
- Hydraulic dual arm **articulating** jib pole and winch package for up to 1,000 lbs. (454 kg.) capacity, including insulated jib pole
- 360° continuous rotation including slip rings.
- Six GPM (22.7 LPM) open center hydraulic system with a 3000 psi (210 kg/cm²) operating pressure
- Side mounted telescopic upper boom allows low stowing of platform. Fiberglass inner boom provides insulation gap of 54 inches (1.4 m) fully retracted meeting ANSI A92.2 requirements for Category C 46KV and below.
- Chassis insulating system (fiberglass lower boom insert) providing 12 in. (0.305 m) insulation gap and including accommodations to bridge insulation gap for testing per ANSI 92.2
- Inner boom finished with white urethane paint over a white gel coat.
- Non-lube bearings used throughout.
- One set of hydraulic tool outlets with pressure limit valve. Valve can be adjusted from 1000 to 2500 psi.
- Sub frame mounted main A-frame outriggers with pivot feet, two control valves, and a selector valve.
- Auxiliary independent narrow A Frame outriggers with pivot feet
- Outrigger boom interlock system for main and auxiliary outriggers
- Integral reservoir with a 17-gallon (64.4 l) capacity and dual sight gauges.
- Side mounted closed heavy-duty one-step 24 in. X 48 in. X 42 in. (0.61m X 1.22m X 1.07m) fiberglass platform including platform liner and vinyl cover.
- Individual full pressure controls at the turret actuate all boom functions and is equipped with a selector valve to override upper controls
- 12-volt DC backup pump providing power to all boom functions
- Automatic throttle control

- Auto boom latch for mounting on inner boom. The rotary auto boom latch works off the lift hydraulic pressure to open and close.
- Standard white urethane paint
- Safety harness and lanyard
- Two operator manuals and service manuals

Minimum Chassis Specs:

- 2025 cab and chassis with a CA of 84"
- GVWR: 22,000 lbs.
- Full specifications available.

BFX Bodies 132" long x 42" high x 94" wide service body including the following:

- 30 in. aluminum tread plate platform extension.
- BFX LED lighting package installed in tail shelf.
- Cable access step at rear and side access.
- Two (2) stainless steel grab handles at side access and two (2) aluminum grab rails at rear tail shelf.
- Wheel chock storage and outrigger pad holders.
- Push/pull rod lock system.
 - **42" High Street side compartments as follows:**
- 1st Vertical: Two (2) adjustable shelves with dividers and cutout for outrigger.
- 2nd Vertical: Two (2) adjustable shelves with dividers.
- Horizontal: One (1) removable shelf with dividers.
- Rear Vertical: Two (2) adjustable shelves with dividers.
- 132" x 18" x 11" fiberglass hotstick top box with door at rear.
 - **42" High Curbside compartments as follows:**
- 1st Vertical: Two (2) adjustable shelves with dividers and cutout for outrigger.
- 2nd Vertical: Grip strut access steps to bed area with removable plastic tail board.
- Horizontal: One (1) adjustable shelf with dividers.
- Rear Vertical: Five (5) fixed material hooks 1-3-1

Installation to include the following:

- Install VERSALIFT VST-55-HDI, mounting hardware, PTO, and pump.
- Install service body and accessories.
- Install combo pintle hitch, D rings and 7 prong trailer connector.
- Install two (2) amber strobe lights in tail shelf and two (2) strobe lights in front grill.
- Install grounding kit, park brake interlock system, back up alarm and mud flaps.
- Supply outrigger pads, wheel chocks, fire extinguisher, and 3 piece triangle reflector kit.
- Test ride completed unit for one (1) hour.
- Test and certify per ANSI A92.2

Sheriffs Association Installed Equipment Price... \$187,211

Option:

In Stock VST55 see below spec:

Chassis: 2024 Ford 600 REGULAR CAB, 4 x4, electric shift on the fly, 6.7L diesel with 10 speed automatic transmission, trailer brake control, AM/FM/Bluetooth/USB, power windows,

door locks and mirrors, keyless entry, white in color, 22,000 lb. GVWR, platform side steps, rear view camera, chrome grille

Aerial: Versalift Aerial platform, Model VST55I, 60' Work height, 37ft side reach, Articulating and telescoping booms, single person bucket w/ liner and cover, 400lbs capacity, rotating bucket 180 degrees, A-Frame outriggers, pistol grip control/hydraulic tool circuit, dielectrically tested

Body: 7'6" L x 54" H chip box (white in color) including: Curbside interior ladder/pruner box, upper side vents, swing to side tailgate, wheel chock holders & chocks, Outrigger pad holders and pads, 4-point LED amber strobe lights, back up alarm, 15,000 lb. capacity tow package with pintle hook, 6-pin & 7 RV trailer plug, Body harness & lanyard, fire extinguisher, DOT triangle kit, Versalift Operator/Parts manual, road tested & safety inspected, Cab guard (black in color) Deck/Boxes: Included Cone holder and tool circuit jumper hose.

Add:\$3,559

Total Price FOB Columbia, SC:.....\$190,770.00

Official Proposal for City of Columbia

All Source Enterprises LLC. dba Safe Industries herewith submits a proposal to City of Columbia for a fire apparatus manufactured by Fire Equipment Sales and Services on September 10, 2025:

<u>Package:</u>	One (1) FES Rehab Rescue with an International MV607 Chassis, Four (4) Compartment Rescue Body, Roll Up Awnings on Each Side of the Body, Zico Fixed Roof Access Ladder, Ladder Storage Through the Top of the Body and Harrison PTO/Direct Driver Generator	
• Prior to Delivery of the Apparatus, Safe Industries Will Perform a Bumper to Bumper Inspection and Pump Test at No Cost to the Customer.		Included
• During the First Year of the Truck's Warranty Period, Safe Industries Will Provide Warranty Inspections at 120 and 330 Days After Delivery at No Charge to the Customer		Included
• Final Inspection Travel, Meals and Expenses for Three (3) Department Personnel		Included
• SC Auto Sales Tax		Included
• NCSA Cooperative Purchasing Contract, Model FES24-03 – Commercial Heavy Rescue		Included

<u>Total of Package:</u>	<u>\$534,435.00</u>
---------------------------------	----------------------------

Final Pricing Shall be Subject to Surcharges Incurred on the Materials and Products Required to Build and Provide your Products. Final Invoices will Include a Line Item Labeled "Surcharge" Along with the Applicable Surcharge Amount. This is not a Negotiable Discussion with Safe Industries as we are Passing Through Costs Required to Build and Provide your Products.

Bidding Organization Name:	<u>All Source Enterprises LLC. DBA Safe Industries</u>
Bidding Organization Address:	<u>5031 Hwy 153</u>
	<u>Easley, SC 29642</u>

Signature of Bidder's Representative:

Name:	<u>Vito Cervone</u>
Title:	<u>Apparatus Sales Representative</u>
Phone:	<u>(843) 300-5183</u>
Email:	<u>vcervone@safeindustries.com</u>

Delivery is to be made to the Customer within approximately 220 working days after receipt of approved chassis by the Manufacturer, FES. Safe Industries (the Company) shall not be held liable for any delay, failure to make delivery due to, war, fire, labor disputes, acts of God, governmental regulations, supplier issues beyond FES's reasonable control, breakdown of machinery, or any other causes or circumstances beyond the reasonable control of the Company which prevent or hinder the Company's manufacture and/or delivery of the Apparatus. Any changes after order submittal, including those made during a pre-construction conference, may void any penalty clauses or require that delivery and penalty be re-negotiated in good faith by both parties. The Bidder's right to withdraw this proposal, if not accepted within thirty (30) days from the above date is hereby acknowledged. The above price is good for 30 days.

5031 HWY 153, EASLEY, SC 29642 | P: 864.845.7175 | F: 864.845.7176

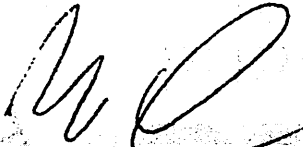
North Carolina Sheriffs' Association Contract Award Agreement

Heavy Equipment Procurement Program Bid 26-10-0422

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

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

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



Signature of Authorized Representative

Timothy B. Ward, President/CEO

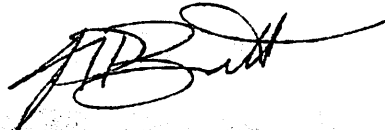
Printed Name of Authorized Representative

ATMAX Equipment Co.

Contractor/Vendor Name (Please Print)

5/19/2025

Date



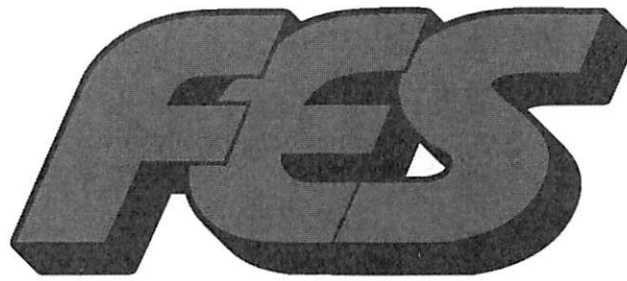
Signature of NCSA Contract Administrator

Jason D. Bennett

Printed Name of NCSA Contract Administrator

May 18, 2025

Date



North Carolina Sheriff's Association



FES24-03 Commercial Heavy Rescue

May 21, 2024

Attachment A



SAFE INDUSTRIES



PROPOSAL

Fire Equipment Sales and Services is pleased to offer the proposed vehicle to meet the intent of the fire department specifications. Fire Equipment Sales and Services is a manufacturer in commercial fire fighting vehicles.

Fire Equipment Sales and Services

1665 Stamey Livestock Road
Sumter, SC 29153
Office: (803) 494-6000

After Hours Emergency Service Hotline: 1-864-845-7175 Option #3

GENERAL INFORMATION

The proposed apparatus will be constructed to withstand the severe and continuous use encountered during emergency fire fighting services. The apparatus will be of the latest type, carefully designed and constructed with due consideration to the nature and distribution of the load to be sustained.

This proposal details the general design criteria of cab and chassis components, aerial device (if applicable), fire pump and related components (if applicable), water tank (if applicable), fire body, electrical components, painting, and equipment.

All items of these proposal specifications will conform to the fullest extent possible with the National Fire Protection Association Pamphlet No. 1900, latest edition, except as noted in the Statement-of-Exceptions.

FES will furnish satisfactory evidence of our ability to construct, supply service parts and technical assistance for the apparatus specified.



FIRE APPARATUS COMPLETION DOCUMENTATION

Fire Equipment Sales and Services will provide, at the time of apparatus delivery, at least one (1) copy of the following documents.

The apparatus manufacturer's record of apparatus construction (build) details, including the information listed below:

- Apparatus Owner's name and address
- Apparatus manufacturer, model and serial number
- Apparatus Chassis make, model and serial number
- Front tire size, and total rated capacity (in pounds)
- Rear tire size, and total rated capacity (in pounds)
- Apparatus Chassis weight distribution in pounds, with water and equipment mounted, front and rear
- Apparatus Engine make, model, serial number, rated horse power, rated speed and governed speed.
- Type of fuel(s) used by apparatus and fuel tank(s) capacity
- Apparatus electrical system - Voltage and Alternator output (in amps)
- Battery make, model and total capacity (in cold crank amps)
- Transmission make, model and serial number: If equipped, chassis transmission PTO(s) make, model and gear ratio
- Pump make, model, rated capacity in gallons per minute (GPM) and serial number
- Apparatus water tank certified capacity in gallons
- Paint manufacturer and paint number(s)

The apparatus manufacturer shall include certification of "slip resistance" for all stepping, standing and walking surfaces.

If the apparatus has a fire pump, the following additional documents shall be provided:

- The pump manufacturer's certification of suction capability
- Copy of the apparatus manufacturer's approval for stationary pumping applications
- Engine manufacturer's certified brake horsepower curve for the engine provided, showing the maximum governed speed.
- Pump manufacturer's certification of hydrostatic test (if it applies)
- The independent third party certification of inspection and test for the apparatus fire pump

If the apparatus has a "fixed line" voltage power source, there shall be documentation of the fixed power source test certification.

If the apparatus features an air system, there shall be test results of the air quality, SCBA fill station and the installation of the air system.

The apparatus manufacturer shall provide documentation from a certified weight scale. This documentation shall show actual loading on the front axle, rear axle(s) and overall vehicle weight. This weight shall include the weight of the "full" apparatus water tank. This documentation shall be provided with the completed apparatus build to determine compliance with NFPA 1901 latest addition.

Electrical performance testing documentation and a written load analysis report shall be provided with the completed apparatus.

If the apparatus features a water tank, the water tank capacity certification shall be supplied by the tank manufacturer.



APPARATUS FMVSS CERTIFICATION

The proposed chassis will be certified by FES as conforming to all applicable Federal Motor Vehicle Safety Standards (FMVSS) in effect at the date of contract. This will be attested to by the attachment of a FMVSS certify caution label on the vehicle by FES, who will be recognized as the responsible final manufacturer.

APPARATUS RECORDS RETENTION

FES will be responsible for preparing and maintaining a record file of parts and assemblies used to manufacture the proposed apparatus.

These records will be maintained in FES's factory for a minimum of twenty (20) years.

The file will contain copies of any and all reported deficiencies, all replacement parts required to maintain the apparatus, and original purchase documents including specifications, contract, invoices, incomplete chassis certificates, quality control reports and final delivery acceptance documents. The purchaser will have access to any and all documents contained in this file upon official written request.

GENERAL CONSTRUCTION

The proposed apparatus, assemblies, subassemblies, component parts, etc., will be designed and constructed with the due consideration to the nature and distribution of the load to be sustained and to the general character of the service to which the apparatus is subjected to when placed in service. All parts of the apparatus will be designed with a factor of safety, which is equal to or greater than that which is considered standard and acceptable for this class of equipment in fire fighting service. All parts of the proposed apparatus will be strong enough to withstand general service under full load. The apparatus will be so designed that the various parts are readily accessible for lubrication, inspection, adjustment and repair.

The apparatus will be designed and constructed, and the equipment so mounted, with due consideration to distribution of the load between front and rear axles that all specified equipment, including a full complement of specified ground ladders, full water tank, loose equipment, and firefighters will be carried without overloading or injuring the apparatus.

SINGLE-LINE RESPONSIBILITY

FES engineers, designs, manufactures, builds and paints our own fire apparatus body, rescue apparatus body and electrical systems. All work is done in an FES owned and operated manufacturing facilities by FES direct employees. This capability provides consistent design and manufacturing procedures that will reduce warranty issues and provide ease in parts replacement.



CERTIFICATE OF LIABILITY INSURANCE

Fire Equipment Sales and Service maintains the following insurance limits:

- Total Garage Keepers Insurance: \$2,500,000.00
- Total Umbrella Liability per Occurrence Insurance: \$4,000,000.00
- Total Automobile Liability Insurance: \$5,000,000.00
- Total General Liability Insurance: \$6,000,000
- Workers Compensation and Employers Liability Insurance: \$6,000,000.00

Reference attached documentation.

PAINT PERFORMANCE CERTIFICATION

The proposed FES apparatus meets or exceeds the required Commercial Vehicle Paint Performance Standards.

SERVICE CENTER AND PARTS AVAILABILITY

Fire Equipment Sales and Services owns and operates a 35,000+ sq. ft. service, fabrication and office complex in Sumter, SC. In addition, our parent company, Safe Industries, has a 18,000 sq. ft. service facility in Piedmont, SC, a 20,000+ sq. ft. office/warehouse complex in Easley, SC and a 6,400 sq. ft. service center in Knoxville, TN.

Average daily parts inventory is in excess of \$500,000.00

FES FIRE APPARATUS SERVICE STATEMENT

Safe Industries is proud to offer over 100 years of combined experience in the fire service and apparatus industry. We offer a twenty-four hour service commitment with thirty (30) service technicians on call and twenty seven (27) service vehicles available across South Carolina, North Carolina and Tennessee.

Our certifications include EVT, ASE, Cummins, Hale, Waterous, Darley, Akron, and Bendix brakes.

We can perform all pump tests at your location with the Draft Commander 3000 mobile pump test trailer, to eliminate removing your apparatus from your department. In case of an emergency we can UN hook from the test and have the apparatus in operation in less than 5 minutes.

Safe Industries is fully insured with Workman's Compensation.

Contact:

Safe Industries

5031 Highway 153

Easley, SC, 29642

Office: (864) 845-7175

Fax: (864) 845-7176

Toll Free: 1-877-997-7233

After Hours Emergency Service Hotline: 1-864-845-7175 Option #3



SERVICE CENTER LOCATION

Safe Industries owns and operates three (3) facilities in the state of South Carolina and two (2) in Tennessee. Our headquarters office is located at 5031 HWY 153 Easley, South Carolina and our service building in the upstate is located at 116 Connector Park Court, Piedmont, SC 29673.

Fire Equipment Sales and Services, a wholly owned division of Safe Industries, is fully equipped with a metal fabrication and welding shop, electrical and plumbing shop, paint booths and in-house graphics.

Our 20,000 square foot facility in Nashville located at 1122 Lebanon Pike, Nashville, TN 37210 features five (5) service bays fitting up to a total of ten (10) trucks.

Our 21,000 square foot facility in Knoxville located at 3150 NW Park Drive, Knoxville, TN 37921, and is a full service facility conducts apparatus modifications, fabrication, collision repairs, pump repairs, NFPA pump and inspections tests and a wide range of diagnostic testing.

SERVICE TECHNICIANS

Safe Industries has company owned service vehicles that will be available 24 hours a day, seven days a week to respond to customer needs. The Service Vehicles will be operated by full time EVT Certified Technicians.

PRICES AND PAYMENTS

The apparatus bid price shall be FOB FES, based on a delivered and accepted apparatus by the Fire Department.

The total price on the Fire Equipment Sales and Services proposal sheet shall include all items listed in the apparatus specifications.

The computed pricing does not include federal, state or local taxes. Any applicable taxes shall be added to the proposed pricing. Tax-exempt forms may be provided if applicable for tax-exempt agencies.

APPARATUS DELIVERY TIME

Fire Equipment Sales and Services is proposing to complete the apparatus delivery time based on the number of working days, starting from the date an approved commercial chassis is received by the manufacturer.

Apparatus Delivery Time: One Hundred Eighty (180) working days after receipt of approved chassis by FES.

FAIR, ETHICAL AND LEGAL COMPETITION

In order to provide fair, ethical and legal competition, the original equipment manufacturer (OEM) or the parent company of the OEM will not have ever been fined or convicted of the following in any domestic or international fire apparatus market:

- Price Fixing
- Bid Rigging
- Collusion



NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, FES and each person signing on behalf of any bidder, certifies, and in the case of a joint bid, each party thereof certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

- The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for purpose of restricting competition, as to any matter relating to sell prices with any other bidder or any competitor.
- Unless otherwise required by law, the prices that have been quoted in this bid have not been knowingly disclosed by FES and will not knowingly be disclosed by FES prior to opening, directly or indirectly, to any other bidder or to any competitor
- No attempt has been made by FES to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
- That all requirements of the law including amendatory provisions as to non-collusive bidding have been complied with.

MATERIAL AND WORKMANSHIP

All equipment provided will be guaranteed by Fire Equipment Sales and Services to be new and of current manufacture to meet all requirements of the purchaser's specifications.

All workmanship will be of highest quality meeting accepted standards of the apparatus industry and will be accomplished in a professional manner so as to insure a functional apparatus with a pleasing, aesthetic appearance.

FES ENGINEER

Fire Equipment Sales and Services will designate a representative to perform FES's sales engineer functions. The sales engineer will provide a single point interface between the purchaser and FES on all matters concerning the apparatus contract.

PROPOSAL BLUEPRINT

FES is providing a scaled drawing of the specific apparatus being proposed with the bid. The drawing has been generated by FES's engineering department in order to maintain the accuracy of the drawing.

APPARATUS DELIVERY

Final approval, acceptance, payment and delivery shall take place at the manufacturing facility, Fire Equipment Sales and Service, at the final inspection of the apparatus.

INSTRUCTION MANUALS / DRAWINGS

Fire Equipment Sales and Services will supply upon delivery two (2) copies of operation and service manual(s) for the completed apparatus as delivered and accepted by the customer.

These manuals will contain the items below:

- Specifications, descriptions and ratings of chassis, and pump (if provided).
- Lubrication (fluids) charts
- Operational instructions for the apparatus chassis and any major components such as a pump or auxiliary system.
- Instructions regarding the frequency and maintenance procedures recommended for the apparatus.
- Replacement parts information.



VEHICLE FLUIDS PLATE

As required by NFPA-1901, FES will affix a permanent plate in the driver's compartment specifying the quantity and type of the following fluids used in the vehicle:

A permanent plate in the driving compartment will specify the quantity and type of the following fluids used in the vehicle:

- Engine oil
- Engine coolant
- Chassis transmission fluid
- Pump transmission lubrication fluid
- Pump primer fluid
- Drive axle(s) lubrication fluid
- Air-conditioning refrigerant
- Air-conditioning lubrication oil
- Power steering fluid
- Transfer case fluid
- Equipment rack fluid
- Air compressor system lubricant
- Generator system lubricant

LOCATION OF MANUFACTURING FACILITY

Fire Equipment Sales and Services is located at 1665 Stamey Livestock Road in Sumter, South Carolina, 29153. We maintain a 36,000 square foot facility that is state of the art in fire apparatus manufacturing. It is the largest Fire Apparatus Manufacturing and service facility in Virginia, North Carolina and South Carolina.

Our equipment includes a precision water-jet cutter, 65' downdraft environmentally friendly paint booth as well as tig, mig, heliarc welders as well as plasma cutters.

FIRE APPARATUS MANUFACTURER'S ASSOCIATION MEMBERSHIP

Fire Equipment Sales and Services, a wholly owned division of Safe Industries, is honored to be a member of the Fire Apparatus Manufacturers Association.

SOUTH CAROLINA DEALER'S LICENSE

Safe Industries is a fully licensed South Carolina Motor Vehicle Dealer. A copy of a valid, current license will be included with the submission of this proposal.

U.S.A. MANUFACTURER

The entire apparatus will be assembled within the borders of the Continental United States to insure more readily available parts (without added costs and delays caused by tariffs and customs) and service.



TAG ON'S/ADDITIONAL ORDERS

At its sole discretion, the Manufacturer may allow the terms of this contract to be extended to both the purchaser and similar agencies for the purchase of a similar unit(s) under similar terms for a period of 36 months from the date of the execution of this contract. Should the Manufacturer choose to exercise this option, it will be permitted to adjust the contract pricing to account for equitable price adjustments associated with the change in the cost of the materials used to produce the unit as well as normal manufacturer yearly price increases. If there are any changes between the unit(s) purchased via this contract and any subsequent orders, those changes must be documented via properly signed and executed change orders, including any necessary price adjustments. If the purchasing agency is not the purchaser, a separate contract will be required to complete the additional purchases. This includes any similar Apparatus, Loose Equipment options, and Service and Warranty Plans.

EXAMINATION & TEST PROPOSAL COMPLETED BY CERTIFIED THIRD PARTY

If required by the specific chapters of NFPA-1900, the proposed unit shall be tested by a company certified third party company.

A complete written examination and test report will be provided for each inspection performed at the manufacturer's facility. This report specifies the points of inspection and results of such examinations and tests.

The company providing the test work on the units shall be certified to Level II in the required NDT methods, under the requirements outlined in ASNT document CP-189.

The actual person(s) performing the inspection shall present for review proof of Level II Certification in the required NDT methods.

FES will designate, in writing, who is qualified to witness and certify these test results.

Prior to submittal to the automotive fire apparatus manufacturer, the final Report shall be reviewed by an authorized representative of Fire Equipment Sales and Services and a Registered Professional Engineer.

When the unit successfully meets all the requirements outlined in NFPA 1900, the company completing these tests shall issue a Certificate of Automotive Fire Apparatus Examination and Test stating the unit's compliance with NFPA- 1900.

FULL TIME SERVICE AND WARRANTY STAFF

Safe Industries has ten (10) full time employees on staff dedicated to our service center's apparatus parts and warranty division. Safe Industries also employees one (1) dedicated full time employee to warranty.

GENERAL APPARATUS DESCRIPTION "SPECIAL SERVICE FIRE APPARATUS"

The unit shall be designed to conform fully to the "Special Service Fire Apparatus" requirements as stated in the NFPA 1900, which shall include the following required chapters as stated in this revision:

- Chapter 1 Administration
- Chapter 2 Referenced Publications
- Chapter 3 Definitions
- Chapter 4 General Requirements
- Chapter 10 Special Service Fire Apparatus
- Chapter 12 Chassis and Vehicle Components
- Chapter 13 Low Voltage Electrical Systems and Warning Systems
- Chapter 14 Driving and Crew Areas
- Chapter 15 Body, Compartments and Equipment Mounting



WW Compliance 5516231-658500
Replacing - 22538
22544
Prod. ID: 07100

100 PARKRIDGE DRIVE COLUMBIA, S.C. 29212

HENDRICK CHEVROLET COLUMBIA

803-513-5905

donald.lockhart@hendrickauto.com

STATE CONTRACT # 4400037566 FOR STATE OF S.C.

2026 CHEVROLET EQUINOX LT WITH AWD PACKAGE

\$33285.00

INCLUDES S.C. IMF FEE AND DMV TEMP

WHITE EXTERIOR

EBONY EVOTEK INTERIOR

1.5L TURBO GAS ENGINE

8 SPEED AUTOMATIC TRANSMISSION

CLIMATE A/C

FRONT BUCKET SEATS WITH CONSOLE

FRONT SEATS HEATED

POWER DRIVERS SEAT

2ND ROW SPLIT BENCH

TILT WHEEL AND HEATED

100 Parkridge Drive | Columbia, SC 29212 | www.HendrickChevroletColumbia.com



ADAPTIVE CRUISE CONTROL
POWER WINDOWS, LOCKS AND MIRRORS
11.3" COLORTOUCH AM/FM
STEREO/BLUETOOTH
WIRELESS CHARGING
POWER REAR LIFTGATE
RAIN SENSE WIPERS
CARPETED FLOOR COVERING
ALL WEATHER FLOOR LINER PACKAGE
REAR VISION CAMERA
DEEP TINTED GLASS
REMOTE START
17" ALUMINUM
17" ALLSEASON TIRES BW
FOLLOWING DISTANCE INDICATOR
FORWARD COLLISION ALERT SENSOR
REAR CROSS TRAFFIC ALERT
AUTOMTAIC EMERGENCY BRAKING



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

PRICING GOOD AS AN ORDER ONLY
STATE CONTRACT # FOR HENDRICK
CHEVROLET ACTIVE 7-29



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

FROM: Mr. Matt Miller, Wastewater Compliance Manager

DATE: October 1, 2025

SUBJECT: Recommendation for Approval for Purchase of vehicles for the Columbia Water-Wastewater Compliance Section, 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 for the Columbia Water-Wastewater Compliance Section, as requested by the Fleet Services Division.

Item	Vehicle	Department	Price	Funding Source
a.	2 – 2026 Chevrolet Equinox LT-AWD	Columbia Water	\$33,285.00	Capital Replacement Program FY 2024-2025
Total Amount: \$66,570.00				

This purchase utilizes State Contract and cooperative purchase agreements for vehicles and equipment. The vehicles are a capital replacement and funded from the capital lease purchase program FY24/25.

***Capital Lease Purchase Program**

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

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

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

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



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

FROM: Mr. Matt Miller, Wastewater Compliance Manager

DATE: October 1, 2025

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



MEETING DATE: October 7, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Professional Services Contract for Project SS7664; Project Management and Oversight Services for Capital Improvement Projects and Operations and Maintenance Projects, as requested by Columbia Water on July 7, 2025. Award to Michael Baker International, Inc. in an amount not to exceed \$150,000.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date two (2) years from commencement and the option to renew for one (1) additional one-year period. This contractor is located in Columbia, SC.

REQUISITION NO.: R234600

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Engineering Wastewater Systems Improvement - Professional Services (5516221-636600). The original budget amount is \$150,000.00.

CLEAN WATER 2020?: No

There were eight (8) responses to RFQu001-20-21-NMJ for Project Management and Capacity Assurance Program Professional Services for the City of Columbia.

ATTACHMENTS:

- **#a:** Memo.MBI.SS7664ProjectManagementServices (PDF)
- **#b:** Final.Contract.MBI.SS7664ProjMgmtServices (PDF)



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

FROM: Mr. Clint Shealy, Assistant City Manager, Columbia Water
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: 10/7/2025

Subject: Recommendation for Approval
Professional Services Contract – Michael Baker International
SS7664 – Project Management Professional Services

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the Professional Services Contract with Michael Baker International to provide funding for project management and consultant oversight services to the City of Columbia. The amount of this contract is \$150,000.00.

This is a new agreement for these services. The purpose of this project is to provide project management and consultant oversight services to the City of Columbia including managing project scope, schedule and budget for various selected capital improvement and operation and maintenance related projects.

This Project is not a Clean Water 2020 project.

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



CONTRACT FOR PROFESSIONAL SERVICES

This Contract is awarded under procurement method RFQu001-20-21-NMJ PM and CAP Professional Services

1. **PURPOSE** – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Michael Baker International, (hereinafter referred to as the “Consultant”) to provide the City of Columbia with project management and consultant oversight, including management of scope, schedule, and budget for various selected capital improvement and O&M related projects for the City of Columbia, SC.

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

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

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

4. **TERM OF CONTRACT** – The term of the Agreement is the date of the execution of a Notice to Proceed and a valid Purchase Order from the City of Columbia for an initial term of two (2) years, with the option to renew or continue with work for one (1) additional one-year period at the mutual pleasure of both parties.

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

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete any and all services performed under this Contract within the timeframes as outlined in Exhibit B, attached hereto.
6. **COMPENSATION** – (See Exhibit C)
 - A. The total compensation to be paid by the City to the Consultant under this Contract shall not exceed One Hundred and Fifty Thousand Dollars and No/100 (\$150,000.00).
 - B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which

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

C. Invoicing Procedure

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

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

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

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged

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

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

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

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

F. Subcontracting Goals

Under this Contract, the subcontracting goals are as follows:

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

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

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

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

8. INDEMNIFICATION & INSURANCE

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

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

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

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

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

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

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

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

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

9. **PERMITS & LICENSES**

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

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

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

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

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

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

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

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

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

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

City of Columbia

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

Name of Firm

Name: Michael Baker International
Title: Department Manager
Address: 500 Grant Street, Suite 5400
Pittsburgh, PA 15219
Phone: 803-331-3637
Email: Kyle.Crager@mbakerintl.com

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

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

failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultants failure to perform pursuant to the Contract.

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

17. MISCELLANEOUS

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

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

- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Contract, the Consultant agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Contract, if any, shall not be construed against the City.
- E. This Contract shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Contract and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the.
- F. This Contract represents the entire Contract between the City and the Consultant and supersedes all prior communications, negotiations, representations or Contracts, either written or oral. The parties may amend this Contract at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

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

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

- L. This Contract shall be binding upon the respondent and upon its successors and assignees. This Contract shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Contract are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise. This Contract, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Contract and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

Michael Baker International
PM and CAP Professional Services

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 9/10/2025
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MICHAEL BAKER INTERNATIONAL

_____ Print: Name/Title	_____ Signature	_____ Date:
--	--------------------------------------	----------------------------------

(Corporate Seal)

Attest

_____ Signature	_____ Date:
--------------------------------------	----------------------------------

List of Exhibits

Exhibit A – Scope of Services – Project Management Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

EXHIBIT A

SCOPE OF SERVICES

City of Columbia CIP# SS7664 Project Management Services

Project Description

The services provided by Michael Baker International (Consultant) to the City of Columbia (City) under Project SS7664 – Project Management Services generally include providing project management and consultant oversight services to the City including managing project scope, schedule and budget for various selected capital improvement and operation and maintenance related projects. Project complexity and type may vary based upon the needs of the City but is generally expected to consist of conveyance and/or pump station projects of moderate complexity and size.

It is anticipated that the current need for part time project management services will require a workload of approximately 15 hours per week. The City may coordinate with the Consultant to increase or decrease the amount of services to be provided as needs evolve.

In general, the Consultant shall coordinate with the City and the City's Clean Water 2020 (CW2020) Program Manager on all aspects of project management including, but not limited to:

- ☐ Managing all phases of work, including planning, preliminary engineering, design, permitting, bidding, and construction
- ☐ Closely monitoring scope, schedule and budget and reporting to CW2020 and the City on project status
- ☐ Daily and weekly coordination between consulting engineers, contractors, CW2020 program staff, and City Staff.
- ☐ Utilizing standard processes developed by the City and CW2020
- ☐ Working with consulting engineers, City, and CW2020 staff to identify, investigate, analyze engineering problems, including recommending and implementing solutions as directed.
- ☐ Acting as the City's project management representative with consulting engineers, equipment manufacturers and contractors.
- ☐ Deliverable review of consultant submittals
- ☐ Assisting in the development of scopes of work for new projects, as needed.

Project Management Services

Provide project management overview for projects and tasks assigned by the City to the Consultant and under the direction of the CW2020 Program Manager. Tasks and projects may vary as to issues and tasks assigned by the City.

The Consultant's Project Manager (Michael Leath) will follow guidelines and methods developed by CW2020 for the City. The Consultant is responsible for following these guidelines and methods to properly track, report, and assist in overview of projects under the CW2020 Program. The guidelines are provided in the CW2020 Project Manager Guide. The Project Manager is responsible for the projects' data being collected and properly stored in SharePoint. The Project Manager will be responsible for project management reporting status to the CW2020 Program Controls, Project Management, and City in clear, effective, and accurate reports.

The Project Manager will report to the CW2020 Design and Construction Management Task Leader (Jamie Kelso), CW2020 Project Manager (Bryan Cully), and the City's Wastewater Project Manager (John Riggs) and will work as an extension of City's staff. The CW2020 Design and Construction Management Task Leader (Jamie Kelso) will be responsible for assigning and monitoring the work of the Project Manager. All newly assigned work will be approved by the City's Wastewater Project Manager prior to final assignment to the Project Manager.

The Project Manager is expected to work normal work hours or as approved by the City, excluding City Holidays and Vacation.

Project-specific management services shall also include the following tasks:

- Participation in design review and other project meetings, including review of agendas and minutes
- Ensuring SharePoint is kept current with all relevant project documentation
- Overseeing consulting engineers as they complete and submit design documents.
- Reviewing consultant engineer's deliverables, including invoices, monthly progress reports, schedules, reports, studies, technical memorandums, design submissions, permit submittals, etc.
- Providing easement and property coordination between consulting engineers, City Engineering, and City Real Estate Staff.
- Providing bidding assistance and coordination with the City's Engineering and Procurement staff.
- Reviewing construction work in progress, participating in construction progress meetings, and reviewing work at completion for compliance with the approved project documents.
- Managing and coordinating public involvement, as required.

Primary Responsibilities:

Maintain project management services for the City overseeing the consultants/contractors that will be awarded or have been awarded contracts by the City.

EXHIBIT B
PROJECT SCHEDULE

City of Columbia
CIP# SS7664
Project Management Services

The services described under Exhibit A – Scope of Services will be provided within the mutually agreeable schedule established within the period from Notice-To-Proceed through June 30, 2026. (depending on funding approval for each fiscal year). It is anticipated that services under Exhibit A, upon mutual agreement, may be authorized by the City for up to two additional one-year periods.

For the period of service listed below, it is assumed that the Project Manager (Michael Leath) will provide up to 15 hours a week to provide the services outlined in Exhibit A – Scope of Services. The period of service can be modified or terminated as outlined in the Agreement.

Upon authorization by the City and mutual agreement by Michael Baker International, it is currently anticipated that the total Contract schedule will be extended through the dates listed below:

Task	Start Date	End Date
PM Services for FY25/26	NTP	June 30, 2026
PM Services for FY26/27	July 1, 2026	June 30, 2027
PM Services for FY27/28	July 1, 2027	June 30, 2028

EXHIBIT C
COMPENSATION

City of Columbia
CIP# SS7664
Project Management Services

The work to be performed as previously delineated in Exhibit A – Scope of Services, will be billed on an hourly basis with a not-to-exceed cost ceiling as outlined below. The not-to-exceed cost ceiling is broken out by fiscal year and shown in Table 1.

The Consultant will provide hourly services upon issuance of the Notice-To-Proceed until June 30, 2026 (End of FY25/26). Services for FY26/27 and FY27/28 shall be authorized based on the contract terms by Contract Amendment to allow for one-year contract extensions anticipated to expire June 30, 2028.

Table 1 – Cost Breakdown by Fiscal Year

Task	Not-To-Exceed Cost Ceiling	Funding Year
Task 100 – Project Management Services (by hour)	\$150,000.00	FY 25/26
Task 100 – Project Management Services (by hour)	TBD	FY 26/27
Task 100 – Project Management Services (by hour)	TBD	FY 27/28

*FY 26/27 and FY27/28 Services to require written City authorization

The Consultant shall be compensated for actual work performed on an hourly and unit price basis (hourly rate schedule provided in Exhibit D) for services listed in Exhibit A. The Not-to-Exceed Fee for scope of services through June 30, 2026 is \$150,000.00. Fiscal year funding approvals and additional scope of service(s) for this effort may be created and executed by contract amendment if mutually agreeable.

Payment for fees will be paid monthly based on actual labor time and the hourly billing rates accordance with Exhibit D. The hourly rates provided shall include all expenses.

All invoices for this Contract shall provide line items for the following breakout of services:

1. Invoiced Labor (by hour) - \$XXX,XXX.00 (XX hours x \$XXX/hr.)
2. Also include the total contact authorized amount, City purchase order number, Date of services, and amount remaining on contract.

When services performed under this contract approach the not-to-exceed budget limit, the Consultant will notify the City in writing. Additional work will not be performed beyond the authorized budget limit without prior authorization and a corresponding budget increase.

HOURLY BILLING RATES
2025-2026 Michael Baker International

City of Columbia
CIP# SS7664
Project Management Services

The work to be performed as previously delineated in Exhibit A – Scope of Services, will be billed on a not-to-exceed cost ceiling of \$150,000.00 for FY25-26.

Michael Baker International shall be allowed to adjust employee hourly rates on an annual basis starting in July 2022. Adjustments shall not exceed 3% per year. Table 1 below summarizes the FY25/26 Michael Baker International Billing Rates. Approval of adjusted hourly rates by the City does not affect the total project cost ceiling for compensation under this Agreement.

Table 1: FY25-26 Hourly Billing Rates

Employee Classification	Billing Rates (\$/hr)
Professional Services	
Professional Services	
Professional Services	
Professional Services	
Professional Services	

EXHIBIT D - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/SUBCONTRACTORS

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

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

Business Name (as shown on W9 or SAM.gov) / SAM.gov Unique Entity ID & CAGE # (Required)	City of Columbia Vendor number (Required)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code - See Key Below)
N/A (There are no subcontractors for this project)				0.0%		
				0.0%		
				0.0%		
				0.0%		
				0.0%		
				0.0%		

Key: Minority/Women Owned Business Enterprise Association Code**AF** – Asian American Female**BM** – African American Male**HM** – Hispanic American Male**AM** – Asian American Male**FB** – Non-Minority Female Owned**NF** – Native American Female**BF** – African American Female**HF** – Hispanic American Female**NM** – Native American Male**COMBINED TOTAL SUB AMOUNT \$** _____**TOTAL CONTRACT AMOUNT: \$** N/A

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

Business Name: Michael Baker International, Inc.Representative Name/Title: N/ADate: 09/10/2025

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Company Name

Physical Address

Mailing Address

City/State Zip Code

Phone number

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Sam.gov UEID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code

Phone number

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Sam.gov UEID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code

Phone number

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Sam.gov UEID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code

Phone number

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Sam.gov UEID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code

Phone number

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email

Secondary Contact Email

Sam.gov UEID

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code

Phone number

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email

Secondary Contact Email

Sam.gov UEID

Vendor #



MEETING DATE: October 7, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve the Purchase of a new Hydraulic Elevator at the Lake Murray Water Treatment Plant, as requested by Columbia Water on August 28, 2025. Award to TK Elevator Corporation using the OMNIA Cooperative Contract in the amount of \$211,375.71. This vendor is located in Atlanta, GA.

REQUISITION NO.: R236607

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - Lake Murray Water Treatment Plant Elevator Upgrade - Capital Project Costs (5529999-WM488001-658650). The original budget amount is \$211,375.71.

CLEAN WATER 2020?: No

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

ATTACHMENTS:

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



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

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

DATE: September 24, 2025

SUBJECT: Recommendation for Approval
Professional Services Contract – TK Elevator Corporation
WM4880 – Lake Murray WTP – Elevator Upgrade

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of a new Contract with TK Elevator Corporation to provide funding for the repair and upgrade of the personnel elevator at the Lake Murray Water Treatment Plant.

The amount of the Contract is \$211,375.71.

The purpose of this project is to provide the necessary services to overhaul and upgrade the existing personnel elevator at the Lake Murray Water Treatment Plant. The elevator is currently non-operational and requires a modernization upgrade to be restored to a safe and functional status and ensure compliance with current codes and accessibility standards. The services performed as a part of this Scope of Service includes hoistway equipment, car upgrades, car fixtures, power unit, pit equipment, controller, jack, car door equipment, hall fixtures, hoistway door and equipment, cab interior, warranty, and labor required for a full modernization upgrade.

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

MODERNIZATION PROPOSAL





Modernization Proposal

City of Columbia LMWTP mod

September 24th, 2025

Purchaser:	City Of Columbia	Location:	City Of Columbia
Address:	PO Box 147	Address:	102 Rocky Point Rd
	Columbia, SC 29202-0147		Columbia, SC 29201

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering City Of Columbia (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **\$113,145.71** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:

- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

Omnia Contract
R200502

The price above also includes all value added taxes, tariffs, duties, and similar charges imposed on TK Elevator as of the date of this Proposal. The price of this Proposal is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including TK Elevator being subjected to increased charges by its suppliers; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; and/or TK Elevator being subjected to increased charges from its shippers and/or freight forwarders.

Furthermore, all preparatory work by other trades must be completed and elevator equipment shipped by 08-01-2026 and the installation must be completed by 09-13-2026, otherwise, the price is also subject to increase.

If not accepted within twenty-one (21) calendar days of the date of this Proposal or the date presented to Purchaser, this Proposal shall automatically be revoked and shall be null and void.

In the event you have any questions regarding the content of this Proposal please contact me at +1 010

We appreciate your consideration.

Regards,

Josiah Harper

Josiah Harper
TK Elevator Corporation
145 Windhill Rd Ste 300
Columbia, SC 29203
josiah.harper@tkelevator.com | +1 010



Modernization Proposal

SCOPE OF WORK

Building : Lake murray water plant
102 Rocky Point Rd

Groups Included

Group Name	# of units	Equipment Type
only elevator	1	Hydraulic

Group : only elevator
Equipment Classification: Hydraulic



Modernization Proposal

Description of Work

Hoistway Equipment

Item Description	Option	Installed On
TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.	New	Unit(s) only elevator
Steel Tape with Mounting hardware, Selector and magnets (terminal limits included)	New	Unit(s) only elevator
HN Boxes (per each 2 cars, grouped)	New	Unit(s) only elevator
Base Wiring Package for Two-way Communication Code	New	Unit(s) only elevator

Car

Item Description	Option	Installed On
Two-way Communication Camera (dome), Ethernet Extender (kit), & Battery Backup	New	Unit(s) only elevator
Car Top Exit Switch	New	Unit(s) only elevator
Crosshead data tag (for existing car slings)	New	Unit(s) only elevator
Cab Wiring Material (200MK1)	New	Unit(s) only elevator
Fan: Two Speed	New	Unit(s) only elevator



Modernization Proposal

Car Fixtures

Item Description	Option	Installed On
• Wrap Around Swing Return for New/Existing Dover/tkE Cabs)	New	Unit(s) only elevator
Main Car Station Includes Options Below	New	Unit(s) only elevator
Emergency Light mounted in COP	New	Unit(s) only elevator
Speaker Pattern for Intercom System/ADA Phone	New	Unit(s) only elevator
Cast Braille Plates for Car Features	New	Unit(s) only elevator
Two-way Communication Position Indicator	New	Unit(s) only elevator
Locked Service Cabinet	New	Unit(s) only elevator
Handicap Signal (Passing signal)	New	Unit(s) only elevator
2004 and later Fire Service Phase II Features (includes instructions signage)	New	Unit(s) only elevator
Traditional Floor Buttons (T2) with stainless steel halo	New	Unit(s) only elevator
ADA Phone System integral with COP (Rath)	New	Unit(s) only elevator
#4 Stainless Steel Finish (441)	New	Unit(s) only elevator
Certificate Window	New	Unit(s) only elevator
Standard Key Switch Package • Fan • Light • Independent • Stop • Inspection/Hoistway Enable)	New	Unit(s) only elevator
Car Riding Lantern (Standard) #4 S/S (441)	New	Unit(s) only elevator

Power Unit

Item Description	Option	Installed On
55 gallon drum of Biodegradable oil (Citgo NZ)	New	Unit(s) only elevator
Overspeed Valve Kit for 2" (less than 150 GPM)	New	Unit(s) only elevator
5 gallon drum of Biodegradable oil (Citgo NZ)	New	Unit(s) only elevator
EP-80 Power Unit (Submersible)	New	Unit(s) only elevator
2" Shutoff Valve Kit (Pump)	New	Unit(s) only elevator
Shutoff Valve (Pump)	New	Unit(s) only elevator
Isolation Coupling	New	Unit(s) only elevator

Pit Equipment

Item Description	Option	Installed On
Pit Ladder 12" Wide	New	Unit(s) only elevator
Pit Stop Switch	New	Unit(s) only elevator
2" Shutoff Valve Kit (Pit)	New	Unit(s) only elevator
Pit Switches	New	Unit(s) only elevator
Shutoff Valve Kit (Pit)	New	Unit(s) only elevator



Modernization Proposal

Controller

Item Description	Option	Installed On
MAX Link 2-Line ATA kit	New	Group(s) only elevator
eMax Monitoring Device Provisions	New	Group(s) only elevator
Viscosity Control (Required over 150 FPM)	New	Unit(s) only elevator, only elevator
TAC 32 Controller (Includes Options listed below) • 24 VDC Signal Voltage • Auto Light and Fan Feature • Car Independent Service • Car Traveling Lantern Circuitry • Door Bypass Operation • Electronic Door Detector Interface • Hoistway Access and Enable • THY Board	New	Unit(s) only elevator
Solid State Starters (6 or 12 leads) 460 / 575 VAC	New	Unit(s) only elevator
Emergency Power (10-D-4A)	New	Unit(s) only elevator

Jack

Item Description	Option	Installed On
Pipe Stands	New	Unit(s) only elevator
Packing	New	Unit(s) only elevator

Car Door Equipment

Item Description	Option	Installed On
LD-16 Plus Drive Only (FRONT) • includes Car Top Inspection station (w/ alarm signal and Flooded Pit Jewel)	New	Unit(s) only elevator
3D Cabsafe Components Package (Front)	New	Unit(s) only elevator
Micro Light 3D 2019 (Front)	New	Unit(s) only elevator
Standard Clutch (Front) (for existing tkE HD operators or new UDO Drive only with new tkE clutch and pick-ups)	New	Unit(s) only elevator
Front Car Door and Hatch Side Restrictors (vaness) complete kit (Front)	New	Unit(s) only elevator



Modernization Proposal

Hall Fixtures

Item Description	Option	Installed On
TAC Serial Boards, Base Charge	New	Group(s) only elevator
Standalone Fire Service Phase I with Plastic Instructions #4 S/S (441)	New	Group(s) only elevator
2009 & 2010 Elevator Communications Failure add	New	Group(s) only elevator
Intermediate Hall Stations (Surface Mounted) with - Appendix O (Polycarbonate insert flame) - Fusion (#4 S/S (304))	New	Group(s) only elevator
Standalone Emergency Power Jewel #4 S/S (441)	New	Group(s) only elevator
Serial Boards for Front Risers	New	Group(s) only elevator
Terminal Hall Stations (Surface Mounted) with - Appendix O (Polycarbonate insert flame) - Fusion (#4 S/S (304))	New	Group(s) only elevator
Serial Boards for Hoistway Access	New	Unit(s) only elevator
Hoistway Jamb Braille (Pair of Standard) (# of Floors)	New	Unit(s) only elevator
Hoistway Access Switch in Hall Stations	New	Unit(s) only elevator

Hoistway Door Equipment

Item Description	Option	Installed On
Interlock / Pick up Assemblies for existing Dover Operators. Includes closers. (Front)	New	Unit(s) only elevator

Clarifications to Architectural Plans and Specifications:

1. None at this time



Modernization Proposal

01 Key Tasks and Approximate Lead Times

Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	TBD by Purchaser
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	2 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form* and initial progress payment)	14 Weeks
Shipping: (Tennessee to local distribution center)	2 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others and the signed pre-installation checklist)	5 - 7 Weeks

*If equipment is delivered to TKE's staging facility in accordance with the date shown on the TKE Material Release Form, and the preparatory work required by other trades is not completed, all storage charges as a result of site delays are to be paid by the Purchaser based on the storage rates noted below in this proposal.

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

02 Payment of Work

50% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, and drilling mobilizations (if required). The material will not be ordered until this payment is received, and the parties have both executed this Proposal and the Material Release Form.

25% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Pictures will not be provided. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.



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The use of online Portals for the submission of billing shall follow the terms of the Proposal and Customer agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		\$113,145.71
Initial progress payment:	(50%)	\$56,572.86
Material furnished:	(25%)	\$28,286.43
Total of remaining progress payments:	(25%)	\$28,286.42

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	\$278.00
Mechanic (OT) per hour	\$560.00
Team (Standard) per hour	\$500.00
Team (OT) per hour	\$1,008.00

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location and are valid until December 31, 2025 .

03 Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.



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04 Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator may submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost. In the event the Purchaser and TK Elevator have a new or existing maintenance Agreement in effect at the time of the acceptance of this proposal and/or during the scope of this work, the terms of the Agreement shall remain in full force and effect throughout the performance of this scope of work and continue throughout the duration of the stated term in that Agreement.

05 Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

1. Purchaser shall provide the following:
 - a. A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel hoist beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/
 - b. A dry legal machine/control room, with clear rollable access adequate for the elevator equipment, including floors, trap doors, properly sized legal machine room doors, gratings, machine room or roof access platforms, roof/loading protection, ladders, railings, foundations, all hoist beams, lighting, ventilation sized per the TK Elevator shop drawings and/or code requirements. Purchaser must maintain machine/control room (or machine/control space within the shaft for MRL equipment) temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
 - c. Adequate bracing of entrance frames to prevent distortion during wall construction.
 - d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
 - e. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
 - f. The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
 - g. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

B. Electrical and Life Safety:

1. Purchaser shall provide a 120V, 1P, 60C power supply in the locations as directed by TK Elevator for the cellular equipment being furnished and installed by TK Elevator for the communication devices within the elevator cab;
2. Purchaser shall provide:
 - a. permanent 3-phase power with suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Permanent 3-phase power supply capable of operating the new elevator equipment under all conditions, no generator power, or manufactured power, will be acceptable;
 - b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
 - c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;



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- d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
- e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
- f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
- g. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
- h. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
- i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
- j. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.
- k. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
- l. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

C. Miscellaneous:

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;

06 Working Hours, Logistics and Mobilization

- a. All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as "normal working hours"). TK Elevator shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.
- b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
- c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
- e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable every (30) calendar days.



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- f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, climate controlled enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
- g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$5,000.00 (minimum) per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
- h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
- i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.
- j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
- k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.
- l. If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

07 Temporary Use, Inspection and Turnover

- a. Unless required by specification, TK Elevator will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be \$200.00 per calendar day per hydraulic elevator and \$250.00 per calendar day for each traction elevator for rental use only (minimum rental period is 30 calendar days), excluding personnel to operate. All labor, parts, repairs, adjustments, and/or refurbishment including callbacks required during the temporary use period will be billed at TK Elevator's billing rates listed in this proposal or TK Elevator's local service billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$5,000.00 per elevator up to 10 floors in addition to costs for replacement or refurbishment of equipment based on special circumstances. For projects above 10 stops, an additional cost of \$1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at the billing rates listed in this proposal or TK Elevator's local service billing rates.
- b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction and/or third party inspectors where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the entire cost of each re-inspection which shall be \$1,500.00 per elevator and a remobilization fee which shall be \$5,000.00 per elevator, plus any additional costs that may apply, via change order prior to scheduling a re-inspection. In the event the inspection fails due to items caused by both parties, the aforementioned fees will be prorated based on the number of items by each party.
- c. Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form" prior to turnover of each unit. The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to

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an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.

d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's billing rates as shown in this proposal.

e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.

f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features on the same day as the turnover of each unit in lieu of any maintenance training required in the bid specifications.

g. Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

08 MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.

b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.

c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.

d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.

e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.

f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.

g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

MAX Link

"MAX Link" is a service by which TK Elevator will provide eligible Units, through a MAX Device, a cellular connection as outlined in the attached Service Agreement Exhibit entitled "TK Elevator Communications." The cost of MAX Link hardware is included in the price of this Proposal. Activation and service is contingent on Owner's signed acceptance of an ongoing Service Agreement which includes the pricing and scope for the ongoing application services.

Multimedia Monitoring Service

The latest versions of both ASME A17.1 and the International Building Code now require the Purchaser to have video and text messaging capabilities added within the elevator cab for all elevators. TK Elevator's Multimedia Monitoring Service satisfies the Purchaser's obligation to meet these new code requirements as outlined in the attached Service Agreement Exhibit entitled "TK Elevator Communications."

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The cost of Multimedia Monitoring service is not included in the price of this Proposal. Continued service is contingent on Owner's signed acceptance of an ongoing Service Agreement which includes the pricing and scope for the ongoing application services.

09 Additional Terms and Conditions

- a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
- c. TK Elevator is an equal opportunity employer.
- d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
- e. All value added taxes, tariffs, duties, and similar charges imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable value added taxes, tariffs, duties, and/or other charges imposed by applicable governmental authorities; (2) charges from its suppliers for any of the applicable materials and/or components due to (a) supply chain issues, (b) the imposition of applicable value added taxes, tariffs, duties or other charges by applicable governmental authorities; and/or (c) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders, all along with profit and overhead associated with those amounts set forth in (1), (2) and/or (3). In addition to the Agreement price, when the materials and/or components called for in this Proposal are ready to ship, TK Elevator will provide Purchaser with a change order that includes such value added taxes, tariffs, duties and/or similar charges imposed upon TK Elevator and/or such charges from its suppliers and freight forwarders for any of the applicable materials and/or components as set forth above, along with profit and overhead associated with those amounts, which must be executed and fully paid for prior to and as a condition precedent to delivery of the material to the jobsite or providing labor on the project.
- f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.
- g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.
- h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.
- i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.
- j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments

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resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.

k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.

l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.

m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.

n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.

o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.

p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.

q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.

r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

s. Purchaser further expressly agrees to name TK Elevator Corporation and TK Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation and TK Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.

v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) the United Nations; (iii) the European Union or any EU member state; (iv) the UK; or (v) any other national authority binding the parties of this contract.

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In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.

If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.

"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the US; (ii) the UN Security Council; (iii) the EU and any EU member state; (iv) the UK; or (v) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, the US State Department and the US Department of the Treasury.

Option Alternates:

1. Turn Key Project- If this optional alternate is selected and accepted, TKe will provide a turnkey project, contracting OSB to perform building work listed on final pages of this proposal, to be done in concordance with our work.
 - a. Price-\$73,350.00
 - b. Please initial here to accept this alternate and add it to the base bid CL
2. Cab Interior- If this optional alternate is selected and accepted, TKe will provide a new cab interior including new ceiling, wall panel system, reels, base and handrail.
 - a. Price-\$21,200.00
 - b. Please initial here to accept this alternate and add it to the base bid CL
3. Hoistway door- If this optional alternate is selected and accepted, TKe will provide a new basement level hoistway door in stainless steel finish.
 - a. Price-\$3,680.00
 - b. Please initial here to accept this alternate and add it to the base bid CL



Modernization Proposal

Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of One Hundred Thirteen Thousand One Hundred Forty Five Dollars and Seventy One Cents (\$113,145.71) inclusive of all applicable sales and use taxes.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

**City Of Columbia
(Purchaser):**

TK Elevator Corporation Management Approval

By:

(Signature of Authorized Individual)
corey jarels

(Print or Type Name)

(Print or Type Title)

(Date of Acceptance)

By:

(Signature of Branch Representative)

Jason Futch
Branch Manager

(Date of Execution)



June 9, 2025

City of Columbia Water - Murray Lake WTP
102 Rocky Point Dr.
Columbia, SC 29212

We Hereby Propose the Following Scope of Work:

Elevator WBO Proposal for one (1) Hydraulic Elevator– One (1) Machine Room

Fire Alarm/Sprinklers

- OSB to provide Stand Alone Fire Panel for elevator only. Includes Phase I, Phase II, and Flashing Hat Relays landed to new controller. Includes testing & technical assistance at final inspection.

Electrical (Machine Room, Hoistway and Pit)

- Refurbish/Reuse 3 Phase Mainline Disconnect for elevator. Bring power to controller
- Refurbish/Reuse Single Phase 110 Disconnect for cab lights. Bring power to controller
- Install auxiliary contact for Battery Lowering
- New guarded LED Lighting in machine room and pit (EXCLUDED – BUILDING HANDLING)
- New Emergency Lighting for machine room (EXCLUDED – BUILDING HANDLING)
- New GFCI and non-GFCI outlets in elevator machine room and pit
- **Bring telephone line to controller. Currently, no phone line is in place. Building to provide phone line.**

HVAC

- Furnish/Install new Single Phase 208 Disconnect for HVAC
- Furnish/Install new HVAC mini-split in elevator machine room
- Install conduit, power wiring, disconnect, and pole breaker for HVAC
- Run condensate line for HVAC
- Plumbing for new HVAC

General Construction

- Sheetmetal over existing vent in machine room and hoistway
- Bevel ledges in hoistway
- Provide all necessary core drilling for HVAC and new FACP
- Provide fire caulking in elevator machine room, hoistway and elevator pit

Price Includes the following:

- Project Manager to coordinate with all Trades from contract execution to Final Acceptance by AHJ
- Price includes Per Diem, Travel, Testing, Inspections and Permits

OSB Services LLC ♦ MEP | Energy | Contracting

3689 Cherry Road ♦ Memphis, TN 38118 ♦ 901.547.2500 Office ♦ www.OSBEnterprises.com
TN License# 43521 ♦ MS License# 13303 ♦ AR License# 342220516 ♦ LA License# 61951 ♦ FEIN# 62-1772796



Job Specific Exclusions: Cladding

Excluded:

- Engineering, architectural or utility fees
- Local, state or federal taxes, bonding fees
- Asbestos detection, abatement or disposal
- New electrical feeders
- Lobby Floor Protection
- Liquidated or Consequential damages
- Storage or Dumpster
- Overtime or after-hours labor
- Stainless steel cladding or structural steel
- Cab Interiors or flooring
- Hoistway venting
- Elevator Operator Time
- Telephone Monitoring
- Anything else not specifically listed above

OSB Services LLC ♦ MEP | Energy | Contracting

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TN License# 43521 ♦ MS License# 13303 ♦ AR License# 342220516 ♦ LA License# 61951 ♦ FEIN# 62-1772796



MEETING DATE: October 7, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Construction Contract for Project SS6786; Sanitary Sewer Manhole Rehabilitation Annual Maintenance Contract, as requested by Columbia Water on May 12, 2025. Award to Vortex Services, LLC, in an amount not to exceed \$2,298,725.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date one (1) year from commencement with the option to renew for three (3) one-year periods. This contractor is located in Greenville, SC.

REQUISITION NO.: R234208

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - Annual Gravity Sewer Manhole Lining - Capital Project Costs (5529999-SS678626-658650). The original budget amount is \$2,298,725.00.

BUSINESS PROGRAM: Local Business Enterprise Program

CLEAN WATER 2020?: Yes

PURPOSE:
Vortex Services, LLC, will provide rock removal and subcontractor coordination services at 80.10% (\$1,841,278.73) of the total contract amount.

The following subcontractors will provide additional services:

ProCoat, Inc. a Minority Business Enterprise (W), located in Winston Salem, NC, will provide manhole rehabilitation services at 2.20% (\$50,571.95) of the total contract amount.

Keefer Engineering, LLC, a Minority Business Enterprise (W), located in Lexington, SC, will provide manhole inspection services at 9.80% (\$225,275.05) of the total contract amount.

D.E. Walker Construction, Co., located in Charlotte, NC, will provide open cut manhole services at 7.90% (\$181,599.27) of the total contract amount.

There were four (4) responses to BID042-24-25-AMS Sanitary Sewer Manhole Rehabilitation Annual Maintenance Contract.

ATTACHMENTS:

- **#a:** Council Memo (PDF)
- **#b:** Final.Contract.BID042-24-25-AMS Sanitary Sewer Manhole Rehab (PDF)
- **#c:** SS6786-Sanitary Sewer MH Rehab 25-26. 03.10.2025.Compliance All in One M... (PDF)



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

FROM: Mr. Stephen Nabholz, Project Manager, Wastewater Maintenance

DATE: September 11, 2025

Subject: Recommendation for Approval
SS6786 FY25-26, Sanitary Sewer Manhole Rehabilitation Annual
Maintenance Contract

Council is asked to approve SS6786 - Sanitary Sewer Manhole Rehabilitation Annual Maintenance Contract as requested by Columbia Water. Award to Vortex Companies headquartered in Houston, TX (with a branch office in Greenville, SC) in an amount not to exceed \$2,298,725.00.

The purpose of this contract is to assist the City of Columbia Wastewater Maintenance Department in meeting the requirements of the Consent Decree under which the City is performing this work. The services performed as a part of this Scope of Services include inspections, rehabilitation, and replacement the City's sanitary sewer manholes.

Funding Source for this contract is CIP; 5529999-658650-SS678626. This Project is a Clean Water 2020 project, uses Consent Decree clauses, but no liquidated damages clause required. Project is a NOT Mentor/Protégé project. The initial term of the contract will one (1) year with three (3) optional 12-month renewals.

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

- ProCoat, Inc. (WBE), located in Winston Salem, NC, will be providing manhole rehab at 2.20% (\$50,571.95) amount.
- Keefer Engineering, LLC. (SBE, DBE, CDBE), located in Lexington, SC, will be providing manhole inspections at 9.80% (\$225,275.05) amount.
- D.E. Walker Construction Co, located in Charlotte, NC, will be providing open cut manholes at 7.90% (\$181,599.27) amount.

CONTRACT

City of Columbia, South Carolina

CIP # SS6786

Name of Project: Sanitary Sewer Manhole Rehabilitation Annual Maintenance

Bid # BID042-24-25-AMS

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **Vortex Services, LLC** with legal address and principal place of business at **17 AD Asbury Road, Greenville, SC, 29605**, 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. – **Non Applicable**

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **three hundred sixty-five (365)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated. 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 **Two Million, Two Hundred Ninety-Eight Thousand, Seven Hundred Twenty-Five Dollars And Zero Cents (\$2,298,725.00)**.

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 (NOT APPLICABLE)

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 _____ (\$) per day for each calendar day of delay until the Work is complete.

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

ARTICLE 8. ASSURANCE.

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

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 14 Instructions to Bidders, Part 15 General Specifications, all of the City of Columbia's Engineering Regulations.

9.2.7 Special Provisions.

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

9.2.9 Drawings, numbered__through__, inclusive and dated _____.

9.2.10 Addenda number_____ to _____, inclusive.

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

ARTICLE 10. TERMINATION.

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

ARTICLE 11. MISCELLANEOUS.

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

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

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

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

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

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

Contractor
Vortex Services

BY

B.J. Kerst
BJ Kerstiens - Sr VP - Services

(CORPORATE SEAL)

Attest

msm
Matt Samford - CFO
Address for giving notices:
18150 Imperial Valley Drive
Houston, TX 77060

Date: 09/16/2025

Owner
City of Columbia, SC

BY

Teresa Wilson, City Manager

APPROVED AS TO FORM
Quinn
Legal Department City of Columbia, SC

9/10/2025

Attest

Address for giving notices:

Department of Procurement and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

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

APPENDIX - 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)
ProCoat, Inc UBWESTNZP8U3		Manhole Rehab	\$50,571.95	2.2%	WBE	
Keefer Engineering, LLC YVHWXP4S527 10ES6	V017850	Manhole Inspections	\$225,275.05	9.8%	SBE, DBE, CDBE	
D.E. Walker Construction Co KALBR1NAFRJ5 45X06		Open Cut Manholes	\$181,599.28	7.9%		
				0.0%		
				0.0%		
				0.0%		

Key: Minority/Women Owned Business Enterprise Association Code**AF** – Asian American Female**BM** – African American Male**HM** – Hispanic American Male**AM** – Asian American Male**FB** – Non-Minority Female Owned**NF** – Native American Female**BF** – African American Female**HF** – Hispanic American Female**NM** – Native American Male**COMBINED TOTAL SUB AMOUNT \$** \$458,136.65**TOTAL CONTRACT AMOUNT: \$** 2,298,725.00

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

Business Name: Vortex Services, LLCRepresentative Name/Title: BJ KerstiensDate: 07/30/2025

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

1) Subcontractors Company information (Primary/Main office location)**ProCoat, Inc**

Company Name

2809 Hall Ln

Physical Address

2809 Hall Ln

Mailing Address

Winston-Salem, NC 27127

City/State Zip Code

336-813-4731

Phone number

Fax number

Wilson Ebert

Primary Contact Name

Kathryn Spanos

Secondary Contact Name

webert@procoatcorp.com

Primary Contact Email Address

Secondary Contact Email Address

UBWESTNZP8U3

Sam.gov UEID #

Vendor #

2) Subcontractors Company information (Primary/Main office location)**Keefer Engineering, LLC**

Company Name

423 Saddlebrooke Rd

Physical Address

P.O. Box 2771

Mailing Address

Lexington, SC 29072

City/State Zip Code

839-288-7207

Phone number

Fax number

Tom Keefer

Primary Contact Name

Mandy Keefer

Secondary Contact Name

tom.keeper@keeperengineering.com

Primary Contact Email Address

mandy.keeper@keeperengineering.com

Secondary Contact Email Address

YVHWYXP4S527

Sam.gov UEID #

V017850

Vendor #

3) Subcontractors Company information (Primary/Main office location)**D.E. WALKER CONSTRUCTION CO**

Company Name

5017 Sirius LN STE A

Physical Address

P.O. Box 411564

Mailing Address

Charlotte, NC 28208

City/State Zip Code

704-424-7500

Phone number

Fax number

Derrick Walker

Primary Contact Name

Secondary Contact Name

derrick@dewalkerconstruction.com

Primary Contact Email Address

Secondary Contact Email Address

KALBR1NAFRJ5

Sam.gov UEID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code

Phone number

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Sam.gov UEID #

Vendor #



City of Columbia
Inter-Office Memorandum

To: Procurement

Date: 03/10/2025

From: Office of Business Opportunities - Compliance Office

Project #: SS6786 Sanitary Sewer MH Rehab (25-26) Annual

Project Type: Construction

Total Project Estimate Per Project Manager): \$1,994,250.00

Project Description (Per Project Manager): The purpose of this project is to inspect and document the condition of sanitary sewer manholes for the City of Columbia, South Carolina and rehabilitate degraded sanitary sewer manholes as necessary to restore good system conditions. The work includes furnishing all labor, equipment, tools, accessories, and materials required to inspect and rehabilitate sanitary sewer manholes; make repairs in the interior and exterior surfaces of selected manholes; and furnish and install lining systems. (Annual Contract with 3 Optional Renewals.

Compliance Program(s) Associated with this Project: ☐ CDBE ☐ SOP ☐ MPP ☒ **LBE & City wide Goal**

Goals for Program(s) that are Associated with this Project: LBE & 15% City wide Goal

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

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

There are no OBO programs assigned to this project.

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

The City is an equal opportunity employer and encourages Local Business Enterprise (LBE), Small, Women-owned, Minority, Veteran, or Disadvantaged or Historically Underutilized Business in accordance with SBA guidelines and/ or similar state or federal certification programs participation to the extent legally feasible. It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Businesses Enterprises (DBEs) including, but not limited to, Small Businesses Enterprises (SBEs), Minority-Owned Businesses Enterprises (MBEs) and Women-Owned Businesses Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, subcontractors and suppliers on its procurement and contracting offerings. A Disadvantaged Business Enterprise (DBE) is a business, which is, at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party or parties. In the case of a publicly owned business, at least fifty-one percent (51%) of the stock must be owned by and the business operated by socially and economically disadvantaged individuals.

Reviewed & Approved by: *LaTonya B Germany*

Date: 03/10/2025

(OBO – Compliance Department)



MEETING DATE: October 7, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 3404 Two Notch Road, 3422 Two Notch Road, and 1138 Head Street, TMS# 14102-06-23

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-074 - Annexing 3404 Two Notch Road, 3422 Two Notch Road, and 1138 Head Street, Richland County TMS # 14102-06-23 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Proposal: Request to annex the property, assign the land use classification of Community Activity Corridor (AC-2) and assign zoning of Community Activity Center/Corridor District (CAC) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned General Commercial (GC) by Richland County.

Council District: 2

Applicant: Joseph McDougall

Staff Recommendation: Approval

PC Recommendation: 08/14/2025; Approval (5-0)

First reading approval was given on September 16, 2025.

ATTACHMENTS:

- **#a:** ANNEX-2025-0015_TwoNotch3404_ZPH Packet (PDF)
- **#b:** 2025-074 - Annex and Incorporate 3404 Two Notch Rd, 3422 Two Notch Rd and 1138 Head St (PDF)

HISTORY:**09/16/25****Columbia City Council APPROVED ON FIRST READING**

Ms. Diane Wiley



CITY COUNCIL

September 16, 2025 at 4:00 P.M.

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

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

3404 Two Notch Road, 3422 Two Notch Road, and 1138 Head Street,
TMS# 14102-06-23

Council District:	2
Proposal:	Request to annex the property, assign the land use classification of Community Activity Corridor (AC-2) and assign zoning of Community Activity Center/Corridor District (CAC) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned General Commercial (GC) by Richland County.
Applicant:	Joseph McDougall
Staff Recommendation:	Approval
PC Recommendation:	08/14/2025; Approval (5-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.85 acre

Current Use: Commercial

Proposed Use: Commercial

Reason for Annexation: Municipal Services

Urban Service Area: Donut Hole - Primary

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

Proposed City Land Use Classification: Community Activity Corridor (AC-2)

Current County Zoning: General Commercial (GC)

Proposed City Zoning: Community Activity Center/Corridor District (CAC)

Census Tract: 111.01

PLANS, POLICIES, AND LAND USE

Urban Service Area

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

Principles and Goals of the Urban Service Area

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

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

Donut Holes - Primary

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

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

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

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

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Community Activity Corridor (AC-2). 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.

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

The subject property is not located within the study area of an existing neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

ZONING

The property is currently zoned General Commercial (GC) by Richland County. Adjacent parcels within the City of Columbia, across Two Notch Road, are zoned Community Activity Center/Corridor District (CAC). Adjacent parcels in unincorporated Richland County are currently zoned General Commercial (GC).

The proposed City of Columbia zoning is Community Activity Center/Corridor District (CAC).

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

STAFF RECOMMENDATION

Staff recommends the assignment of the future land use classification of Community Activity Corridor (AC-2) and recommends assigning the zoning of Community Activity Center/Corridor District (CAC) at the time of annexation, as it is compatible with the surrounding County zoning and consistent with the zoning and uses of adjacent parcels already within the City limits.



Future Land Use

3404 Two Notch Road, TMS# 14102-06-23

Current Richland County Future Land Use: Mixed Residential (High Density)

Proposed City Future Land Use: Community Activity Corridor (AC-2)

22.a

Legend

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

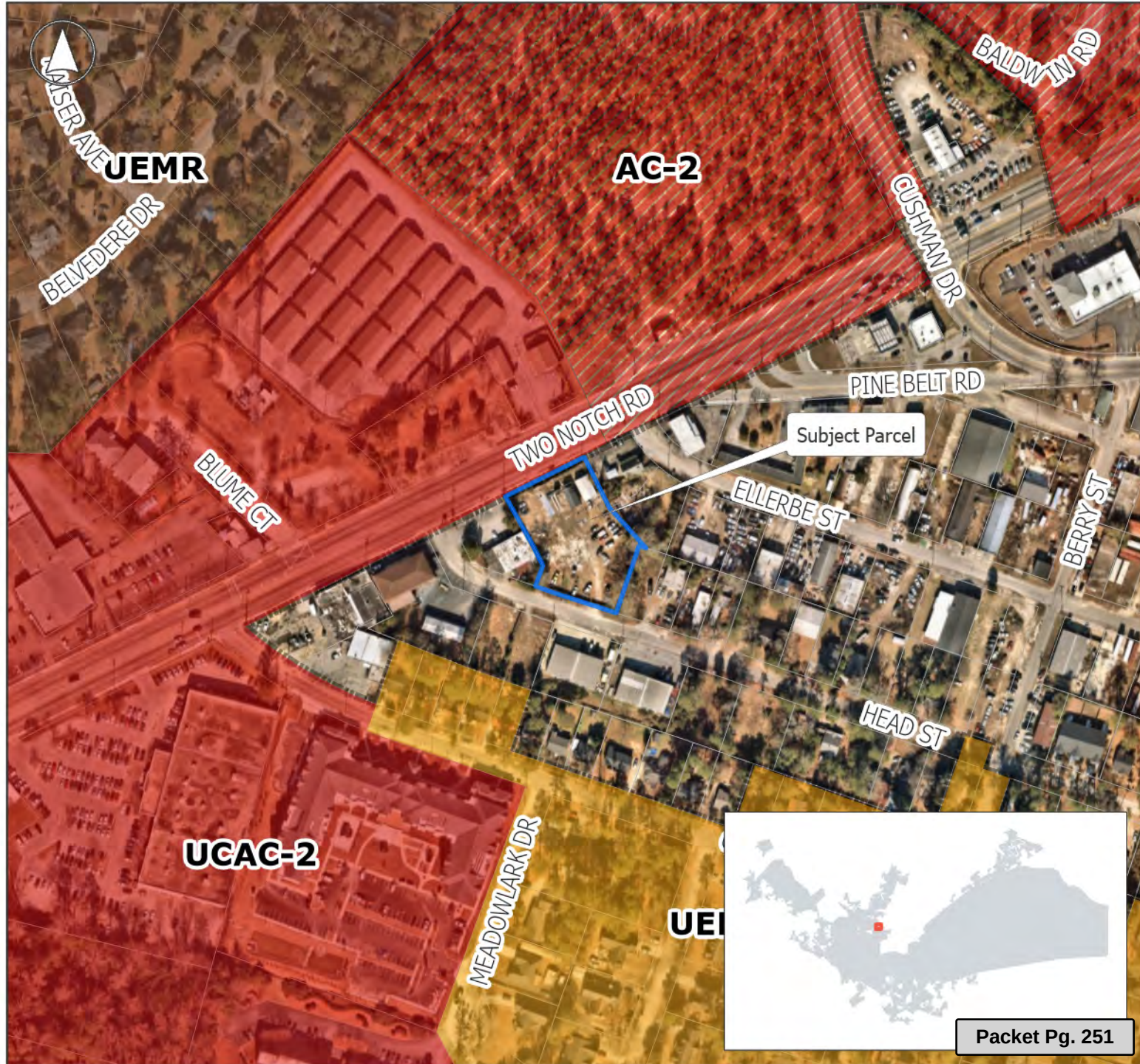
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Planning & Development
Services Department

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Zoning

3404 Two Notch Road, TMS# 14102-06-23

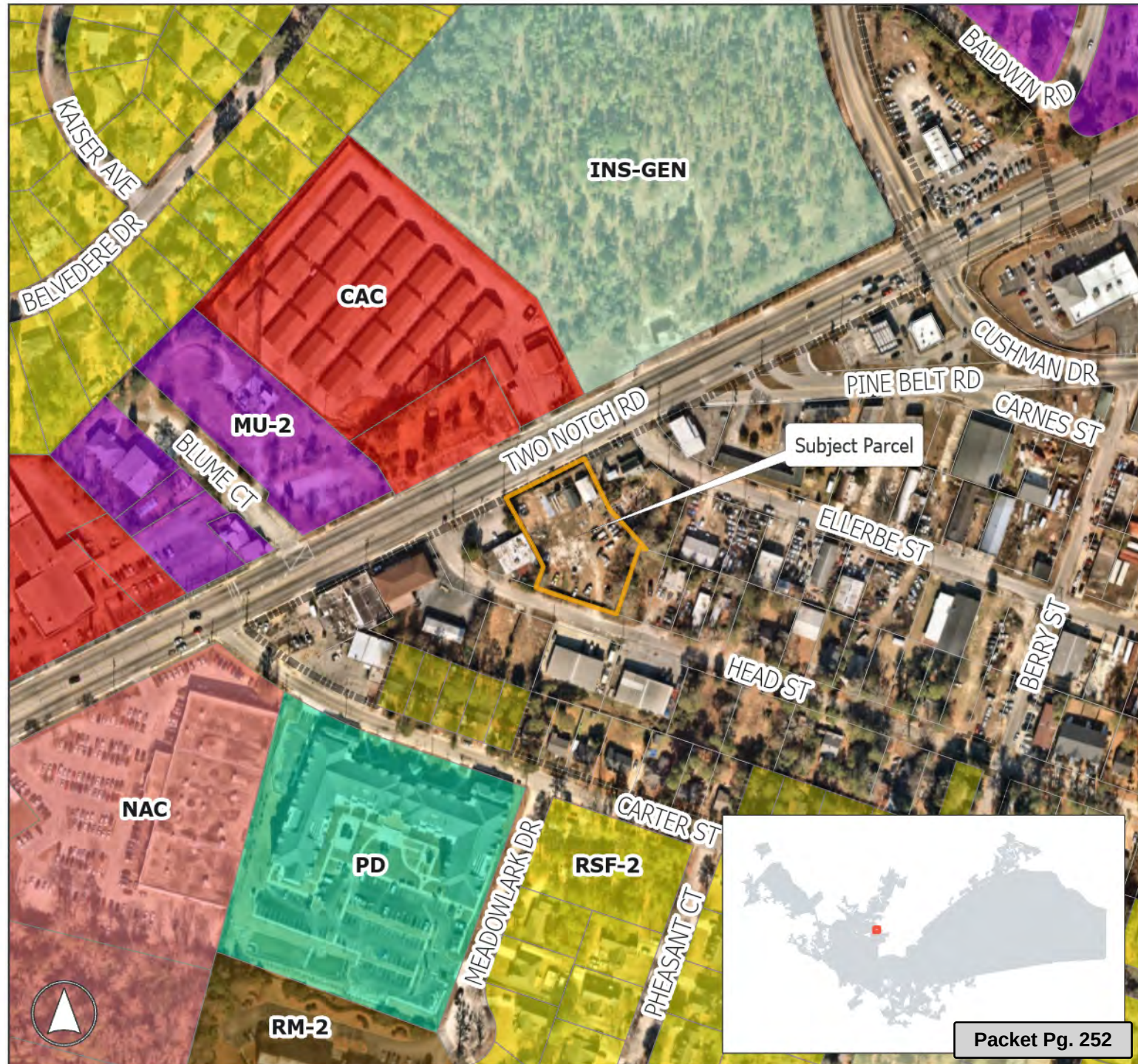
Current Richland County Zoning: GC

Proposed City Zoning: Community Activity Center/Corridor District (CAC)

22.a

Legend

- CAC: Community Activity Center/Corridor
- NAC: Neighborhood Center/Corridor
- MU-2: Mixed-Use
- RSF-3: Residential Single Family - Small Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RSF-1: Residential Single Family - Large Lot District
- RM-2: Residential Mixed
- PD: Planned Development
- INS-GEN: Institutional - General District
- Parcels
- City Limits



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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

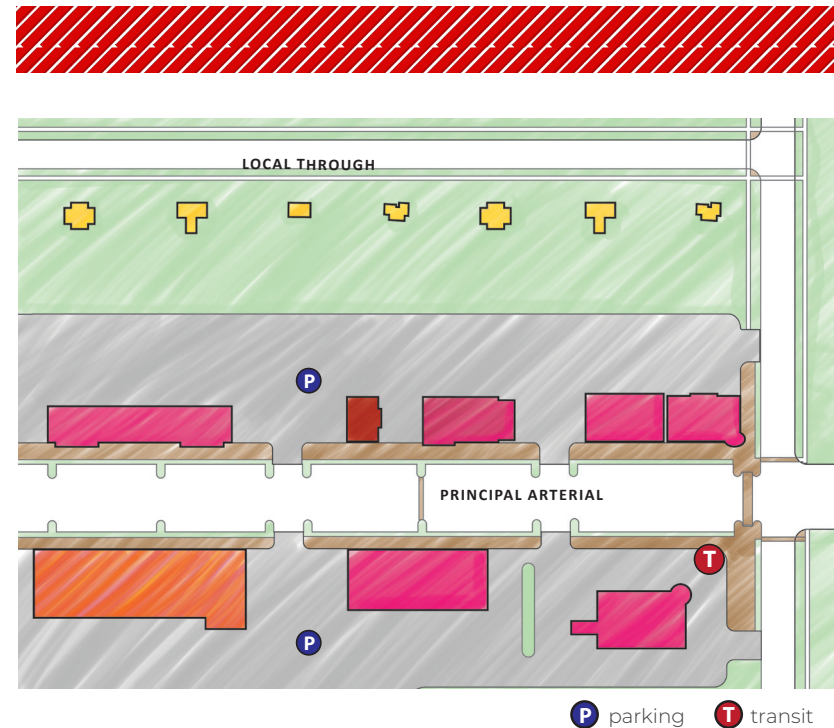
Proposed projects in the Northwest, North Central, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Proposed Future Land Use Classification

Development Types

COMMUNITY ACTIVITY CORRIDOR (AC-2)

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a three-mile to five-mile drive and typically consist of a variety of commercial and service issues.



AC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

SECONDARY TYPES

- Multi-family Small & Medium

TERTIARY TYPES

- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

AC-2 DEVELOPMENT PATTERN/CONTEXT

- Streets are principal or minor arterial roads carrying high traffic volumes,
- Blocks are not the base component for this development type.
- Lots are large and adequately deep and wide to accommodate groups of smaller businesses or medium to larger format buildings with sufficient parking. Floor area ratios (FARs) are usually in the range of 0.2 to 0.25 for these corridors, but FARs of 3.0 or greater may be appropriate as infill and redevelopment occur.
- Buildings are oriented toward the street and may be located at the front of the lot, right behind the sidewalk, or setback with parking lots in front of the buildings. In new or redevelopment projects, setting the buildings close to the street is preferred with side or rear lots. Access to businesses should be provided from the sidewalk. Buildings may be out-lot, freestanding structures, or in attached strip mall-type structures.
- Designated off-street parking areas are typically located in front of or behind each building; corridors may also have on-street parking.
- These corridors are often located along transit routes, and sidewalks and bike lanes should be incorporated to allow safe access to businesses in corridors. An access management plan should be prepared for each activity corridor to promote safety for pedestrians, bicyclists, transit users, and motorists, as well as accessibility for all businesses.



- Open spaces are provided on individual lots in the form of perimeter plantings and buffer yards are typical.
- Consolidated architectural details and finishes are encouraged to create a cohesive appearance along corridors. Buildings are typically one to two stories.

Proposed Zoning District



CAC: Community Activity Center/Corridor District

Purpose

The purpose of the Community Activity Center/Corridor (CAC) District is to provide lands that accommodate moderate-density, walkable, and medium-scale mixed-use development, and commercial development that serves multiple neighborhoods. Some auto-oriented uses are allowed, but the design and location of those uses must be compatible with and support pedestrian-oriented development. Allowed uses include live/work and multi-family dwellings, mixed-use, offices, recreation/entertainment, cultural facilities, restaurants, and drinking establishments. *No minimum parking.

Intensity and Dimensional Standards

Standard	Multi-family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)	10,000	5,000
1 Lot Width, min. (ft.)	75	50
Lot Coverage, max. (% of site area)	N/A	
Density, max. (du/acre)	N/A	
2 Front Yard Setback, (ft.)	Min.	5 [1]
	Max.	15 [1]
3 Side Yard Setback, min. (ft.)	0 to 5	
4 Rear Yard Setback, min. (ft.)	20	
5 Building Height, max. (ft.)	75	

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 properties 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

Dwelling, live-work ¹	Newspaper or periodical publishing establishment	College or university
Dwelling, mixed-use	Community recreation center	Elementary, middle, or high school
Dwelling, multifamily	Cultural facility	School, business or trade
Continuing care retirement community (CCRC) ¹	Day care facility ¹	Hospital
Dormitory, public	Government office	Laboratory, medical or dental
Fraternity or sorority house ²	Library	Medical or dental clinic/office
Residential care facility ²	Membership organization facility	Nursing care facility
Rooming house or boardinghouse ²	Place of worship ¹	Arboretum or botanical garden
Broadcasting studio	Public safety facility	Cemetery
	Social services facility	Park or greenway 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.

CAC: COMMUNITY ACTIVITY CENTER/CORRIDOR

Park and ride	Recreation facility, indoor, not elsewhere listed
Parking lot ¹	
Parking structure ¹	Recreation facility, outdoor, not elsewhere listed
Passenger terminal, surface transportation	Consumer goods store
Utility facility, major ²	Convenience store ²
Utility facility, minor	Smoke or Vape Shop ¹
Kennel ¹	Farmers' market
Veterinary hospital or clinic ¹	Grocery store or food market
Self-service storage ¹	Liquor store ²
Eating establishment only ¹	Pawn shop ²
Eating and drinking establishment, Type 1 ¹	Gasoline sales and service station ¹
Eating and drinking establishment, Type 2 ²	Personal vehicle repair and maintenance ¹
Funeral home or mortuary	Vehicle equipment supplies sales and rentals
Business/Professional office	Hotel or motel
Contractor's office	Community garden ¹
Bank, retail	Manufacturing, assembly, or fabrication, light
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	
Performing arts center	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2025-074

Annexing 3404 Two Notch Road, 3422 Two Notch Road, and 1138 Head Street, Richland County TMS # 14102-06-23 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

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

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

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

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

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

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

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

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

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

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

2. The property identified as 3404 Two Notch Road, 3422 Two Notch Road, and 1138 Head Street, Richland County TMS # 14102-06-23 containing 0.85 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 111.01, and assigned a future land use classification of Community Activity Corridor (AC-2) and zoning of Community Activity Center/Corridor District (CAC).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 14102-06-23

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

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2025-074**EXHIBIT "A"**
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and being shown on a plat prepared for Joseph McDougal by Baxter Land Surveying Co., Inc., dated September 8, 2006, and recorded in the Richland County ROD in Book 1263 at page 1184. Reference being craved to said plat. Be all measurements a little more or less.

LEGAL DEPARTMENT DRAFT



MEETING DATE: October 7, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **ZONING MAP AMENDMENT for Portion of 151
Clemson Road, TMS# 25705-07-27 (portion)**

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-075- Amending the Official Zoning Map to modify the zoning for portion of 151 Clemson Road, Richland County TMS # 25705-07-27 (portion)

Proposal: Request to rezone the property from Mixed Use District (MU-2) to Mixed Use District (MU-2), Outdoor Advertising Sign Overlay District (OV-OAS) to allow an outdoor advertising (billboard) sign.

Council District: 4

Applicant: Mason Sullivan, Lamar Advertising of Columbia

Staff Recommendation: Denial

PC Recommendation: 08/14/2025; Approval (4-2)

First reading approval was given on September 16, 2025.

ATTACHMENTS:

- **#a:** ZMA-2025-0015_Clemson151portion_ZPH Packet (PDF)
- **#b:** Zoning Map (PNG)
- **#c:** 2025-075 - Zoning Map Amendment of Portion of 151 Clemson Rd v2 (PDF)

HISTORY:**09/16/25****Columbia City Council APPROVED ON FIRST READING**

Mr. Mason Sullivan



CITY COUNCIL

September 16, 2025 at 4:00 P.M.

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

ZONING MAP AMENDMENT CASE SUMMARY

Portion of 151 Clemson Road, TMS# 25705-07-27 (portion)

Council District:	4
Proposal:	Request to rezone the property from Mixed Use District (MU-2) to Mixed Use District (MU-2), Outdoor Advertising Sign Overlay District (OV-OAS) to allow an outdoor advertising (billboard) sign.
Applicant:	Mason Sullivan, Lamar Advertising of Columbia
Staff Recommendation:	Denial
PC Recommendation:	08/14/2025; Approval (4-2)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: ± 0.09 acre (4,000 sq. ft.)

Current Use: Commercial – Restaurant

Proposed Use: Commercial – Restaurant and adding outdoor advertising sign

Future Land Use Classification: Mixed Use District (MU-2)

Current Zoning: Community Activity Center/Corridor District (CAC)

Proposed Zoning: Mixed Use District (MU-2), Outdoor Advertising Sign Overlay District (OV-OAS)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is designated as Regional Activity Corridor (AC-3) in the *Columbia Compass: Envision 2036* Future Land Use Map.

Refer to the attached land use classification description.

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

The subject property is not located within the study area of an existing neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

ZONING

The subject property is currently zoned Mixed Use District (MU-2).

The adjacent properties to the northeast, west, and southwest are all zoned MU-2 within the City of Columbia and are part of the Sparkleberry Crossing shopping development. The properties to the southeast, across Clemson Road, are zoned Residential 2 (R2) within Richland County.

The proposed zoning is Mixed Use District (MU-2) with the addition of Outdoor Advertising Sign Overlay District (OV-OAS).

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

Outdoor Advertising Sign Overlay District (OV-OAS)

The purpose of the Outdoor Advertising Sign Overlay (OV-OAS) District is to allow for commercial promotion of business establishments at locations along appropriate designated collector streets (minor thoroughfares), arterial streets (major thoroughfares), and the interstate system and freeway class highways, consistent with established standards for outdoor advertising (billboard) signs.

STAFF RECOMMENDATION

The applicant is requesting the OV-OAS overlay at this location to create a new conforming outdoor advertising sign within a leased 50' x 80' portion of the subject property; the overlay would apply to this leased area only.

The Unified Development Ordinance (UDO) states that the total number of outdoor advertising signs shall not exceed the number of signs existing on February 1, 2000, but allows for the gradual replacement of signs within the OV-OAS overlay if existing signs are dismantled and replaced. The applicant has stated that the signs being replaced are located at 7620 Garners Ferry Road (TMS# 16315-02-02) and on Pulaski Street (TMS# 08914-01-09).

The applicant has provided supplemental information about the proposed billboard, which is included within this packet.

If this requested overlay is approved, the proposed billboard would conform to the standards of the OV-OAS overlay and the *Outdoor Advertising (Billboard) Sign Standards* contained within §17-5.10(c)(6)b.4 of the UDO. Notably, the standards require certain buffers, including that an outdoor advertising sign shall not be located within 300 feet of a residential base zoning district. This proposed location conforms to that requirement, because the UDO does not consider a zoning district beyond the City limits for the purposes of the definition of "residential base zoning district".

However, the entirety of the proposed overlay is within 300 feet of the Chimney Ridge residential single-family subdivision, zoned R2 in unincorporated Richland County. When making a decision on a map amendment request it is appropriate to consider compatibility with existing uses, including these residences. **Because the proposed OV-OAS overlay would allow a use that UDO has been deemed to be incompatible within 300 feet of residences along arterial streets, staff finds that this location is not an appropriate location and recommends denial of this request.**



Future Land Use

151 Clemson Road, TMS# 25705-07-27
Future Land Use: Regional Activity Corridor (AC-3)

23.a

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
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- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
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- S/A - Sports/Amusement
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- FJ - Fort Jackson
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- Parcels
- City Limits

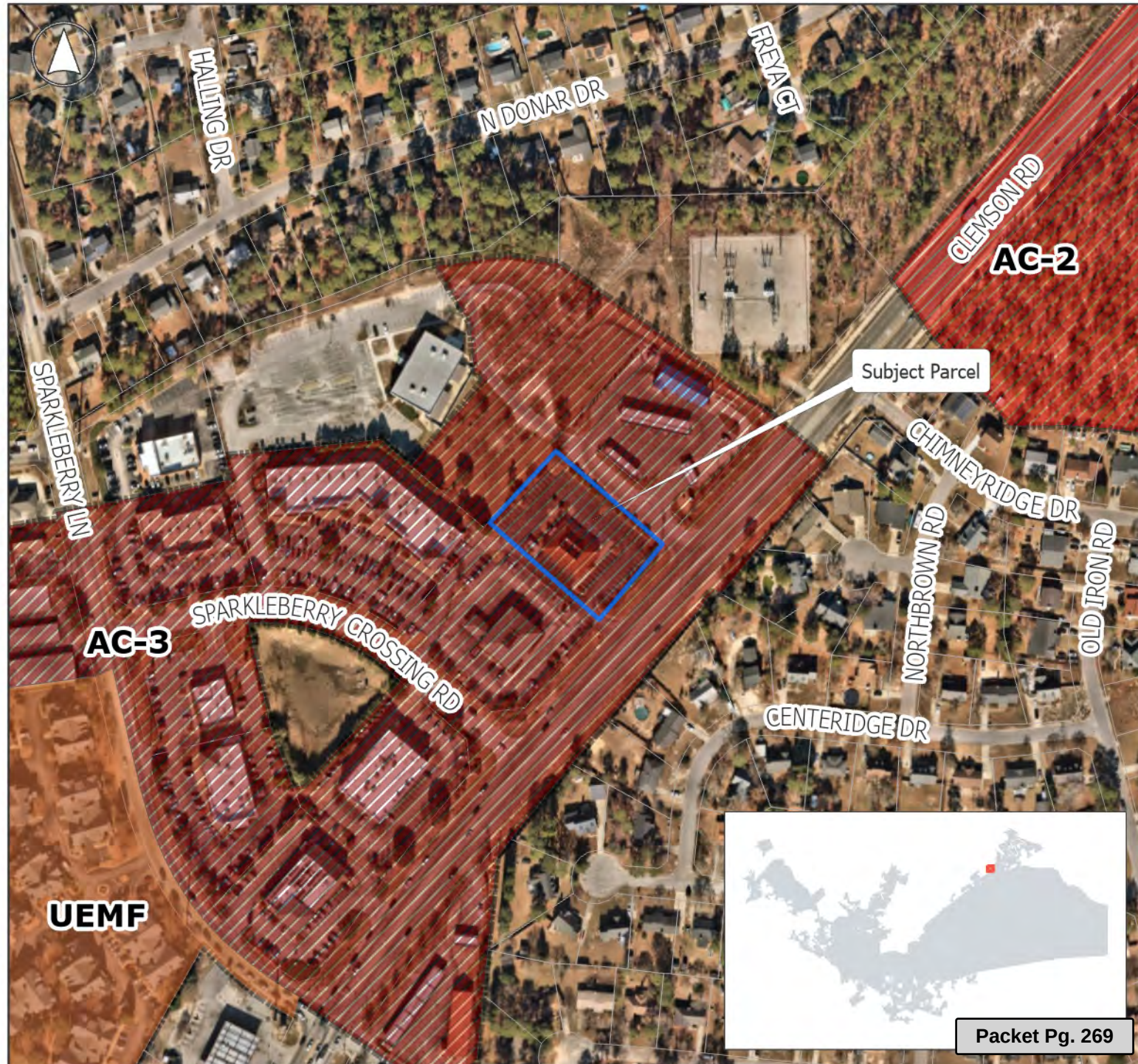
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Zoning

151 Clemson Road, TMS# 25705-07-27

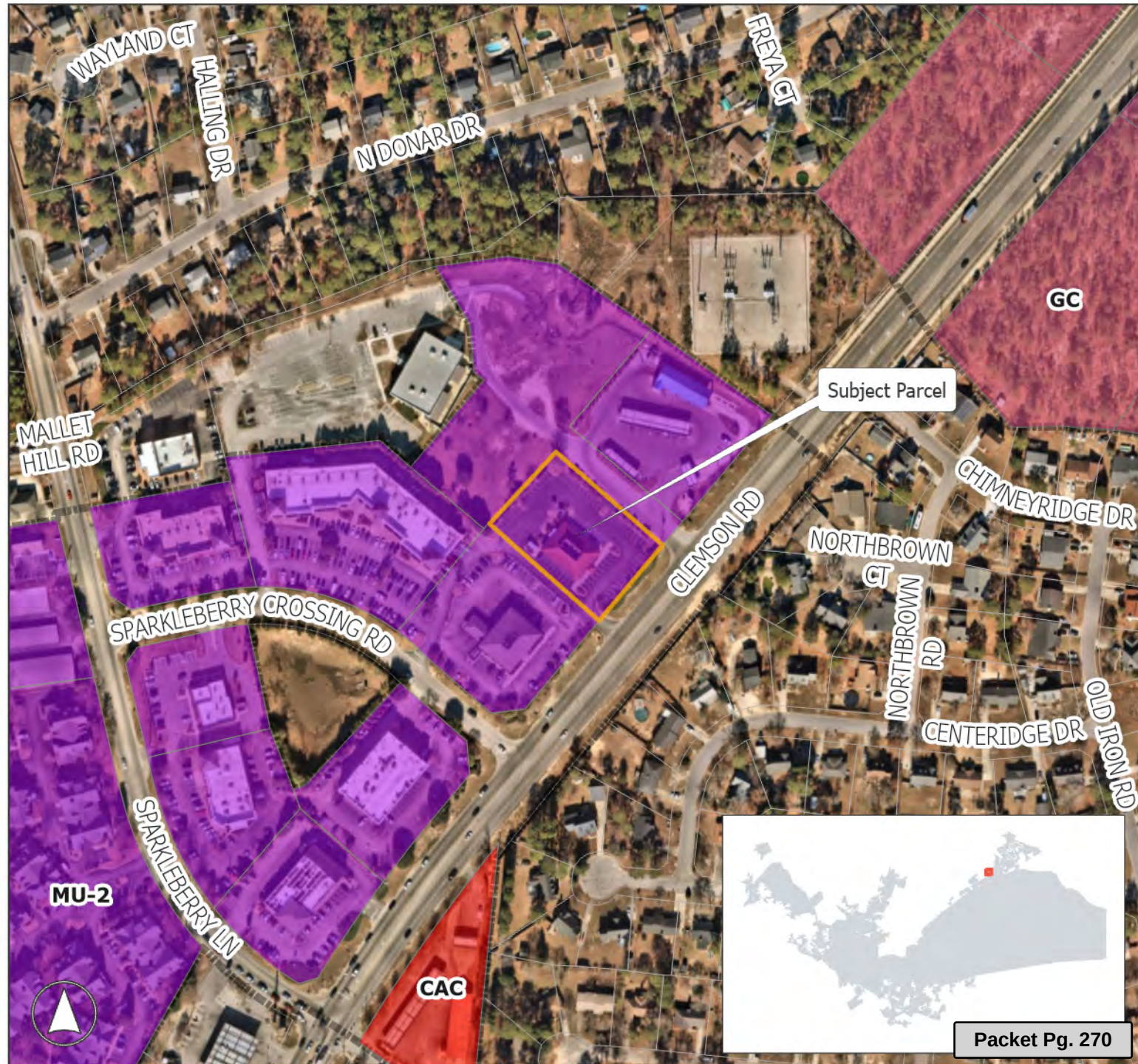
Current Zoning: Mixed Use District (MU-2)

Proposed Zoning: MU-2 with Outdoor Advertising Sign Overlay District (OV-OAS)

23.a

Legend

- CAC: Community Activity Center/Corridor
- GC: General Commercial District
- MU-2: Mixed-Use
- Parcels
- City Limits



0 100 200 Feet



Planning & Development
Services Department

Created by: sw Hudson Date: 7/22/2025

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Approximate Boundary of Proposed OV-OAS

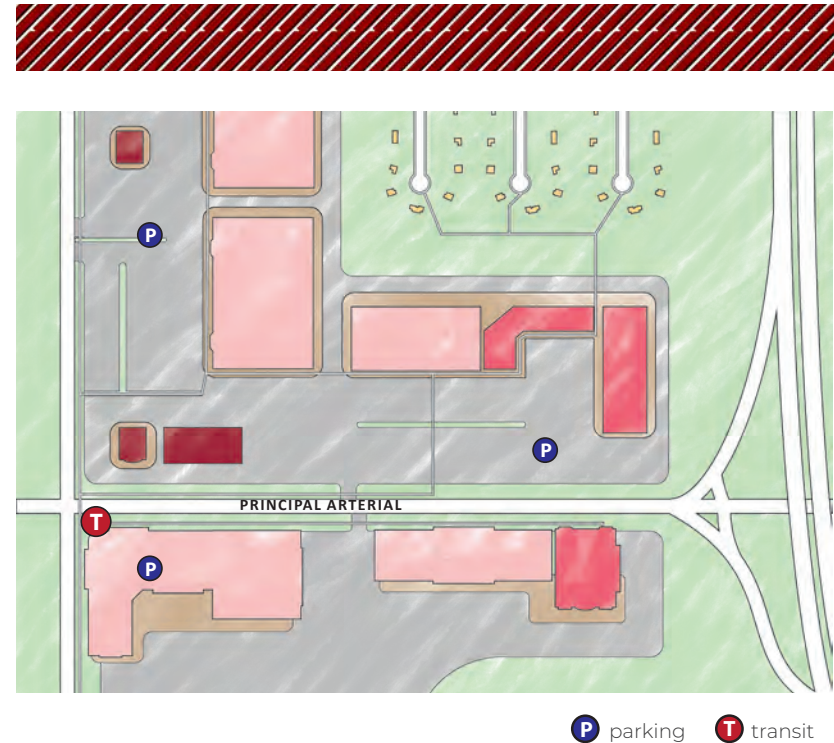


Future Land Use Classification

Development Types

REGIONAL ACTIVITY CORRIDOR (AC-3)

Regional Activity Corridors are linear extensions of a Regional Activity Center. They contain nearly identical building types and uses to a Regional Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal arterial roadways. Their market or services radius may be up to 20 miles, and they typically consist of a variety of commercial and service uses.



AC-3 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium (High-rises may be appropriate in some locations)
- Business/Employment (excl. Flex) Small to Extra Large

SECONDARY TYPES

- Multi-family Small to High-rise
- Civic/Institutional Small to Large
- Flex Small to Large
- Parking Structures & Lots

TERTIARY TYPES

- Single-family Attached
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

AC-3 DEVELOPMENT PATTERN/CONTEXT

- Streets are principal arterial roads carrying high traffic volumes, often with nearby access to highways.
- Blocks are not the base component for this development type.
- Lots are large or very large, and adequately deep and wide to accommodate groups of small to extra large format businesses or buildings with sufficient parking. Floor area ratios (FARs) are usually in the range of 0.2 to 0.25 for these corridors, but higher FARs of 3.0 or greater are appropriate as infill and redevelopment occur.
- Buildings are oriented toward the street and may be located at the front of the lot, right behind the sidewalk, or setback with parking lots in front of the buildings. In new or redevelopment projects, setting the buildings close to the street is preferred with side or rear lots.
- Access to businesses should be provided from the sidewalk. Buildings may be out-lot, freestanding structures, or in attached multi-tenant structures.
- Designated off-street parking areas are typically located in front of or behind each building. As infill and redevelopment occur in these areas, intensification may necessitate some parking structures and shared parking lots.
- These corridors are often located along transit routes, and sidewalks and bike lanes should be incorporated to allow safe access to businesses in corridors. An access management plan should be prepared for each activity corridor to promote safety for pedestrians, bicyclists, transit users, and motorists, as well as accessibility for all businesses.



- Open spaces should be provided on individual lots in the form of perimeter plantings and buffer yards; linear parks and greenway connections are encouraged in these areas.
- Consolidated architectural details and finishes are encouraged to create a cohesive appearance along corridors. Buildings are typically one to two stories, but in areas close to Regional Activity Centers or in urban core areas high-rise buildings may be appropriate.

Current Zoning District



MU-2: Mixed-Use District

Purpose

The purpose of the Mixed-Use (MU-2) District is to provide lands that accommodate medium-density, walkable mixed-use development in a gridded street pattern.

Allowed uses include single-family, two-family, townhouse, and multi-family development, as well as a moderate range of neighborhood-serving mixed-use, retail, office, and personal services development.

*No minimum parking.

Intensity and Dimensional Standards

Standard		Townhouse	Single-Family and Two-Family	Multi-Family and Mixed Use	All Other Uses
Lot Area, min. (sf.)		8,000[1]/1,500[2]	5,000	10,000	5,000
Lot Width, min. (ft.)		75[1]/18[2]	50	75	50
Lot Depth, min. (ft.)		50			N/A
Lot Coverage, max. (% of site area)		N/A			
Density, max. (du/acre)		N/A			
Front Yard Setback (ft.)	Min.	0			
	Max.	15			N/A
Side Yard Setback, min. (ft.)		[3]	5		
Rear Yard Setback, min. (ft.)		10			
Building Height, max. (ft.)		60			

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	Continuing care retirement community (CCRC) ²	Library
Dwelling, live-work ¹	Fraternity or sorority house ²	Place of worship ¹
Dwelling, mixed-use	Residential care facility ²	Public safety facility
Dwelling, multifamily	Rooming house or boardinghouse ²	Social services facility
Dwelling, single-family detached	Community recreation center	Elementary, middle, or high school ²
Dwelling, townhouse	Cultural facility	School, business or trade ²
Dwelling, two-family	Day care facility ¹	Laboratory, medical or dental
	Government office	Medical or dental clinic/office

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.

MU-2: MIXED-USE DISTRICT

Nursing care facility ²	Consumer goods store
Arboretum or botanical garden ²	Farmers' market
Cemetery ²	Grocery store or food market
Park or greenway ¹	Bed and breakfast ¹
Park and ride	Community garden ¹
Parking lot ¹	Crop production and processing
Parking structure ²	Manufacturing, assembly, or fabrication, light
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	
Car wash	
Recreation facility, indoor, not elsewhere listed ¹	
Recreation facility outdoor, not elsewhere listed	

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

(m) OV-OAS: Outdoor Advertising Sign Overlay District**(1) Purpose**

The purpose of the Outdoor Advertising Sign Overlay (OV-OAS) District is to allow for commercial promotion of business establishments at locations along appropriate designated collector streets (minor thoroughfares), arterial streets (major thoroughfares), and the interstate system and freeway class highways, consistent with established standards for outdoor advertising (billboard) signs.

(2) Applicability

- a. The standards and requirements in this section apply to development located in the OV-OAS District, in addition to base zoning district standards.
- b. The OV-OAS District shall not be applied over a residential base zoning district.
- c. In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-OAS District shall control.

(3) General Standards

Outdoor advertising (billboard) signs are permitted in the OV-OAS District, in accordance with Sec. 17-5.10(c)(6)b.4, Outdoor Advertising (Billboard) Sign Standards.

Materials Submitted by Applicant



July 7th, 2025

City of Columbia
Attn: Zoning Division
1136 Washington Street, First Floor
Columbia, SC 29201

Dear Mr. Livengood:

Lamar Advertising is requesting to replace the display surface of a legal non-conforming outdoor advertising sign(s) in accordance with the provisions outlined in the City of Columbia Zoning Code 17-7.5 (c) (1) (a) having removed the necessary non-conforming signage triggering the ability to apply for replacement signage.

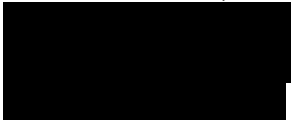
On June 23rd, 2025, Lamar advertising removed one back to back static sign measuring 14'x48' (672 SF X2 faces) and one side by side static sign measuring 10.5'x22.75' (239 SF X2 faces) for a total of 1,822 SF. Lamar is applying to replace the square footage removed by constructing a 10.5'x36' sign with two faces as shown in the application for a total of 756 SF.

Should you have any further questions or concerns, please do not hesitate to contact me. We look forward to your review and receiving a date for review by the Planning Commission if so allowed.

Sincerely,

A handwritten signature in dark ink, appearing to read "Mason P. Sullivan", with a stylized, flowing script.

Mason P. Sullivan
Real Estate Manager, Lamar of Columbia
1221 Atlas Road, Columbia, SC 29209

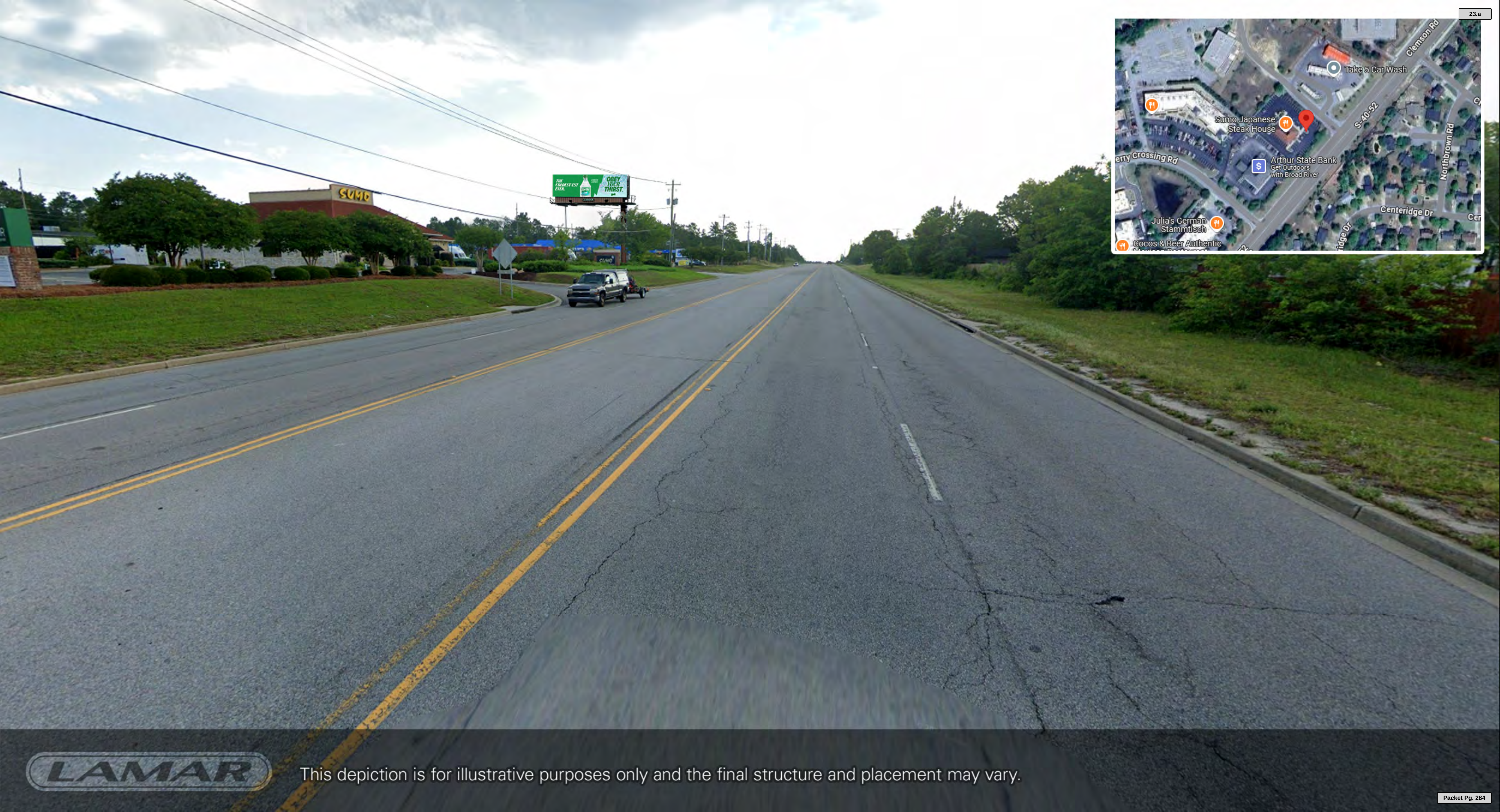


OUTDOOR ADVERTISING OVERLAY DISTRICT DEMISED PREMISES

ALL that certain piece or portion of land lying on the westerly side of Clemson Rd., Richland County, South Carolina, being a 50 x 80 foot portion of that certain property designated as Lot 7 (Parcel A), on a plat prepared for Sumo Japanese Steakhouse, Inc., by Associated E & S, Inc., dated January 14, 2003 and recorded in Book 750 at Page 1353 in the Office of the Register of Deeds for Richland County and having the following metes and bounds to wit:

Beginning at the southeast corner of Lot 7 (Parcel A) at point on the westerly side of Clemson Rd., said point being approximately 373.12 feet northeast from Sparkleberry Crossing Rd., thence turning and running along the boundary of the within described property N 49° 47' 26" W for a distance of 80 feet; thence turning and running therefrom S 39° 09' 55" W a distance of 50 feet; thence turning and running therefrom S 49° 47' 26" E a distance of 80 feet to a point along the boundary of the within described property and Clemson Rd.; thence turning and running therefrom N 39° 09' 55" E for a distance of 50 feet, said point being the point of beginning.

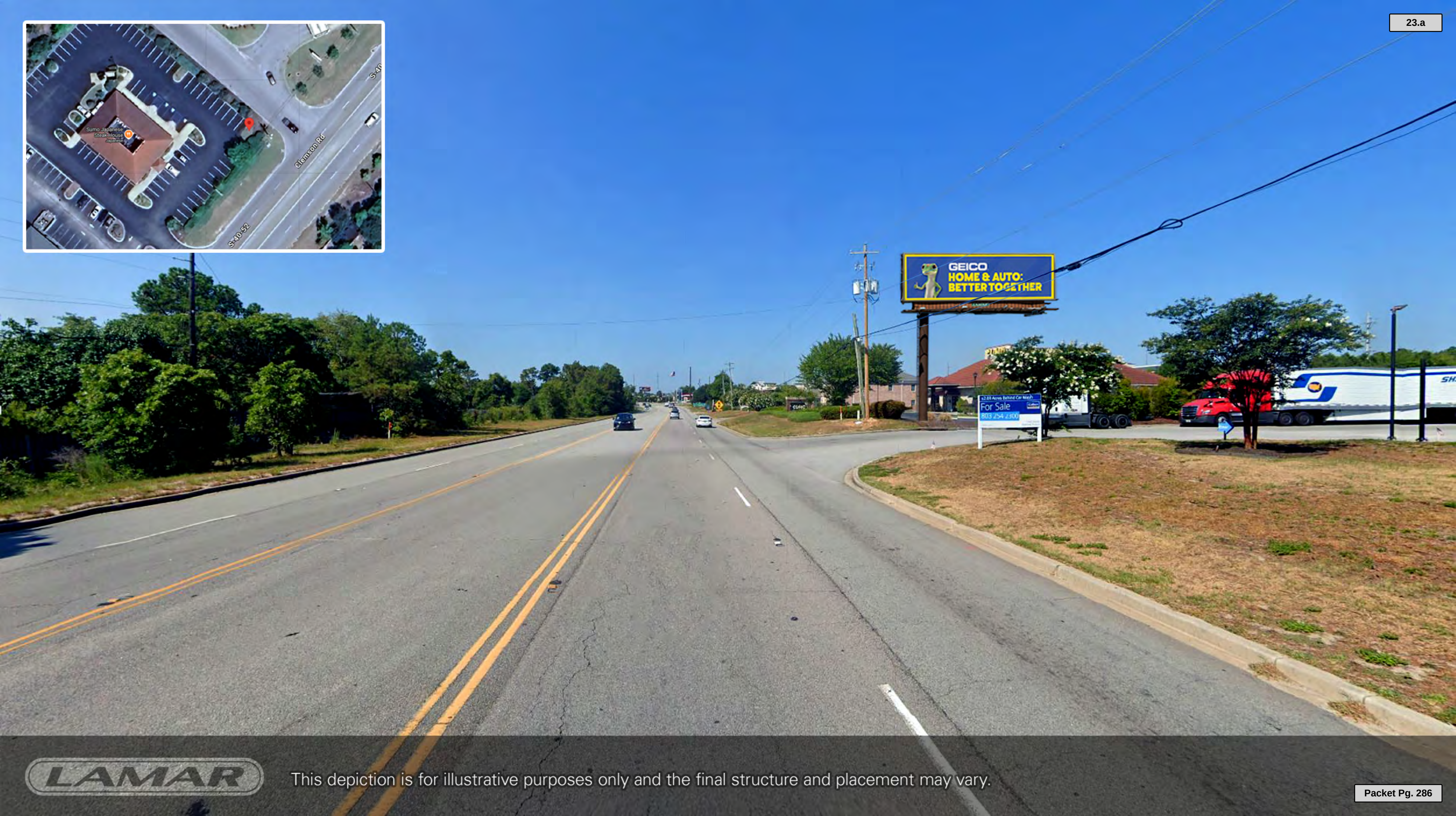
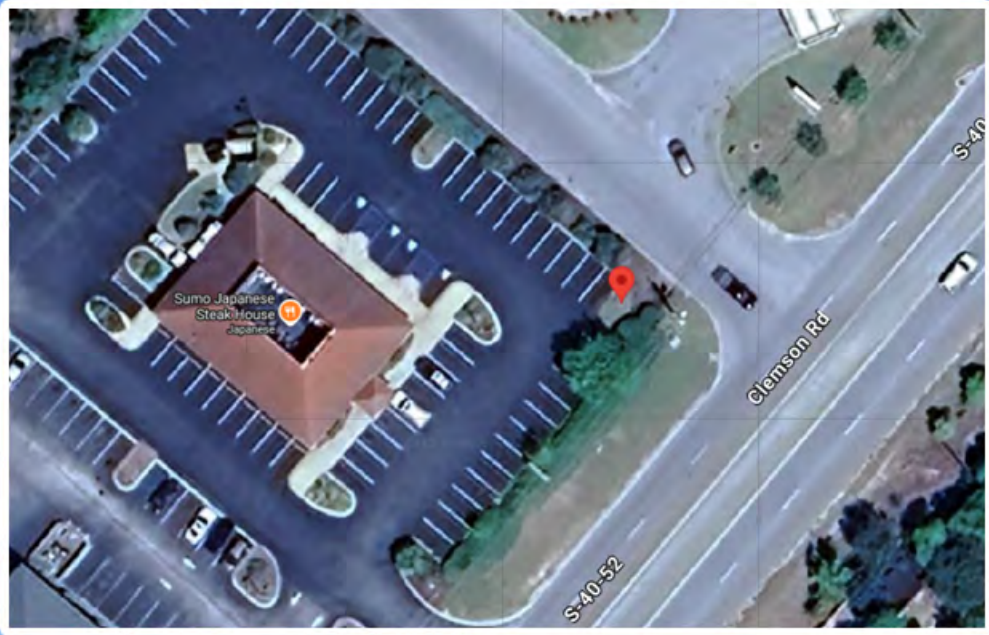
Proposed Sign



This depiction is for illustrative purposes only and the final structure and placement may vary.



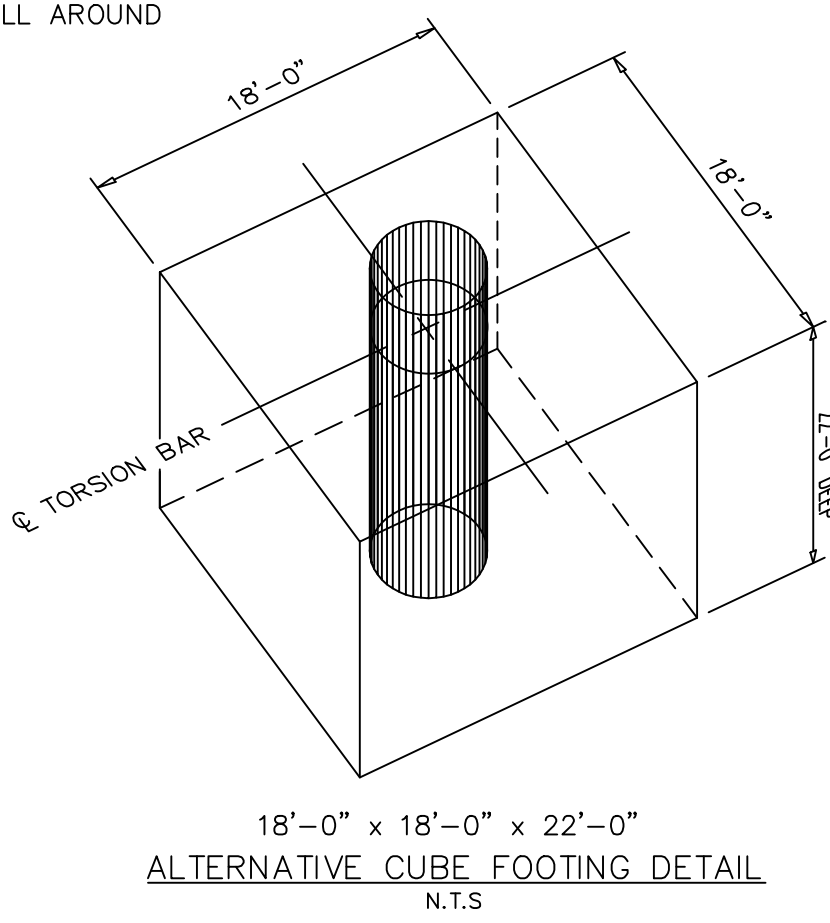
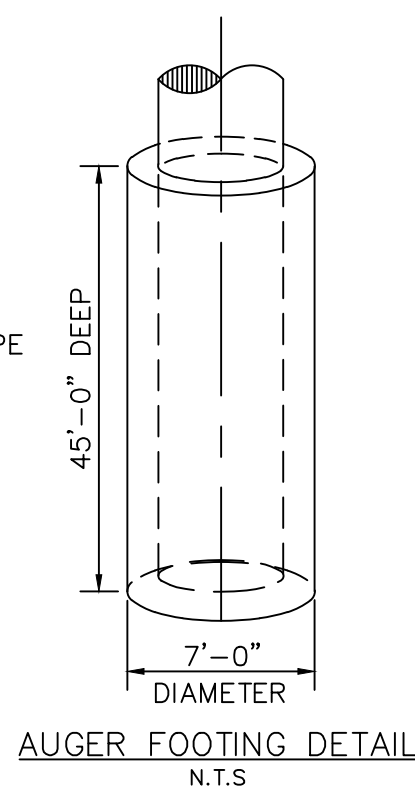
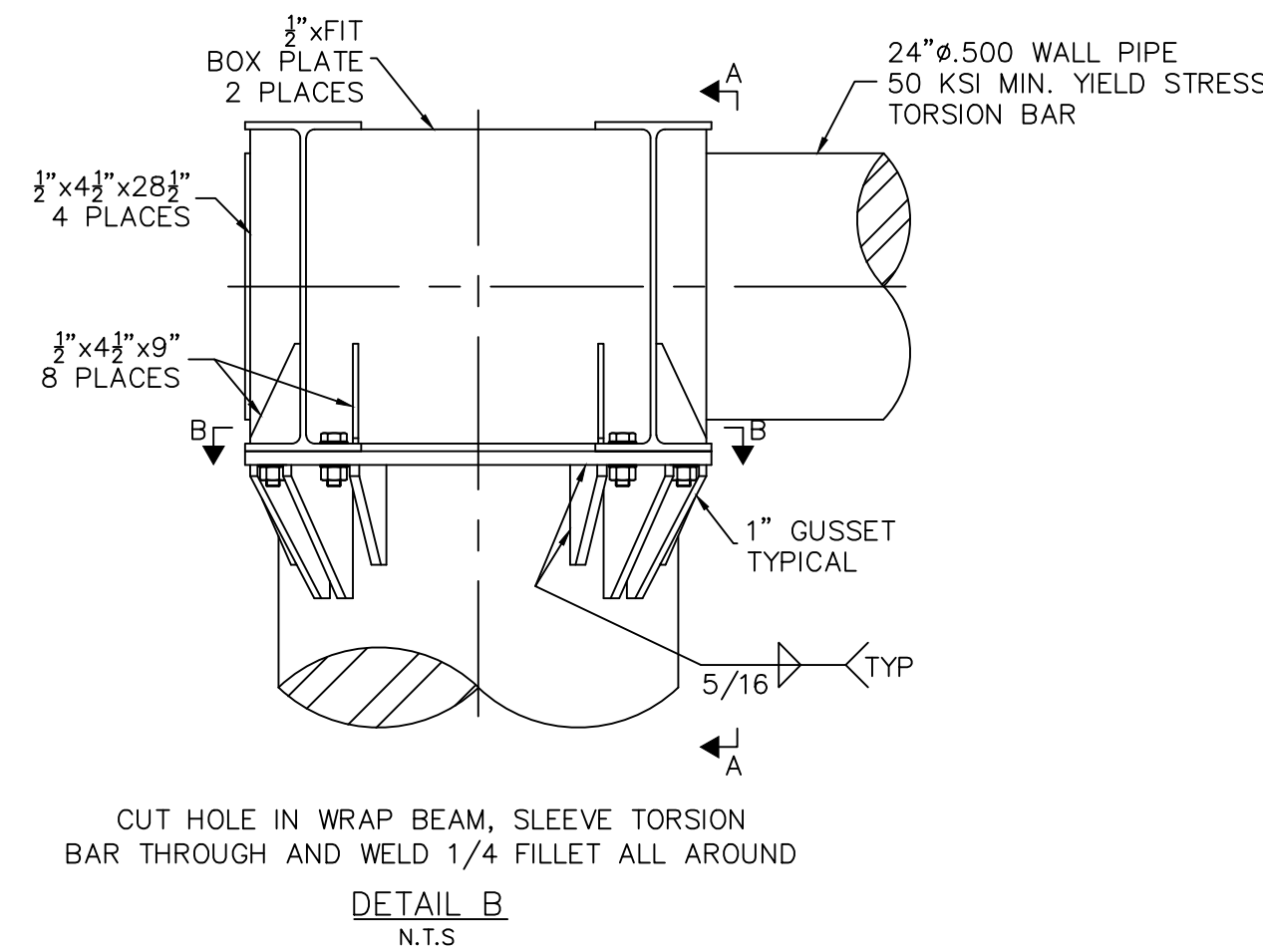
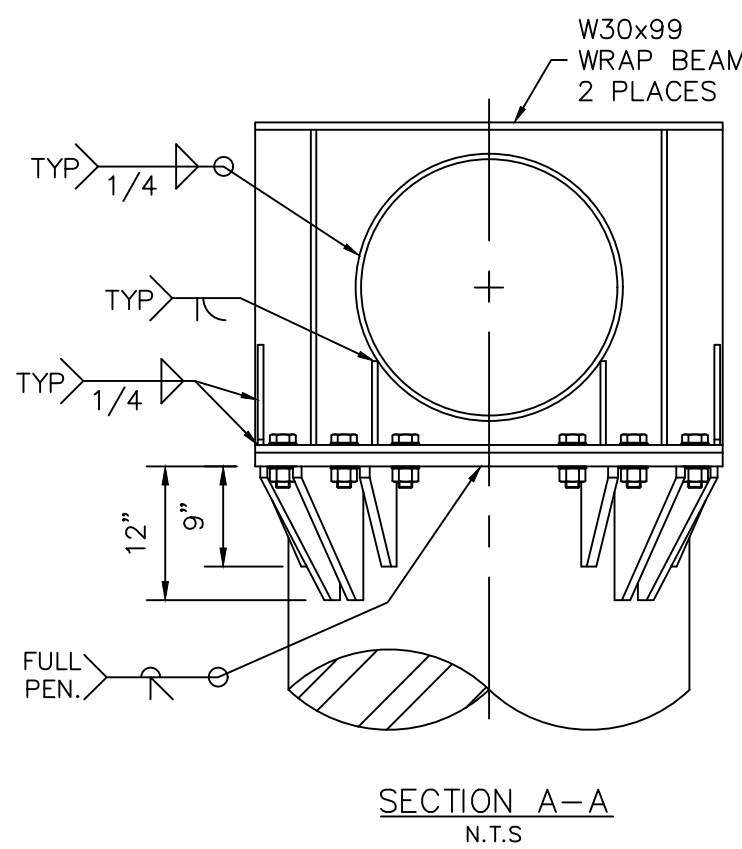
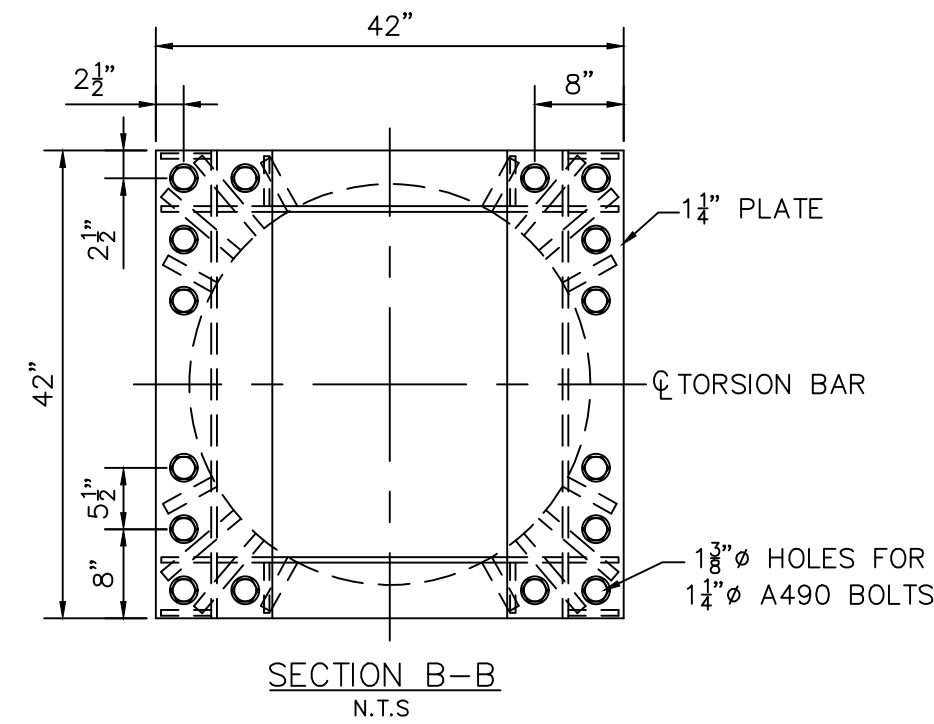
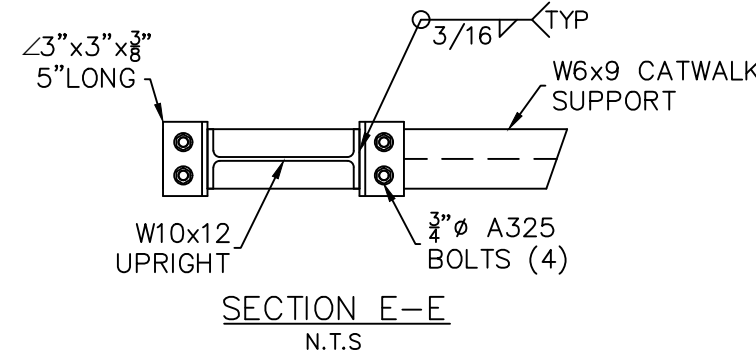
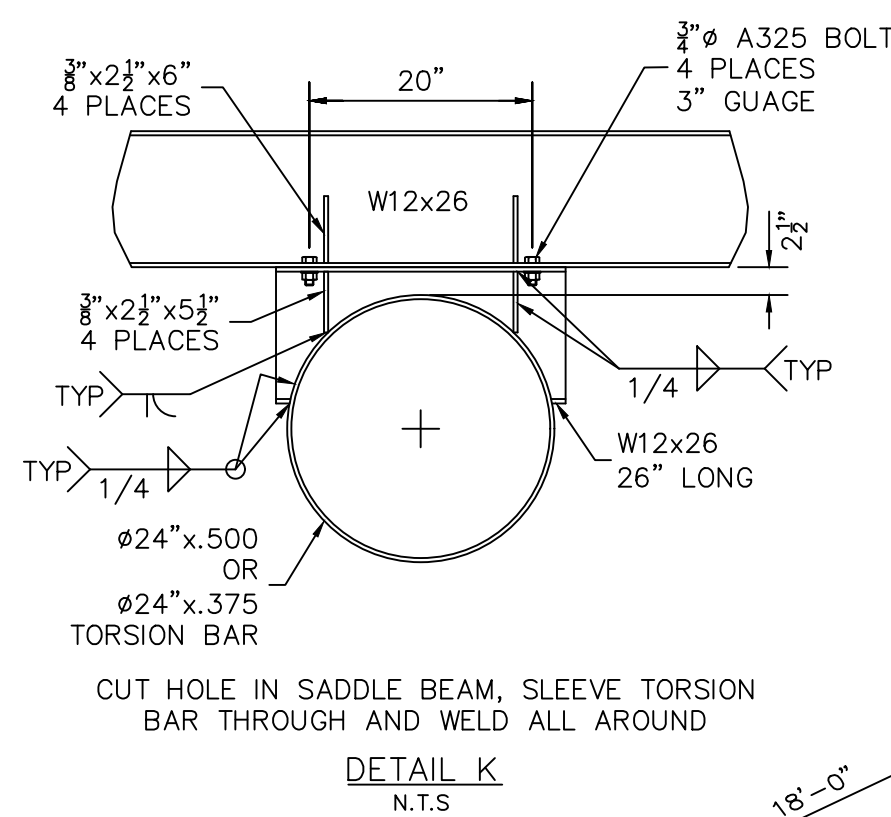
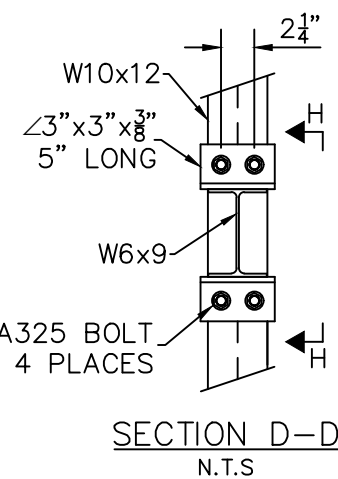
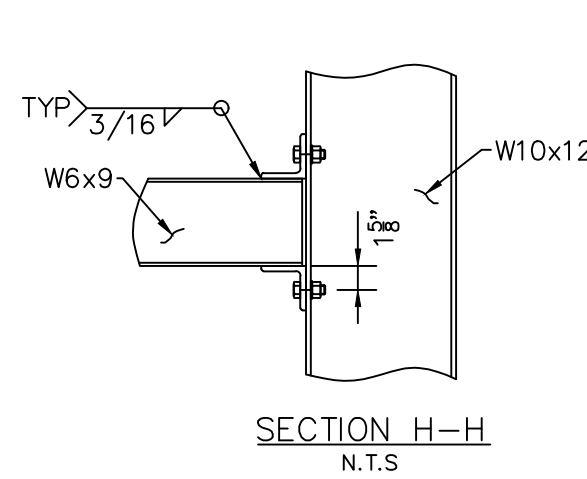
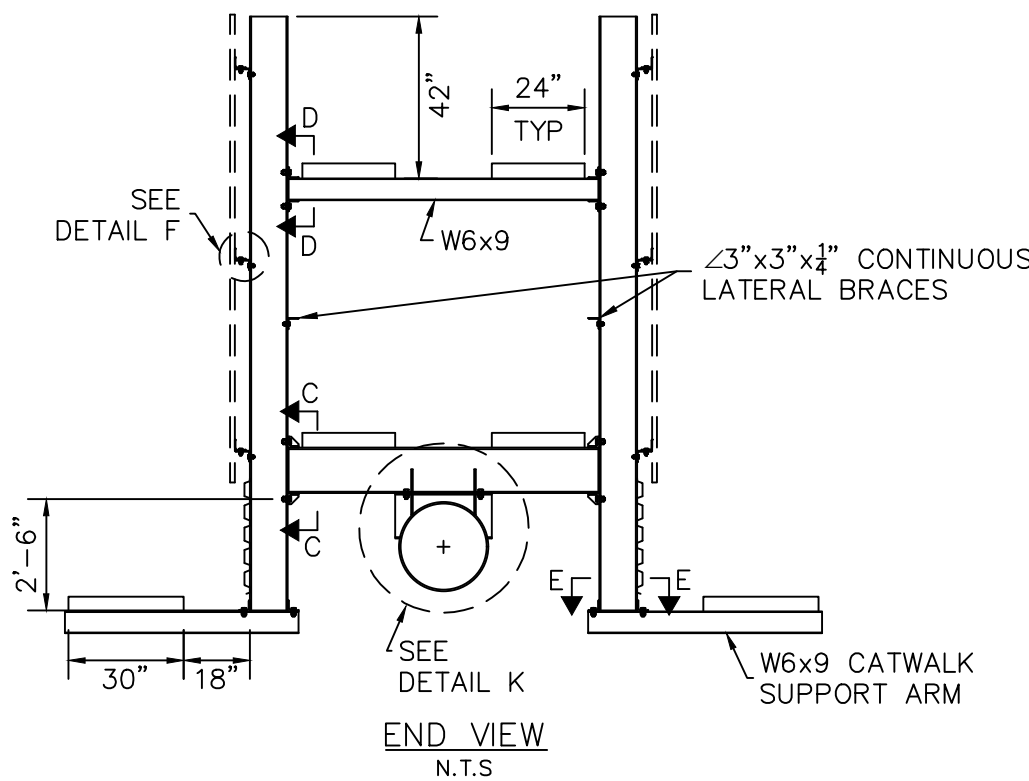
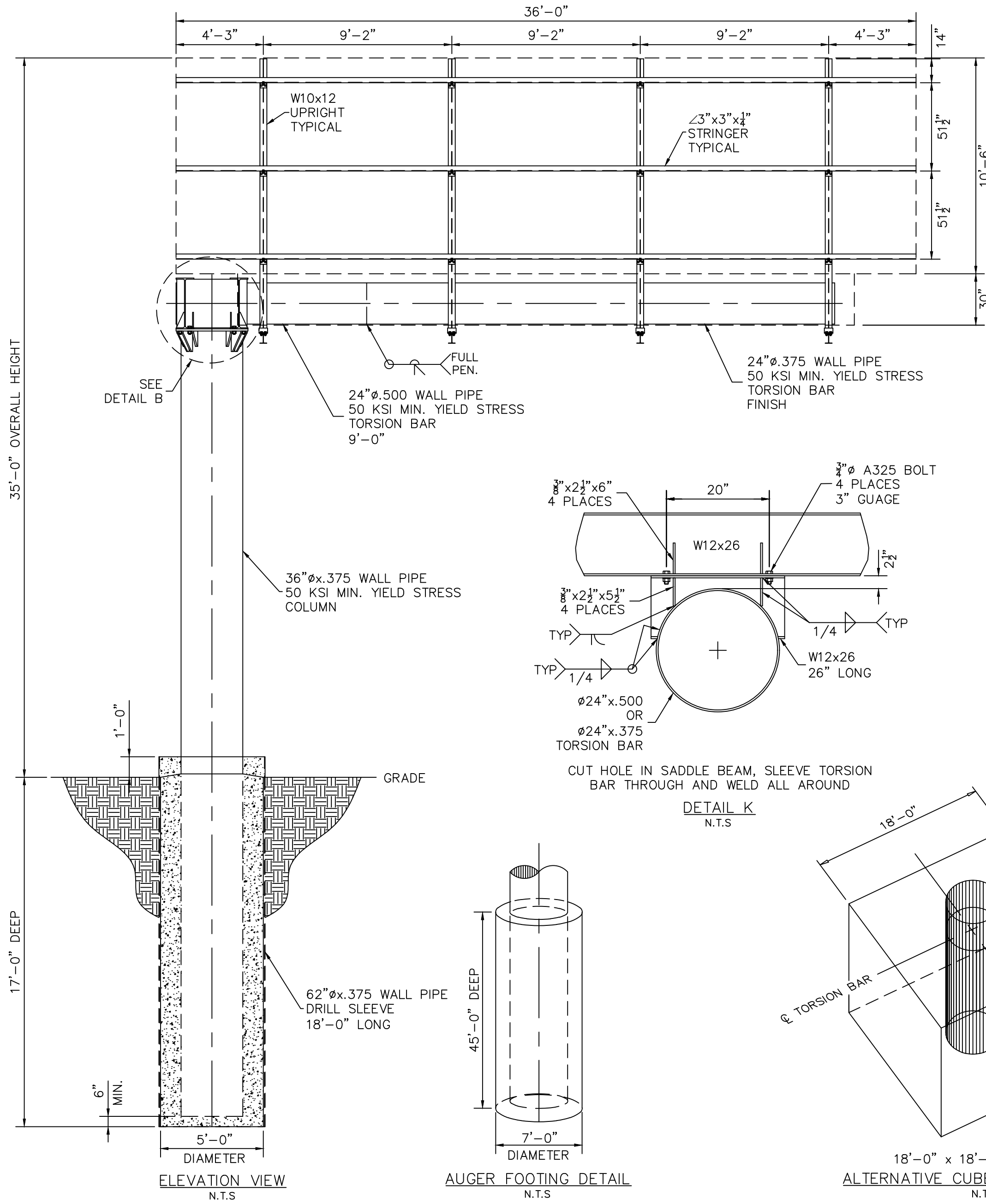
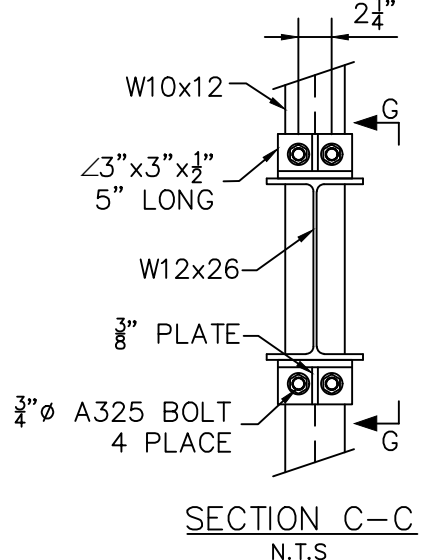
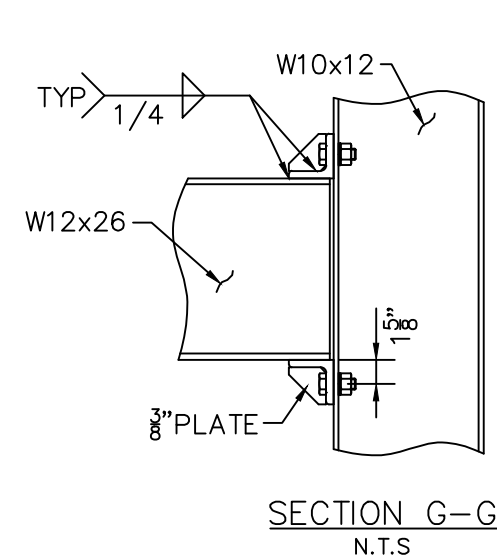
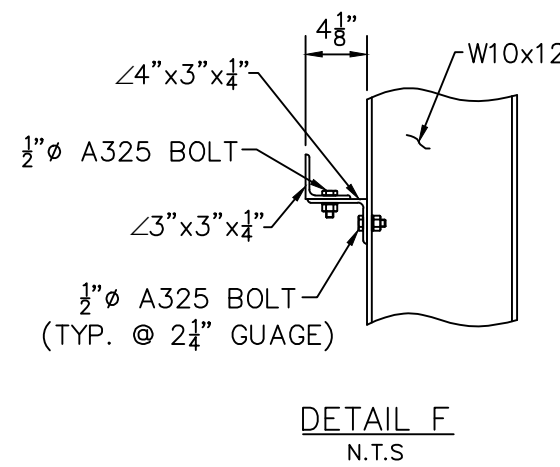
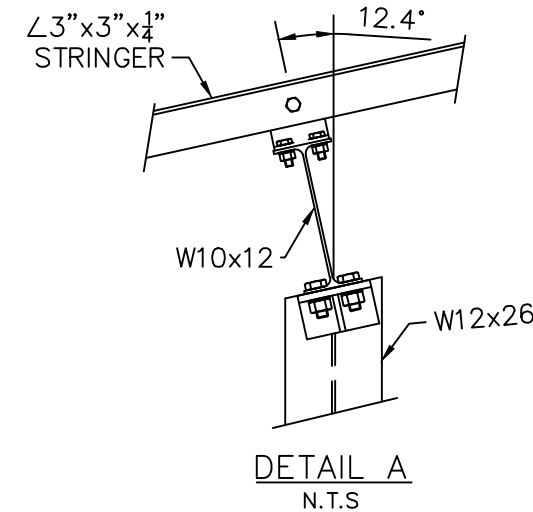
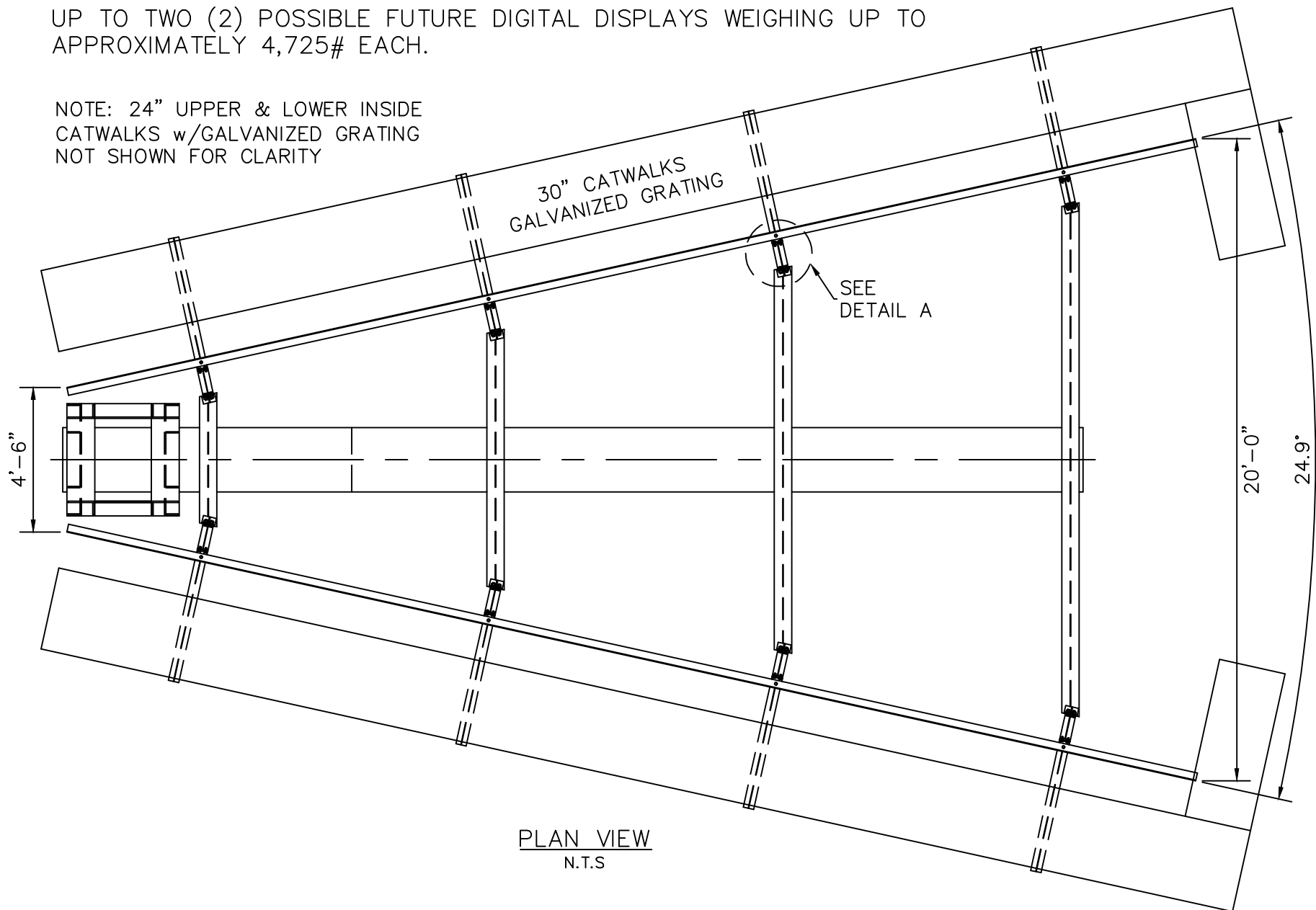
This depiction is for illustrative purposes only and the final structure and placement may vary.



This depiction is for illustrative purposes only and the final structure and placement may vary.

THE STRUCTURE SHOWN, AS DESIGNED, IS CAPABLE OF SUPPORTING UP TO TWO (2) POSSIBLE FUTURE DIGITAL DISPLAYS WEIGHING UP TO APPROXIMATELY 4,725# EACH.

NOTE: 24" UPPER & LOWER INSIDE CATWALKS w/GALVANIZED GRATING NOT SHOWN FOR CLARITY



GENERAL NOTES:

- All design, detailing, fabricating and construction shall conform to the following codes and specifications:
 - The International Building Code (2021 Edition).
 - American Society of Testing and Materials (ASTM) specifications.
 - Building Code Requirements for Reinforced Concrete (ACI 318-(Current Edition))
 - Code for Welding in Building Construction of the American Welding Society (AWS) (Current Edition).
 - Specification for the Design, Fabrication and Erection of Structural Steel for Buildings by The American Institute of Steel Construction (AISC) (Current Edition)
- Concrete shall be $f'_c=2500$ P.S.I. @ 28 days Compressive Strength, Standard Weight (150 P.C.F.)
- Reinforcing Steel (**if required**) shall be ASTM A-615 Grade 60.
 - All reinforcing steel shall be free from mud, oil, rust or coatings that would reduce or destroy bond.
 - All reinforcing bars shall lap 30 diameters minimum, except as noted.
 - Minimum concrete cover on ties, stirrups and main bars shall be 3/4 inch for slab, wall and surfaces not exposed to weather or in contact with ground; 3 inches for unformed surfaces deposited against the ground except as noted.
- Structural Material Specifications
 - Structural Steel and Plates shall be A-36
 - W-Shape beams shall be ($F_y=50$ ksi) Minimum
 - Structural tubing shall be ASTM A-500, Grade B, ($F_y=46$ ksi)
 - Structural piping shall be ASTM A-53, Grade B, Type E or S, ($F_y=35$ ksi), ASTM A572 Grade 42 ($F_y=42$ ksi) or ASTM A572 Grade 50 ($F_y=50$ ksi), unless otherwise noted.
(see drawing for individual member specifications).
- Anchor Bolts (**if required**) shall be ASTM F-1554 Grade 36, unless otherwise noted.
- High strength bolts for connections shall be ASTM A-325, unless otherwise noted.
- Welding electrodes shall comply with AWS D1.1-(Current Edition), E70xx.
- Design Wind Speed= 116 MPH (I.B.C.)
Equivalent Wind Load= 29.41 PSF @ 35'-0" above the ground. (3 Sec Wind Gusts.)
Exposure "C" $I_p=1.0$ $G=0.85$
- Soil Bearing Capacity Requirements:
 - Spread Footings shall be --- P.S.F.
 - Cube or Auger Footing: Minimum Lateral Soil Bearing Capacity shall be $(200 \frac{PF}{FT} * 2)=400$ P.S.F. per foot of depth.
(times two increase per Section 1806.3.4)
- Contractor shall verify all dimensions and conditions in the field before erection and notify the Engineer of any discrepancies.
- Splicing of pipes having an equal diameter, wall and yield is permitted. A full penetration weld all around (per AWS D1.1) shall be used and must be performed by a certified welder. Splices shall not be: within one half of the foundation depth below grade, within 10' above grade or within 10' above telescoping splices. Unless noted otherwise.
- The structure shown, as designed, is capable of supporting up to two (2) digital displays weighing up to approximately 4,725# each.

PRELIMINARY

Selective Structures, LLC
811 East Avenue
Athens, TN 37303

DESCRIPTION:

10'-6" x 36'-0", FF, 20'V @ 35'-0" O.A.H.
w/Up to Two (2) Poss. Fut. 4,725# Digital Displays
Located @: 151 Clemson Road
Columbia, SC

REVISIONS:

R1-

DRAWN BY:	TGS
DATE:	6/25/25
SELECTIVE#	Permitting
SCALE:	1/4"=1'-0"
PROJ.#	#####
DWG.#	ED-11591
SHEET#	1 OF 1

Removed Signs

PANEL #1205

📍 7550 GARNERS FERRY ROAD

Location #1



WEEKLY IMPRESSIONS: 95,280*

MEDIA TYPE/STYLE: Poster - Retro

GEOPATH ID: 390506

LAT/LONG: [33.95949](#) / [-80.938455](#)

MARKET: COLUMBIA

PANEL SIZE: 10' 6" x 22' 9" [View Spec Sheet](#)

FACING/READ: South East / Right

ILLUMINATED: NO

SHIPPING ADDRESS: 1221 Atlas Road
Columbia, SC 29209

*Impression values based on: Total Population

PANEL #1206

7550 GARNERS FERRY ROAD

Location #1



WEEKLY IMPRESSIONS: 94,920*

MEDIA TYPE/STYLE: Poster - Retro

GEOPATH ID: 390507

LAT/LONG: [33.95949](#) / [-80.938455](#)

MARKET: COLUMBIA

PANEL SIZE: 10' 6" x 22' 9" [View Spec Sheet](#)

FACING/READ: South East / Right

ILLUMINATED: NO

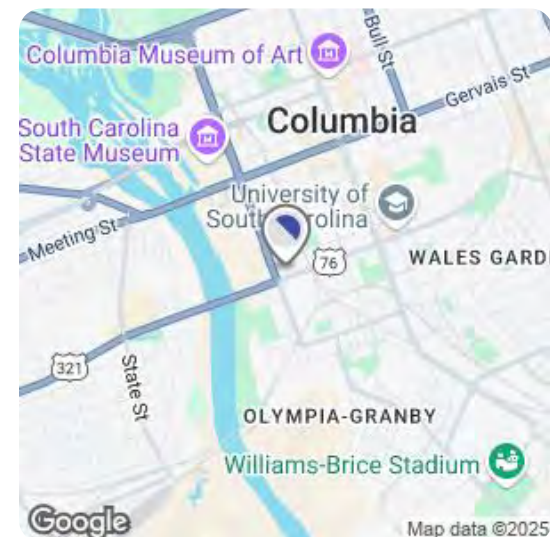
SHIPPING ADDRESS: 1221 Atlas Road
Columbia, SC 29209

*Impression values based on: Total Population

PANEL #5077

📍 517 BLOSSOM AND PULASKI

Location #1



WEEKLY IMPRESSIONS: 144,592*

MEDIA TYPE/STYLE: Permanent Bulletin - Regular

GEOPATH ID: 390982

LAT/LONG: [33.990066 / -81.040534](#)

MARKET: COLUMBIA

PANEL SIZE: 14' 0" x 47' 6" [View Spec Sheet](#)

FACING/READ: South West / Left

ILLUMINATED: YES

SHIPPING ADDRESS: 1221 Atlas Road
Columbia, SC 29209

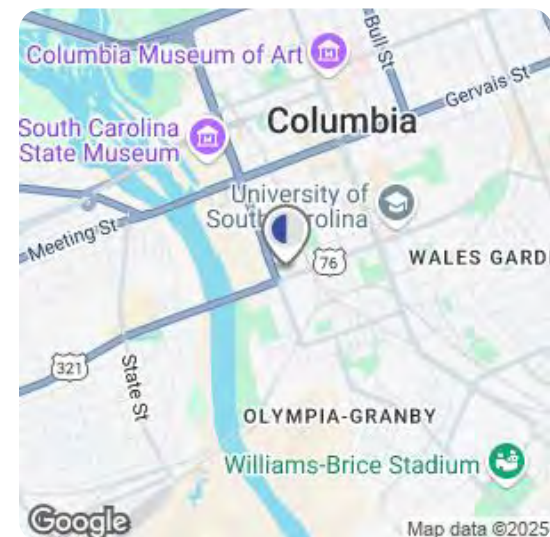
*Impression values based on: Total Population

ADVERTISING STRENGTHS: Right on the edge of USC Campus & within eyesight of 16,000 seat Colonial Center; Also one of main East/West In Town corridors to Metro Airport. Great approach at stoplight

PANEL #5078

📍 517 BLOSSOM AND PULASKI

Location #1



WEEKLY IMPRESSIONS: 172,394*

MEDIA TYPE/STYLE: Permanent Bulletin - Regular

GEOPATH ID: 390983

LAT/LONG: [33.990066 / -81.040534](#)

MARKET: COLUMBIA

PANEL SIZE: 14' 0" x 47' 6" [View Spec Sheet](#)

FACING/READ: East / Right

ILLUMINATED: YES

SHIPPING ADDRESS: 1221 Atlas Road
Columbia, SC 29209

*Impression values based on: Total Population

ADVERTISING STRENGTHS: Right on the edge of USC Campus & within eyesight of 16,000 seat Colonial Center; Also one of main East/West In Town corridors to Metro Airport.

Zoning

151 Clemson Road, TMS# 25705-07-27

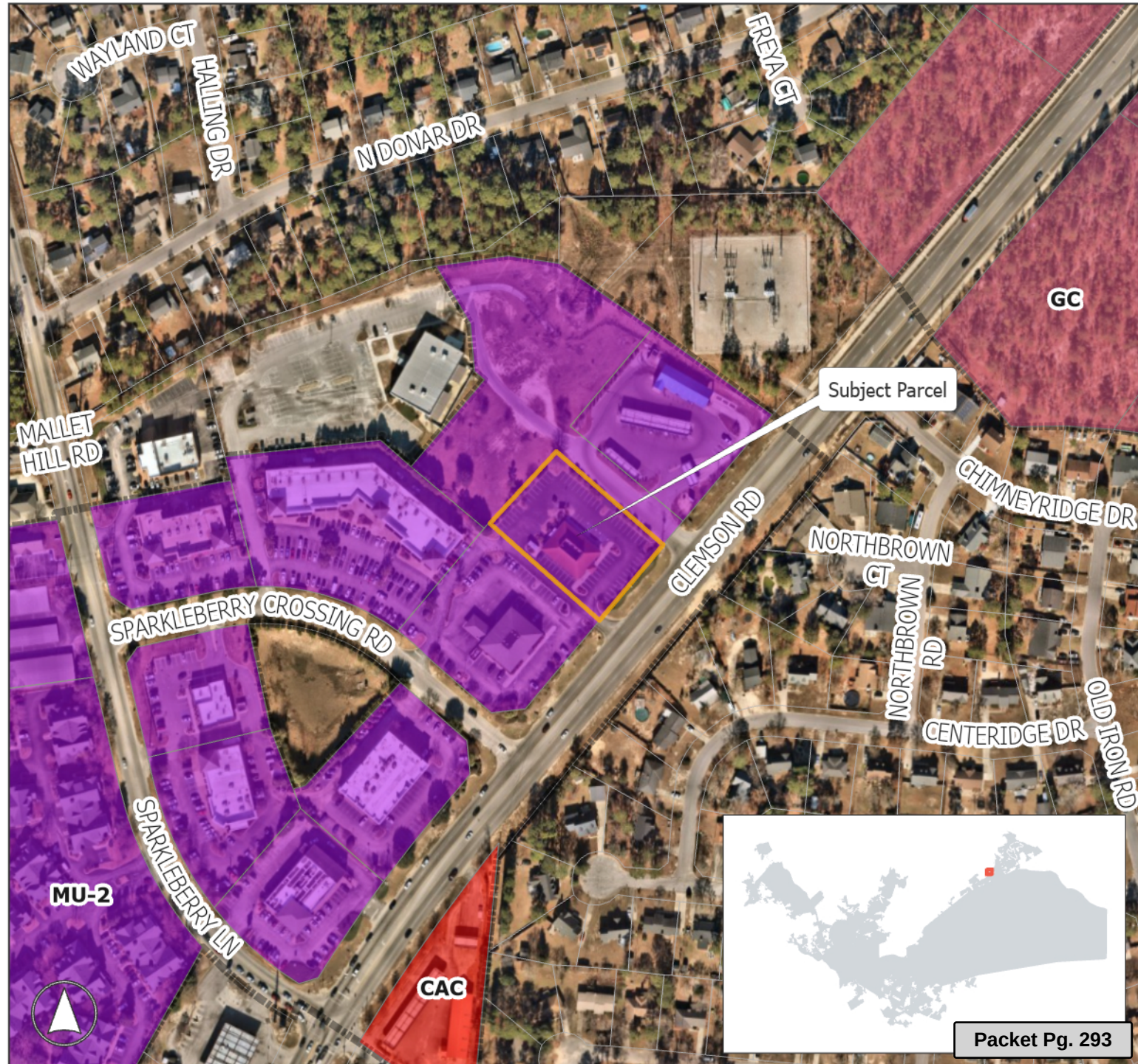
Current Zoning: Mixed Use District (MU-2)

Proposed Zoning: MU-2 with Outdoor Advertising Sign Overlay District (OV-OAS)

23.b

Legend

- CAC: Community Activity Center/Corridor
- GC: General Commercial District
- MU-2: Mixed-Use
- Parcels
- City Limits



0 100 200 Feet



Planning & Development
Services Department

Created by: sw Hudson Date: 7/22/2025

This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia

ORDINANCE NO.: 2025-075

Amending the Official Zoning Map to modify the zoning for portion of 151 Clemson Road, Richland County TMS # 25705-07-27 (portion)

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for portion of 151 Clemson Road, Richland County TMS # 25705-07-27 (portion); and,

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

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

WHEREAS, the City of Columbia Planning Commission has reviewed the application and made a recommendation to City Council regarding the application in accordance with §17-2.5(c)(3)(f) of the UDO; and

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

WHEREAS, the Columbia City Council has determined that the proposed rezoning meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

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

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as portion of 151 Clemson Road, Richland County, Richland County TMS# 25705-07-27 (portion) as shown in Attachments A, B, and C is hereby rezoned from Mixed Use District (MU-2) to Mixed Use District (MU-2), Outdoor Advertising Sign Overlay District (OV-OAS) to allow an outdoor advertising (billboard) sign. The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

LEGAL DEPARTMENT DRAFT

Requested by:

Assistant City Manager Palen

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



MEETING DATE: October 7, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Amendment to the Unified Development Ordinance to include 2608 Cardinal Street, TMS#09114-02-24, as a Type 3 Landmark

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-073 - Amending the Unified Development Ordinance of the City of Columbia, South Carolina, Appendix C: Type 3 Landmarks

Proposal: Amend the Unified Development Ordinance, Chapter 17, Appendix C: Type 3 Landmarks to establish the property as a City of Columbia Landmark.

Council District: 1

Applicant: Andrew Livengood, Zoning Administrator, Planning & Development Services

Staff Recommendation: Approval

PC Recommendation: 08/14/2025; Approval (5-0)

D/DRC Recommendation: 08/21/2025; Approval (6-0)

First reading approval was given on September 16, 2025.

ATTACHMENTS:

- **#a:** TA-2025-0011_2608CardinalStreet_ZPH Packet (PDF)
- **#b:** 2025-073 - Cardinal2608__Draft_TA_Type3_Landmark (PDF)

Action Item (ID # 10393)

Meeting of October 7, 2025

HISTORY:

09/16/25

Columbia City Council APPROVED ON FIRST READING



CITY COUNCIL

September 16, 2025 at 4:00 P.M.

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

Amendment to the Unified Development Ordinance to include 2608 Cardinal Street, TMS#09114-02-24, as a Type 3 Landmark

Council District: 1

Proposal: Amend the Unified Development Ordinance, Chapter 17, Appendix C: Type 3 Landmarks to establish the property as a City of Columbia Landmark.

Applicant: Andrew Livengood, Zoning Administrator, Planning & Development Services

Staff Recommendation: Approval

PC Recommendation: 08/14/2025; Approval (5-0)

D/DRC Recommendation: 08/21/2025; Approval (6-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Age of Structure: Constructed 1955

Acreage: 0.48 acres

Current Use: Residential

Proposed Use: Residential

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

Current Zoning: Residential Single Family – Medium Lot District (RSF-2), Historic Preservation Overlay District (OV-HP, Cottontown/Bellevue Architectural Conservation District)

HISTORICAL SIGNIFICANCE

This single-family residence in the Cottontown/Bellevue Architectural Conservation district is an example of the evolution and expansion of the State Hospital campus on Bull Street. Known as the South Carolina Lunatic Assylum when it opened in 1828, the Bull Street campus encompassed 178 acres of the City of Columbia. The significance of the campus as a whole has been well documented over the years. From the architects, builders, and doctors associated with the hospital to the advancements made in mental health care and medicine, the Bull Street Campus is notable for its significance to local, state, and national history. The range of buildings once on the campus provide insight into the evolution in mental healthcare that occurred in the nineteenth and early twentieth century. The campus added buildings for specific illnesses (tuberculosis in the 1920s and addiction in the 1930s) and for research, as well as buildings for more personal and recreational use for patients

the 1930s) and for research, as well as buildings for more personal and recreational use for patients and hospital staff. The church provided space for religious instruction, movie nights, and dances; the library and auditorium provided space for learning; and cottages provided spaces for staff to live on the campus.

The earliest living quarters for doctors and the superintendent were included in the main hospital building (Babcock Building) or on the campus as standalone structures (Barton Wallace house, now relocated to Calhoun Street). In the twentieth century, additional standalone houses were constructed including a collection of small cottages for staff residences (1930s) and five houses across Bull Street for doctors (1955).

The five doctor residences were built on land owned by the State but separated from the main campus by Bull Street. These houses were incorporated into what is today known as the Cottontown neighborhood. While the neighborhood is considered historic as a local and a national register historic district, these five buildings are considered non-contributing to the district due to their date of construction (outside of the neighborhood's 1910-1942 period of significance). However, the buildings are very significant to the greater history of the State Hospital and its evolving campus.

These homes were the residences of some of the Hospital's leading doctors from the 1950s through the 1980s. The first resident of the home was Dr. Lawson Hamilton Bowling, Jr. and his family. Dr. Bowling was hired by the State Hospital in 1955 as the clinical director for the Columbia division of the State Hospital. As a prominent doctor, he was placed in one of the newest homes owned by the hospital. Residents of these houses included the superintendents of the hospital, division directors, and the State Mental Health Commissioner. As evidenced by a 1975 rental agreement for 2608 Cardinal Street between the Department of Mental Health (DMH) and the then Director of Professional Services of the State Hospital, Dr. William Robinson, these homes were provided to the hospital's higher ranking doctors at a very reduced rent. The reason given for supplying the property to the doctor was because, as stated in the document, the doctor was "on call 24 hours per day" and it was "essential to be near the hospital in the event of an emergency". Living at these state-owned properties also included amenities such as electricity, water, telephone, yard maintenance, laundry, and milk delivery. However, newspaper articles from 1980 show that "fringe benefits" for the doctors were eventually called into question by state legislators and subsequently eliminated resulting in the eventual sale of the 1955 Cottontown homes to individual owners. Although these homes are in private ownership today, their history is indelibly linked to the State Hospital campus and its long history within the City of Columbia.

Architecture

Built in 1955, these residential structures are examples of mid-century architecture, specifically Ranch Style houses that were popular during this period. While many of the earlier buildings on the State Hospital campus reflected traditional and institutional architectural styles, these residences were a reflection of the time in which they were built. The house at 2608 Cardinal Street exemplifies the low, horizontal emphasis of the mid-century era with a low side gable roof and 2/2 horizontally divided windows. While there is greater appreciation of mid-century era architecture today, the less adorned and simple mid-century buildings are often at risk of demolition. As an example of intact mid-century architecture, this residence is a rarity among buildings associated with the State Hospital campus as most other mid-century buildings on the campus have been torn down or are at risk of demolition as development progresses.

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

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

Refer to the attached land use classification description.

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

The subject property is located within the study area of the [Master Plan for the Villages of North Columbia](#) (2005), more specifically within Cluster One (Section 2, Page 42) and the proposed Artist Village (Section 3, Page 85) set forth by the plan. The Artist Village plan recommends a future land use of Low Density Residential (Single-Family Detached Homes) for the subject property (Section 3, Page 87), and envisions an area built on “the vibrancy of the existing historic single-family fabric of Cottontown, Earlewood, and Elmwood Park” (Section 3, Page 86). Recommendations specific to the Cottontown neighborhood focus on the mitigation of potential cut-through traffic through the neighborhood while maintaining “easy and sensible mobility within the neighborhood” (Section 3, Page 93).

ZONING

The subject property is currently zoned Residential Single Family – Medium Lot District (RSF-2) and Historic Preservation Overlay District (OV-HP, Cottontown/Bellevue Architectural Conservation District).

The abutting properties are zoned Residential Single Family – Medium Lot District (RSF-2) and Historic Preservation Overlay District (OV-HP, Cottontown/Bellevue Architectural Conservation District) and Institutional – General District (INS-Gen).

The proposed City of Columbia Zoning is Residential Single Family – Medium Lot District (RSF-2) and Historic Preservation Overlay District (OV-HP, Cottontown/Bellevue Architectural Conservation District, Type 3 Landmark).

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

Historic Preservation Overlay District (OV-HP)

The purpose of the Historic Preservation Overlay (OV-HP) District is to encourage new development and redevelopment that is consistent with the character of original or historic development in the historic districts and sites. District standards and guidelines are intended to prevent destruction of historic structures and ensure new uses, building design, and site features are compatible with the character of historic districts and sites.

LANDMARK CRITERIA

Section 17-3.7(j)4(c) of the City of Columbia Unified Development Ordinance outlines the criteria for designation as a Type 3 Landmark: "Type 3 landmarks include structures or sites which generally contribute to the City's visual and cultural history by exhibiting one or more of the following characteristics:

- (i) Distinctive architectural design;
- (ii) Belonging to a family or genera of buildings recognized locally;
- (iii) An example of a style or type of building which is becoming, or is in danger of becoming, extinct locally;
- (iv) The work of an architect of statewide or local importance; or
- (v) The site of events or homes of persons that have significantly contributed to local or national history.

Staff finds that the building at 2608 Cardinal Street meets criteria (i), (ii), and (iii) for Type 3 landmarking.

STAFF RECOMMENDATION

Staff recommends that the text of the Unified Development Ordinance, Chapter 17, Appendix C: Type 3 Landmarks be amended to establish the property as a City of Columbia Landmark, Type 3.



Future Land Use Classification

Future Land Use

2608 Cardinal Street, TMS# 09114-02-24

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

24.a

Legend

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

0 100 200 Feet



Planning & Development
Services Department

Created by: swudson Date: 8/5/2025

This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia



Current Zoning Districts

Zoning

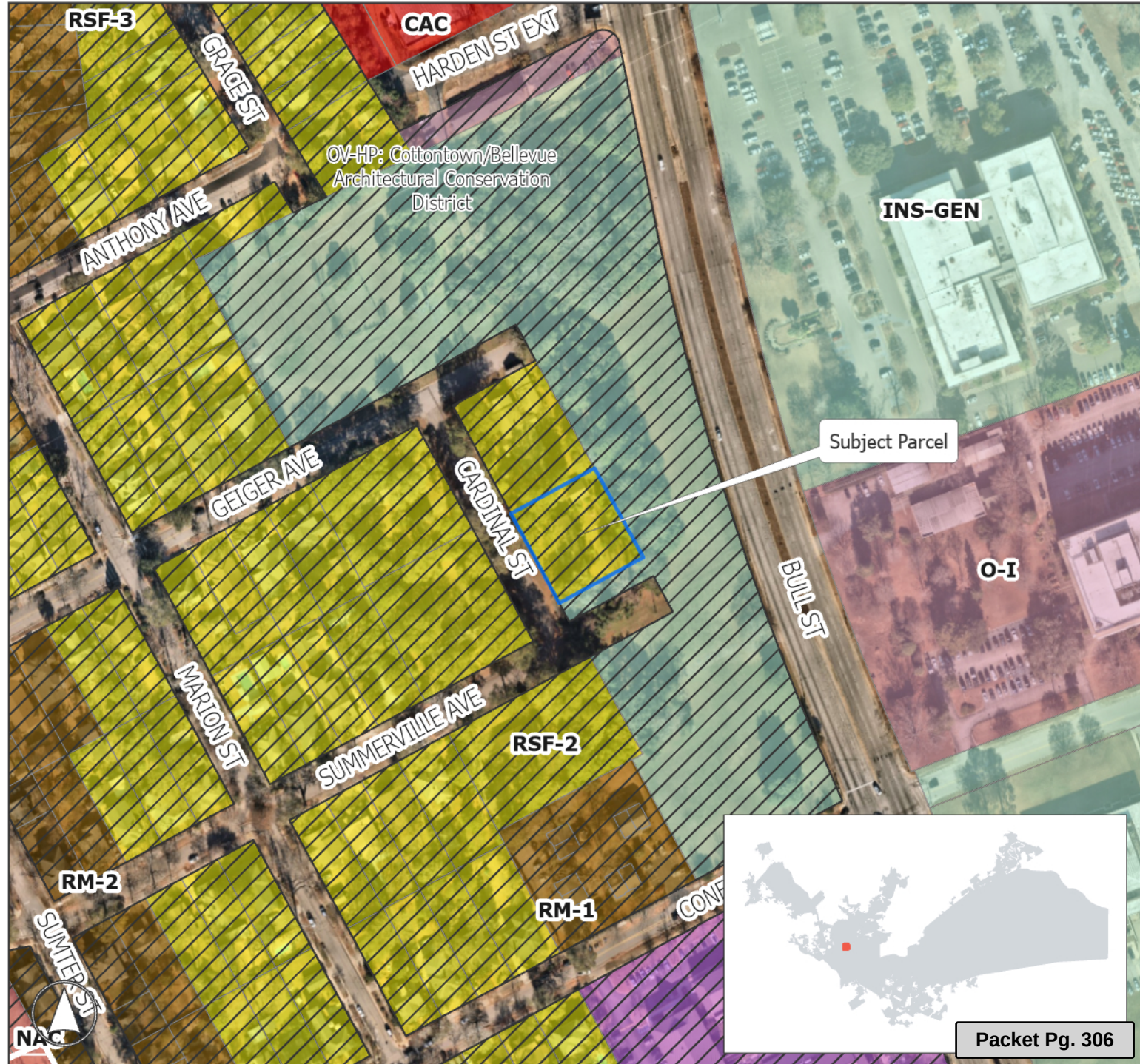
2608 Cardinal Street, TMS# 09114-02-24

Zoning: Residential Single Family - Medium Lot District (RSF-2), within an Historic Preservation Overlay District (OV-HP, Cottontown Architectural Conservation District)

24.a

Legend

- CAC: Community Activity Center/Corridor
- NAC: Neighborhood Center/Corridor
- O-I: Office and Institutional District
- MU-1: Mixed-Use
- RSF-3: Residential Single Family - Small Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RM-2: Residential Mixed
- RM-1: Residential Mixed
- INS-GEN: Institutional - General District
- Design Overlay Districts
- OV-HP: Historic Preservation Overlay Districts
- Parcels
- City Limits



0 100 200 Feet



Planning & Development
Services Department

Created by: sw Hudson Date: 8/5/2025

This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia

ORDINANCE NO.: 2025-073

*Amending the Unified Development Ordinance of the City of Columbia, South Carolina,
Appendix C: Type 3 Landmarks*

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2025,
that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified
Development Ordinance), Appendix C: Type 3 Landmarks is amended to read as follows:

APPENDIX C: TYPE 3 LANDMARKS

Type 3 Landmarks are established in Table C: Type 3 Landmarks.

TABLE C: TYPE 3 LANDMARKS	
LOCATION	NAME
Albion Street	
832	—
Blanding Street	
614	Cottage
1328	Heinish House
1327-29	Willis House
1528	Bryce House-Hair Real Estate
Bull Street	
1814	Two-Story House (Trans Modern)
Calhoun Street	
714	Cottage
900	St. Timothy's Episcopal Church
1710	Cottage
1731	Flora Barringer House
Cardinal Street	
2608	State Hospital Doctor's Residence
Fig Street	
1701	Laundry Building
Gadsden Street	
1328	Cottage
1721	TMS # 09010-10-09
Gervais Street	
700	Possibly Wayside Hospital Site
1811	McDuffie's Antiques, Cottage
2218	Cottage
2221	Cottage

LEGAL DEPARTMENT DRAFT

TABLE C: TYPE 3 LANDMARKS	
LOCATION	NAME
2531	Woodson Family Store
2537	—
Hampton Street	
1404	Cantwell House
1426	Heise-Tunnander Cottage
1601	Berry Home
Harden Street	
1500 Blk. E	Allen University Campus:
	Building South Corner
	Building Center Block
	Building North Corner
Henderson Street	
1826	Two-Story "Stick Style" House
1921	Cottage
Lady Street	
1522	Edwards-Anderson House
Laurel Street	
1422	Two-Story Late Victorian House
1521-25	Black House
1527-29	Crumpler House
Lincoln Street	
2012	Cottage
Main Street	
1332	Arcade Building
1400	Palmetto Building
1620	TMS #09014-04-17.
1631	TMS #09014-09-01
1633 and 1635	TMS #09014-10-08
1637	TMS #09014-10-07
1730-32	Commercial Building
1813	Klondike Building
3702	Two-Story House
Pendleton Street	
1611	Kirkland Apartments
1619	The Black House (Cain-Matthews-Tompkins)
1629	Cottage
Richland Street	
1507	Cottage
1523	Cottage

TABLE C: TYPE 3 LANDMARKS

LOCATION	NAME
Scott Street	
1208	Cottage
Senate Street	
1800	Hampton House
Taylor Street	
1531	Commercial Building
Washington Street	
1013	Two-story over English basement
Woodrow Street	
702	Sutphen House
	Lower Cemetery, TMS #07314-02-05 and 09007-01-04(p)
	Penitentiary Cemetery, TMS #09008-01-05.

Requested by:

Assistant City Manager PalenMayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney
City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



MEETING DATE: October 7, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-071 - Approval for Conveyance of Tract 15 (0.078 Acre) Being a Portion of the Columbia Northeast Fire & Police Station located at 446 Spears Creek Church Road to the South Carolina Department of Transportation for Spears Creek Church Road Widening Project; Richland County TMS#25700-02-15 (Portion); CF#250-669

REQUISITION NO.: 2025-071

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

First reading approval was given on September 16, 2025.

ATTACHMENTS:

- **#a:** memo_Council_Agenda Item_Conveyance of Tract 15 to SCDOT for the Spears Creek Church Road Widening Project (PDF)
- **#b:** 2025-071 - SCDOT__ Tr 15 Spears Creek Church Road Widening (PDF)

HISTORY:

09/16/25

Columbia City Council APPROVED ON FIRST READING

**CITY OF COLUMBIA
DEPARTMENT OF ENGINEERING**



INTER-OFFICE MEMORANDUM

TO: Erika Hammond, City Clerk

FROM: Gale Nash, Engineering Real Estate Manager

SUBJECT: **COUNCIL AGENDA ITEM – Ordinance No. 2025-071**
Approval for Conveyance of Tract 15 (0.078 acre) being a portion of the Columbia Northeast Fire & Police Station located at 446 Spears Creek Church Road to the South Carolina Department of Transportation for the Spears Creek Church Road Widening Project; Richland County TMS#25700-02-15; CF#250-669

DATE: September 4, 2025 INITIALS: *gn*

Richland County Penny Transportation is funding the widening of Spears Creek Church Road and has made a request for acquisition of a portion of City-owned property on behalf of the South Carolina Department of Transportation.

The plans for the road widening project have been reviewed by staff in the Fire Department and Engineering Department, who have determined that the proposed road widening project will not negatively impact the access and operations of the fire and police station nor the City's maintenance of the existing 16" water main. Also, there are no conflicts with existing or planned City utilities.

Thank you for your assistance with this matter.

GN

ORDINANCE NO.: 2025-071

Approval for Conveyance of Tract 15 (0.078 Acre) Being a Portion of the Columbia Northeast Fire & Police Station located at 446 Spears Creek Church Road to the South Carolina Department of Transportation for Spears Creek Church Road Widening Project; Richland County TMS#25700-02-15 (Portion); CF#250-669

WHEREAS, Richland County Penny Transportation has made a request for acquisition of a portion of City-owned property for the Spears Creek Church Road widening project on behalf of the South Carolina Department of Transportation; and

WHEREAS, the plans for the proposed road widening project have been reviewed by staff in the Fire Department and Engineering Department, who have determined that the proposed road widening project will not negatively impact the access and operations of the fire and police station nor the City's maintenance of the existing 16" water main and there are no conflicts with existing or planned City utilities and; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2025, for and in consideration of the sum of One and No/100s (\$1.00) Dollar, the City Manager is hereby authorized to sign all documents necessary and execute the deed for the conveyance of Tract 15 containing 0.078 acres from the City of Columbia to the SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION being a portion of the Columbia Northeast Fire & Police Station for the Spears Creek Church Road widening project.

The referenced site is identified as Tract 15 as shown on a drawing prepared for the South Carolina Department of Transportation, Project ID P031471 for the Spears Creek Church Road Widening Project, and being on file in the office of the Department of Engineering under file reference #250-669. A copy of said drawing being attached hereto and made a part hereof as Exhibit "A".

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

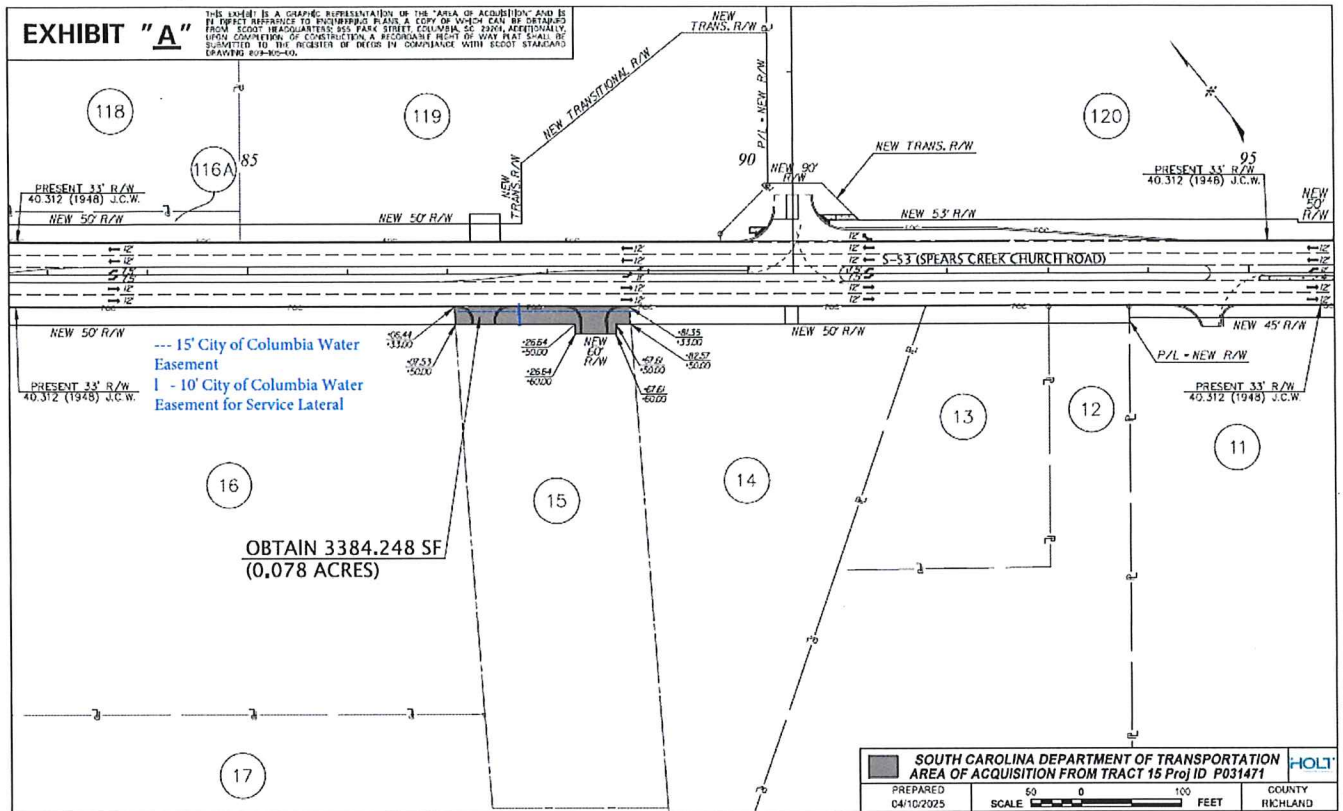
City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

EXHIBIT "A"

Tract 15 Spears Creek Church Road; 0.078 Acre; 3,384.248 SF





MEETING DATE: October 7, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-072 - Amending the Business License Ordinance of the City of Columbia to update the class schedule as required by Act 176 of 2020

REQUISITION NO.: 2025-072

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:
First reading approval was given on September 16, 2025.

ATTACHMENTS:

- **#a:** Business License Class Changes 2026 memo (PDF)
- **#b:** 2025-072 - Business Licensing Class Update (PDF)

HISTORY:

09/16/25

Columbia City Council APPROVED ON FIRST READING



Business Licensing Division, Finance Department
1136 Washington Street, First Floor, Columbia, SC 29201 | Phone 803-545-3345

MEMO

To: City of Columbia Council

CC: Jeff Palen, ACM; Kristine Githara, Finance Director

From: Kelly Smith, Business License Administrator, Finance Department, Business License Division

Date: Sept. 16th, 2025

RE: Business Licensing, Class Schedule Updates

- In compliance with **South Carolina's Act 176**, the *Business License Tax Standardization Act*. This legislation mandates that all municipalities and counties with a business license tax must update their **business licensing class schedule every odd-numbered year**, with the new schedule taking effect on **January 1 of the following even-numbered year**.
- Business Licensing is seeking approval from council via two reading, to make this update.

ORDINANCE NO.: 2025-072

Amending the Business License Ordinance of the City of Columbia to update the class schedule as required by Act 176 of 2020

WHEREAS, the CITY of COLUMBIA (the "Municipality") is authorized by S.C. Code Section 5-7-30 and Title 6, Chapter 1, Article 3 to impose a business license tax on gross income;

WHEREAS, by Act No. 176 of 2020, known as the South Carolina Business License Tax Standardization Act and codified at S.C. Code Sections 6-1-400 to -420 (the "Standardization Act"), the South Carolina General Assembly imposed additional requirements and conditions on the administration of business license taxes;

WHEREAS, the Standardization Act requires that by December thirty-first of every odd year, each municipality levying a business license tax must adopt, by ordinance, the latest Standardized Business License Class Schedule as recommended by the Municipal Association of South Carolina (the "Association") and adopted by the Director of the Revenue and Fiscal Affairs Office;

WHEREAS, following the enactment of the Standardization Act, the Municipality enacted Ordinance No. 2021-082 on 11/09/2021, in order to comply with the requirements of the Standardization Act (the "Current Business License Ordinance");

WHEREAS, the City Council of the Municipality (the "Council") now wishes to amend the Current Business License Ordinance to adopt the latest Standardized Business License Class Schedule, as required by the Standardization Act;

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

SECTION 1. Amendments to Appendix B. Appendix B to the Current Business License Ordinance, the "Business License Class Schedule," is hereby amended as follows:

- (a) Classes 1 through 8 in Appendix B to the Current Business License Ordinance, the "Business License Class Schedule," are hereby amended and restated as set forth on the attached Exhibit A.
- (b) Class 9 in Appendix B to the Current Business License Ordinance, the "Business License Class Schedule," shall remain in full force and effect as set forth in the Current Business License Ordinance.

SECTION 2. Repealer, Effective Date. All ordinances in conflict with this ordinance are hereby repealed. This ordinance shall be effective with respect to the business license year beginning on May 1, 2026.

LEGAL DEPARTMENT DRAFT

Requested by:

Assistant City Manager Palen

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

**Exhibit A: Amendment to Classes 1 – 8 in Appendix B of the
Current Business License Ordinance**

**APPENDIX B
Classes 1 – 8: Business License Class Schedule by NAICS Codes**

NAICS Sector/Subsector	Industry Sector	Class
11	Agriculture, forestry, hunting and fishing	1
21	Mining	3
22	Utilities	1
31 - 33	Manufacturing	3
42	Wholesale trade	1
44 - 45	Retail trade	1
48 - 49	Transportation and warehousing	2
51	Information	4
52	Finance and insurance	7
53	Real estate and rental and leasing	6
54	Professional, scientific, and technical services	4
55	Management of companies	7
56	Administrative and support and waste management and remediation services	3
61	Educational services	3
62	Health care and social assistance	3
71	Arts, entertainment, and recreation	3
721	Accommodation	1
722	Food services and drinking places	2
81	Other services	3
Class 8	Subclasses	
23	Construction	8.1
482	Rail Transportation	8.2
517111	Wired Telecommunications Carriers	8.3
517112	Wireless Telecommunications Carriers (except Satellite)	8.3
517122	Agents for Wireless Telecommunications Services	8.3
5241	Insurance Carriers	8.4
5242	Insurance Brokers for non-admitted Insurance Carriers	8.4
713120	Amusement Parks and Arcades	8.51
713290	Nonpayout Amusement Machines	8.52
713990	All Other Amusement and Recreational Industries (pool tables)	8.6

2025 Class Schedule is based on a three-year average (2019 - 2021) of IRS statistical data.



MEETING DATE: October 7, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-076 - Authorizing the City of Columbia, South Carolina, to execute and deliver an equipment lease purchase agreement in the amount of not exceeding \$4,000,000 between the City and the Lessor thereof to defray the cost of acquiring certain equipment; and other matters relating thereto.

REQUISITION NO.: 2025-076

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

First reading approval was given on September 16, 2025.

ATTACHMENTS:

- **#a:** 2025-076- Authorize Lease (Columbia 2025)(62292249.1) (PDF)

HISTORY:

09/16/25

Columbia City Council APPROVED ON FIRST READING

ORDINANCE NO.: 2025-076

AUTHORIZING THE CITY OF COLUMBIA, SOUTH CAROLINA, TO EXECUTE AND DELIVER AN EQUIPMENT LEASE PURCHASE AGREEMENT IN THE AMOUNT OF NOT EXCEEDING \$4,000,000 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 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 \$4,000,000. 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.

LEGAL DEPARTMENT DRAFT

Section 8. Effective Date. This Ordinance shall be effective upon its enactment by the Council.

[Execution page follows]

LEGAL DEPARTMENT DRAFT

This Ordinance shall be forthwith codified in the Code of City Ordinances in the manner required by law.

ENACTED this ____ day of _____, 2025.

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

[Signature page]

LEGAL DEPARTMENT DRAFT

EXHIBIT AEquipment

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 BForm of Request for Proposals

LEGAL DEPARTMENT DRAFT

REQUEST FOR PROPOSALS

City of Columbia, South Carolina Equipment Lease Purchase Financing, 2025

Response Due: _____, 2025
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 \$4,000,000 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 ratings¹ 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 2025 Equipment Lease Purchase” and should be mailed or delivered to:

Kristine A. Githara
Finance Director
City of Columbia
1136 Washington Street
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.

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 the lowest responsible bidders.

I. Terms and Conditions

- (a) Amount to be Financed: Not exceeding \$4,000,000. 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 _____, 2025, 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 _____, 2025 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.

- (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 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 _____, 2025 (the "Award Date"), and close the transaction on _____, 2025, 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.
- (o) Lease Agreement [Not Designated] [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.

- (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, including any closing, legal, and tax opinion charges.
- (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, 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 interest rate, 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 website² (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

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 (_____, 2025), 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

_____, 2025

EXHIBIT AEquipment

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 BForm of Investment Letter

_____, 2025

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], 2025, \$ _____

This letter is provided by _____ (the "Lessor") in connection with the execution and delivery of a [Lease Agreement] dated as of _____, 2025 (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: October 7, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-077 - Authorizing the City Manager to Execute Leases for Hazard Mitigation Grant Program/Housing and Urban Development Flood Properties Acquired through the FEMA Disaster Relief and Emergency Assistance Act for 1651 Roslyn Drive

REQUISITION NO.: 2025-077

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

First reading approval was given on September 16, 2025.

ATTACHMENTS:

- **#a:** memo_Council_Agenda Item_Lease for floof properties_9-4-2025 (PDF)
- **#b:** 2025-077 - Ordinance lease of HMGP-HUD Flood Properties (PDF)
- **#c:** APPROVED - 25025969 - Lease HMGP Properties (Jones_1651 Roslyn Dr) (PDF)
- **#d:** Exhibit B - 44 CFR 80.19 Open Space Requirements (up to date as of 4-19-2024)(PDF)

HISTORY:

09/16/25 Columbia City Council APPROVED ON FIRST READING

Amended to withdraw 1735 Roslyn Drive from consideration.

**CITY OF COLUMBIA
DEPARTMENT OF ENGINEERING**



INTER-OFFICE MEMORANDUM

TO: Erika Hammond, City Clerk

FROM: Gale Nash, Engineering Real Estate Manager

SUBJECT: **COUNCIL AGENDA ITEM – Ordinance No. 2025-077**
Authorizing the City Manager to execute leases for HMGP/HUD Flood Properties
Acquired through the FEMA Disaster Relief and Emergency Assistance Act

DATE: September 4, 2025 INITIALS: *gln*

The City acquired multiple properties through the FEMA Disaster Relief and Emergency Act after the 2015 flood. The FEMA program allows the City to lease the properties to the owners of adjacent properties for their maintenance, recreation purposes or open space.

There are several parties interested in leasing the vacant lots from the City for a 10-year term.

The lease is a standard form for all properties to be leased from the City, which is typical for federal transactions and simplifies the process. The lease has been reviewed and approved by the City's Legal Department and requires City Council's approval prior to entering into the agreements with the property owners.

Thank you for your assistance with this matter.

GN

ORDINANCE NO.: 2025-077

Authorizing the City Manager to Execute Leases for HMGP/HUD Flood Properties Acquired through the FEMA Disaster Relief and Emergency Assistance Act for 1651 Roslyn Drive

WHEREAS, the City of Columbia (the "City") acquired multiple properties under the FEMA floodplain program after the 2015 flood that devastated Columbia, South Carolina; and

WHEREAS, there are some interested parties who want to utilize the vacant parcels adjacent to their residences for maintenance, open space and recreational purposes within the guidelines of the federal register's open space requirements under a 10-year lease with the City; and

WHEREAS, the lease has been approved by the Legal Department in a standard form for all leases of these properties and the Engineering Real Estate Manager recommends approval under the terms set forth therein; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this _____ day of _____, 2025, for and in consideration of One and no/100s (\$1.00) Dollar, the City Manager is authorized to execute all leases for the HMGP/HUD Flood properties on behalf of the City of Columbia for a period of ten (10) years for the following properties:

Property Address	Lessee – Adjacent Property Owner	TMS	HMGP Grant
1651 Roslyn Drive	Richard A. Jones, III & Carolina Ellzey Jones	13915-11-06	269

A copy of the lease being attached hereto and made a part hereof as Exhibit "A".

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

EXHIBIT "A"

LEASE

LEGAL DEPARTMENT DRAFT

EXHIBIT "B"**44 CFR 80.19 Open Space Restrictions****LEGAL DEPARTMENT DRAFT**

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) LEASE AGREEMENT
) (Ordinance No.: 2025-077)

This Lease Agreement (“Lease” or “Agreement”) is made and entered into by and between the City of Columbia, South Carolina, a municipality organized and existing under the laws of the State of South Carolina (“Lessor”) and Richard A. Jones, III and Carolina Ellzey Jones (“Lessee”).

In consideration of the mutual covenants and agreements herein contained, and of other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Lessor hereby demises and rents to Lessee and Lessee hereby leases the premises described below upon the terms, covenants and conditions hereinafter contained.

1. **Leased Premises.** The Lessor grants to the Lessee the right to occupy and use, subject to the terms and conditions of this agreement, the premises known as 1651 Roslyn Drive, Richland County TMS # 13915-11-06 in Columbia, County of Richland, State of South Carolina.

2. **Term.** The Term (“Term”) of this Lease shall be upon the execution of this Lease by both parties through September 16, 2035 with the option to renew for three (3) additional ten-(10) year terms should the parties agree in writing.

year. 3. **Rent.** The rent payable under this Lease shall be One and no 1/100s (\$1.00) Dollar per

4. **Construction of Improvements and Maintenance.** The Lessee, at its own expense and not that of the Lessor, may construct or cause to be constructed temporary or permanent improvements (“Improvements”) upon the Premises. The plans for such Improvements must be submitted in writing to the City for approval prior to commencing installation and may include, but not be limited to a handicap accessible ramp adjoining the sidewalk, seating, landscaping features, and signage subject to the following:

1) Terms. Pursuant to the terms of the HMGP statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property subject to this Lease pursuant to Federal Emergency Management Agency (FEMA) and U.S. Department of Housing and Urban Development (HUD) program requirements concerning the acquisition of property for open space:

a) **Compatible Uses.** The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include parks for outdoor recreational activities, wetlands management, nature reserves, cultivation, grazing, unimproved and unpaved parking lots, buffer zones, underground utilities, natural pedestrian trails, and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b) **Structures.** No new structures or improvements shall be erected on the Property other than:

A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1a above, and approved by the City

of Columbia Stormwater Manager in writing before construction of the structure or improvements begin and subject to applicable permits.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices and maintained at the sole expense of the Lessee.

c) Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property.

Lessee shall also be responsible for maintenance of the grounds of the Property. Lessee agrees to comply with Lessor's Code of Laws, Ordinances and Regulations as may, from time to time, be amended for any such improvements.

Lessee agrees that no trees shall be planted within existing easements nor over or under existing utilities nor in any areas designated for utility installation or natural pedestrian trails.

5. Assignment and subletting. The Lessee shall not assign its rights under this Lease, nor shall the Lessee sublicense its interest in the Property to any third party.

6. Taxes and Insurance. Lessee shall maintain general liability insurance naming the City of Columbia as an insured with limits of \$1,000,000.00 per claim and \$2,000,000.00 per aggregate for property and casualty coverage during the term of this Lease and all renewals thereof without contribution from the Lessor. Annually, copies of the insurance policies shall be filed with the City Clerk, City of Columbia, P. O. Box 147, Columbia, SC 29217.

7. Termination. Either party may terminate this Agreement upon one hundred and twenty (120) days' written notice to the other party. Upon such termination, the Lessee shall remove all improvements as requested by the Lessor prior to the termination date of the Agreement. Upon such termination, neither party shall have any further obligation to the other party and this lease shall be null and void.

8. Quiet Enjoyment. Lessor covenants that Lessee shall and may peaceably and quietly have, hold, and enjoy said premises for and during the lease term subject to any State, Federal or local regulatory provisions, condemnation actions or other such actions taken by authorities with superior claims, subject to the rights of the Lessor and FEMA to make inspections of the property to insure compliance with the terms and conditions of this Agreement.

9. Notices. Any notice, demand and/or request which under the terms of this Agreement or under any statute must or may be given or made by either of the parties to the other party shall be in writing and shall be given by registered or certified mail with return receipt requested, addressed to the party as follows:

Lessor:
City of Columbia
Attn.: City Manager
P. O. Box 147
Columbia, SC 29217

Lessee:
Richard A. Jones, III
Caroline Ellzey Jones
1659 Roslyn Drive
Columbia, SC 29206

Either party may designate a different address for receipt of notices by written notification to the other party. Any notice under this lease shall be deemed to have been given at the time it is placed in the mail with sufficient postage prepaid.

10. **Utilities.** This Agreement is made subject to all existing utilities located on the Property and the rights of the utility provider to access, maintain, operate, and reconstruct the existing utilities. Also, this Agreement is made subject to the right of the Lessee and its grantees of an easement for the installation, operation and maintenance of utilities. The Lessee may install irrigation and gardens at their own expense, if desired, subject to holding the Lessor harmless for any damages during the maintenance, operation, and reconstruction of utilities on the Property.

11. **Waiver.** No waiver of any provision of this Lease shall be effective unless stated in writing and signed by the Lessor and the Lessee.

12. **Entire Agreement.** This Lease constitutes the entire and complete agreement between the parties, unless modified by a further agreement in writing executed by the Lessor and the Lessee.

13. **Choice of Law.** This Lease Agreement shall be governed, construed, and enforced in accordance with the laws of the State of South Carolina.

14. **Site Inspection.** The property is subject to inspection by the Lessor and FEMA to ensure compliance with Federal, State and City laws. Any concerns or issues identified upon inspection must be addressed within seven (7) days, or the Lessee (the City) may terminate the lease for cause.

IN WITNESS WHEREOF, the undersigned have executed this Lease Agreement effective as of the day and year of the last signature herein below.

WITNESSES:

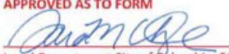
CITY OF COLUMBIA

BY: _____

Teresa B. Wilson

ITS: City Manager

Date: _____

APPROVED AS TO FORM

 Legal Department City of Columbia, SC

5/19/2025

Print Name: Richard A. Jones, III

ITS: Lessee

Date: _____

Print Name: Carolina Ellzey Jones

ITS: Lessee

Date: _____

This content is from the eCFR and is authoritative but unofficial.

Title 44 —Emergency Management and Assistance

Chapter I —Federal Emergency Management Agency, Department of Homeland Security

Subchapter B —Insurance and Hazard Mitigation

Part 80 —Property Acquisition and Relocation for Open Space

Subpart C —Post-Award Requirements

Authority: Robert T. Stafford disaster relief and emergency assistance act, 42 U.S.C. 5121 through 5207; the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 *et seq.*; Homeland Security Act of 2002, 6 U.S.C. 101.

Source: 72 FR 61743, Oct. 31, 2007, unless otherwise noted.

§ 80.19 Land use and oversight.

This section applies to acquisitions for open space projects to address flood hazards. If the Administrator determines to mitigate in other circumstances, he/she will adapt the provisions of this section as appropriate.

- (a) **Open space requirements.** The property must be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions.
 - (1) These uses may include: Parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses FEMA determines compatible with this part.
 - (i) Allowable uses generally do not include: Walled buildings, levees, dikes, or floodwalls, paved roads, highways, bridges, cemeteries, landfills, storage of any hazardous or toxic materials, above or below ground pumping and switching stations, above or below ground storage tanks, paved parking, off-site fill or other uses that obstruct the natural and beneficial functions of the floodplain.
 - (ii) In the rare circumstances where the Administrator has determined competing Federal interests were unavoidable and has analyzed floodplain impacts for compliance with § 60.3 of this subchapter or higher standards, the Administrator may find only USACE projects recognized by FEMA in 2000 and improvements to pre-existing Federal-aid transportation systems to be allowable uses.
 - (2) No new structures or improvements will be built on the property except as indicated below:
 - (i) A public facility that is open on all sides and functionally related to a designated open space or recreational use;
 - (ii) A public restroom; or
 - (iii) A structure that is compatible with open space and conserves the natural function of the floodplain, which the Administrator approves in writing before the construction of the structure begins.

- (3) Any improvements on the property must be in accordance with proper floodplain management policies and practices. Structures built on the property according to paragraph (a)(2) of this section must be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State or local ordinance, and in accordance with criteria established by the Administrator.
 - (4) After the date of property settlement, no Federal entity or source may provide disaster assistance for any purpose with respect to the property, nor may any application for such assistance be made to any Federal entity or source.
 - (5) The property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.
- (b) **Subsequent transfer.** After acquiring the property interest, the subrecipient, including successors in interest, will convey any interest in the property only if the Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.
- (1) The request by the subrecipient, through the State, to the Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.
 - (2) The subrecipient may convey a property interest only to a public entity or to a qualified conservation organization. However, the subrecipient may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a) of this section, with the prior approval of the Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.
 - (3) If title to the property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that must be recorded with the deed and must incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This must be accomplished by one of the following means:
 - (i) The subrecipient will convey, in accordance with this paragraph (b), a conservation easement to an entity other than the title holder, which must be recorded with the deed, or
 - (ii) At the time of title transfer, the subrecipient will retain such conservation easement, and record it with the deed.
 - (4) Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the subrecipient or recipient in the event that the transferee ceases to exist or loses its eligible status under this section.
- (c) **Inspection.** FEMA, its representatives and assigns, including the recipient will have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of this part, the property conveyance and of the grant award.

- (d) **Monitoring and reporting.** Every 3 years the subrecipient (in coordination with any current successor in interest) through the recipient, must submit to the FEMA Regional Administrator a report certifying that the subrecipient has inspected the property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of this part, the property conveyance and the grant award.
- (e) **Enforcement.** The subrecipient, recipient, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the property back into compliance if the property is not maintained according to the terms of this part, the conveyance, and the grant award. The relative rights and responsibilities of FEMA, the recipient, the subrecipient, and subsequent holders of the property interest at the time of enforcement, include the following:
 - (1) The recipient will notify the subrecipient and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation. If the subrecipient or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the recipient will enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
 - (2) FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:
 - (i) Withholding FEMA mitigation awards or assistance from the State and subrecipient; and current holder of the property interest.
 - (ii) Requiring transfer of title. The subrecipient or the current holder of the property interest will bear the costs of bringing the property back into compliance with the terms of the grant; or
 - (iii) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: The recipient, the subrecipient, and their respective successors.

[73 FR 61743, Oct. 31, 2007, as amended at 86 FR 50672, Sept. 10, 2021]



MEETING DATE: October 7, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-055 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-5 User Fees

REQUISITION NO.: 2025-055

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** 2025-055 - Amend Sec. 15-5 User Fees _v4 Last Update (PDF)

ORDINANCE NO.: 2025-055

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-5 User Fees

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2025, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-5 User Fees, Subsection (d) and (g) is amended to read as follows:

Sec. 15-5. User fees.

(d) *Parks.*

(1) *Finlay Park and Coble Plaza:*

<u>Rentals</u>		
<u>Item</u>	<u>Cost</u>	<u>Duration (Hours)</u>
<u>Full Park Gated / Ticketed</u>	<u>\$2,500.00</u>	<u>6 (1-6 Hours)</u>
<u>Full Park Gated / Ticketed</u>	<u>\$3,000.00</u>	<u>7</u>
<u>Full Park Gated / Ticketed</u>	<u>\$3,500.00</u>	<u>8</u>
<u>Full Park Gated / Ticketed</u>	<u>\$5,000.00</u>	<u>9+</u>
<u>Full Park Public Event / Free</u>	<u>\$250.00</u>	<u>1 (Per hour fee)</u>
<u>Full Park Public Event / Free (City Holiday)</u>	<u>\$300.00</u>	<u>1 (Per hour fee)</u>
<u>Full Park Non-Profit (must provide evidence)</u>	<u>\$750.00</u>	<u>6</u>
<u>Full Park Non-Profit (must provide evidence)</u>	<u>\$1,000.00</u>	<u>6+</u>
<u>Security Deposits Required</u>		
<u>Item</u>	<u>Cost</u>	<u>Duration (Hours)</u>
<u>Gated / Ticketed</u>	<u>\$1,000.00</u>	<u>Day</u>
<u>Public Event / Free</u>	<u>\$750.00</u>	<u>Day</u>
<u>Public Event / Free (City Holiday)</u>	<u>\$1,000.00</u>	<u>Day</u>
<u>Non-Profit (must provide evidence)</u>	<u>\$125.00</u>	<u>1 (Deposit is per hour of event)</u>
<u>Stage, Lights, Sound, Production (Standard Rate)</u>		
<u>Item</u>	<u>Cost</u>	<u>Duration (Hours)</u>
<u>Plug and Play Music (via iPod, iPhone, Etc.) - No Stage</u>	<u>\$100.00</u>	<u>2 (Up to 2 hours)</u>
<u>Plug and Play Music (via iPod, iPhone, Etc.) - No Stage</u>	<u>\$50.00</u>	<u>1+ (Each additional hour)</u>
<u>Stage Rental (house lights included, no sound or production)</u>	<u>\$750.00</u>	<u>6</u>
<u>Stage Rental (house lights included, no sound or production)</u>	<u>\$150.00</u>	<u>6+ (Each additional hour)</u>
<u>Stage Rental (Performance Art) Production Manager(s) required. Stage hands optional.</u>	<u>\$2,500.00</u>	<u>6</u>
<u>Stage Rental (Performance Art) Production Manager(s) required. Stage hands optional.</u>	<u>\$500.00</u>	<u>6+ (Each additional hour)</u>
<u>Lighting and Sound Package (Performance Art) Production Manager(s) required. Stage hands optional.</u>	<u>\$2,000.00</u>	<u>6</u>

<u>Lighting and Sound Package (Performance Art)</u> <u>Production Manager(s) required. Stage hands optional.</u>	<u>\$500.00</u>	<u>6+ (Each additional hour)</u>
<u>Stage Rental (Concert)</u> <u>Production Manager(s) required. Stage hands optional.</u>	<u>\$2,500.00</u>	<u>6</u>
<u>Stage Rental (Concert)</u> <u>Production Manager(s) required. Stage hands optional.</u>	<u>\$500.00</u>	<u>6+ (Each additional hour)</u>
<u>Lighting and Sound Package (Concert)</u> <u>Production Manager(s) required. Stage hands optional.</u>	<u>\$4,000.00</u>	<u>6</u>
<u>Lighting and Sound Package (Concert)</u> <u>Production Manager(s) required. Stage hands optional.</u>	<u>\$500.00</u>	<u>6+ (Each additional hour)</u>
<u>Stage, Lights, Sound, Production (Non-Profit Rate)</u>		
<u>Item</u>	<u>Cost</u>	<u>Duration (Hours)</u>
<u>Plug and Play Music (via iPod, iPhone, Etc.) - No Stage</u>	<u>\$50.00</u>	<u>2 (Up to 2 hours)</u>
<u>Plug and Play Music (via iPod, iPhone, Etc.) - No Stage</u>	<u>\$25.00</u>	<u>1+ (Each additional hour)</u>
<u>Stage Rental (house lights included, no sound or production)</u>	<u>\$500.00</u>	<u>6</u>
<u>Stage Rental (house lights included, no sound or production)</u>	<u>\$100.00</u>	<u>6+ (Each additional hour)</u>
<u>Stage Rental (Performance Art)</u> <u>Production Manager(s) required. Stage hands optional.</u>	<u>\$1,000.00</u>	<u>6</u>
<u>Stage Rental (Performance Art)</u> <u>Production Manager(s) required. Stage hands optional.</u>	<u>\$250.00</u>	<u>6+ (Each additional hour)</u>
<u>Lighting and Sound Package (Performance Art)</u> <u>Production Manager(s) required. Stage hands optional.</u>	<u>\$1,000.00</u>	<u>6</u>
<u>Lighting and Sound Package (Performance Art)</u> <u>Production Manager(s) required. Stage hands optional.</u>	<u>\$250.00</u>	<u>6+ (Each additional hour)</u>
<u>Stage Rental (Concert)</u> <u>Production Manager(s) required. Stage hands optional.</u>	<u>\$2,000.00</u>	<u>6</u>
<u>Stage Rental (Concert)</u> <u>Production Manager(s) required. Stage hands optional.</u>	<u>\$250.00</u>	<u>6+ (Each additional hour)</u>
<u>Lighting and Sound Package (Concert)</u> <u>Production Manager(s) required. Stage hands optional.</u>	<u>\$2,500.00</u>	<u>6</u>
<u>Lighting and Sound Package (Concert)</u> <u>Production Manager(s) required. Stage hands optional.</u>	<u>\$250.00</u>	<u>6+ (Each additional hour)</u>
<u>Amenity Rentals</u>		
<u>The Landing</u>	<u>\$250.00</u>	<u>2</u>
<u>The Landing and Splash Pad</u>	<u>\$500.00</u>	<u>2</u>
<u>Overlook Plaza / No Controlled Access</u>	<u>\$250.00</u>	<u>2</u>
<u>Overlook Plaza / Controlled Access</u>	<u>\$350.00</u>	<u>2</u>
<u>The Nest (interior space)</u>	<u>\$250.00</u>	<u>4</u>
<u>The Nest (interior space)</u>	<u>\$375.00</u>	<u>6</u>
<u>The Nest (interior space)</u>	<u>\$500.00</u>	<u>8</u>
<u>The Nest (interior space + patio)</u>	<u>\$350.00</u>	<u>4</u>

<u>The Nest (interior space + patio)</u>	<u>\$500.00</u>	<u>6</u>
<u>The Nest (interior space + patio)</u>	<u>\$625.00</u>	<u>8</u>
<u>Wedding Package (Overlook Plaza + Nest (interior) (Controlled Access))</u>	<u>\$650.00</u>	<u>6</u>
<u>Wedding Package (Overlook Plaza + Nest (interior + patio) (Controlled Access))</u>	<u>\$800.00</u>	<u>6</u>
<u>The Oval (not available without stage rental)</u>		
<u>The Upper Lawn</u>	<u>\$250.00</u>	<u>6</u>
<u>The Gadsden Green (excludes Pickleball)</u>	<u>\$250.00</u>	<u>6</u>
<u>Cascade 5</u>	<u>\$150.00</u>	<u>6</u>
<u>Cascade 6</u>	<u>\$150.00</u>	<u>6</u>
<u>Cascade 7</u>	<u>\$150.00</u>	<u>6</u>
<u>The Secret Garden</u>	<u>\$100.00</u>	<u>2</u>
<u>Miscellaneous Rates</u>		
<u>Item</u>	<u>Cost</u>	<u>Unit</u>
<u>Bike Rack Barricades</u>	<u>\$20.00</u>	<u>1</u>
<u>Staffing Rates</u>		
<u>Personnel</u>	<u>Cost</u>	<u>Duration (Hours)</u>
<u>Production Manager</u>	<u>\$60.00</u>	<u>1</u>
<u>Stage Hand</u>	<u>\$25.00</u>	<u>1</u>
<u>Court Rentals</u>	<u>Cost</u>	<u>Duration (Hours)</u>
<u>Pickleball (Off-Peak times)</u>	<u>\$16.00</u>	<u>1</u>
<u>Pickleball (Peak times on weekends and evenings after 5:00 p.m.)</u>	<u>\$20.00</u>	<u>1</u>

Pursuant to Sec. 15-2 of the Code of Ordinances of the City of Columbia a permit is required for any person, group, association or organization desiring to use any park or recreational facility of the City of Columbia for a group of 25 individuals or more or to conduct an activity or event for which it could be reasonably assumed that 25 or more persons might gather at a park or recreational facility to participate in or witness such activity or event or a festival, (a festival being defined as a program of festive activities, cultural events or entertainment open to the general public), shall first apply and obtain a permit from the director of parks and recreation or his designee.

A clean-up charge will be assessed in an amount equal to the cost of the clean-up for any person, group, association or organization using any park or recreational facility of the City of Columbia.

(2) Coble Plaza:

Gated/admission (admission charged and/or controlled access, required approval by city council or their designee) (more than 2 additional hrs. requires second block of time)	\$1,000/6hr. block + \$250/each add. hr. + \$350/deposit + support fees + set up/take down
Public (no controlled access or admission fees)	\$120/hr. + support fees

City holidays	\$150/hr. + support fees
Deposit	\$350
Non-profit* (*proof of non-profit status required)	\$350 + \$75/hr. deposit + support fees
Setup/takedown (nonevent time)	\$100/hr.

- (g) *Picnic shelters:* Anna Mae Dickson, Earlewood*, Elmwood/Roy Lynch*, Emily Douglas, Greenview, Heathwood, Hollywood/Rose Hill, Lorick, Mays, Melrose, Page Ellington Shelter*, Rosewood, St. Anna's, and Sims.

<u>Time block</u>	<u>Fee</u>	<u>Parks</u>
<u>First Come, First Serve</u>	Free	<u>Anna Mae Dickson, Emily Douglas, Greenview, Heathwood, Hollywood/Rose Hill, Lorick, Mays, Melrose, Rosewood, St. Anna's, and Sims.</u>
Daily 9:00 a.m. – 1:00 p.m. and 2:00 p.m. – 6:00 p.m.	<u>\$40 per block of time</u> <u>\$40 per block of time</u>	<u>Earlewood Park Shelter, Elmwood/Roy Lynch Shelter, Page Ellington Shelter.</u>

*Designated Picnic Shelters are for reservations only. Use outside of reserved blocks may constitute constitutes trespassing.

Requested by:

Assistant City Manager Simons _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:



MEETING DATE: October 7, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2025-069 - Designating
Hollywood/Rosehill Neighborhood a Residential
Parking Permit District

REQUISITION NO.: R-2025-069

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** R-2025-069 - HRH Residential Parking (PDF)

RESOLUTION NO.: R-2025-069*Designating Hollywood/Rosehill Neighborhood a Residential Parking Permit District*

WHEREAS, the City of Columbia has received a petition signed by more than fifty (50%) percent of the resident property owners of the 100 Block of South Bull Street requesting that the area be designated as a residential permit parking district; and

WHEREAS, a public hearing as provided for by Chapter 12, Division 3, Residential Permit Parking Districts of the 1998 Code of Ordinances of the City of Columbia was duly held; and

WHEREAS, considering the recommendations of the Parking Services Director, it appears that said area, as adjusted to conform to the engineering survey and contiguity requirements of the City Code, is severely impacted by non-residential on-street parking by reason of nearby commercial, recreational and institutional uses, and that such area should be designated as a permit-parking district; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia this ____ day of _____, 2025, that the 100 Block of South Bull Street is hereby designated a permit-parking district in which the parking shall be regulated and restricted at all hours, seven days a week, by parking permits pursuant to Sec. 12-104 of the 1998 Code of Ordinances of the City of Columbia.

Requested by:

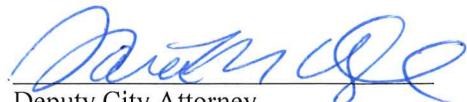
Councilman Will Brennan

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT



MEETING DATE: October 7, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-080 - Approval for Granting an Easement to Dominion Energy South Carolina, Inc. along Circleview Road and a portion of city-owned property located on the southwestern side of Circleview Road for the Lower Crane Creek Equalization Storage Facility and Pump Station; Richland County TMS#07414-04-01 and between TMS#07414-04 & TMS#09203-01; CIP Project #SS7560; CF#250-673

REQUISITION NO.: 2025-080

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** 2025-080 -Dominion Easement__Lower Crane Creek EQ Storage Facility__Mountain Dr and Circleview Rd (PDF)

ORDINANCE NO.: 2025-080

Approval for Granting an Easement to Dominion Energy South Carolina, Inc. along Circleview Road and a Portion of City-Owned Property located on the southwestern side of Circleview Road for the Lower Crane Creek Equalization Storage Facility and Pump Station; Richland County TMS#07414-04-01 and between TMS#07414-04 & TMS#09203-01; CIP Project #SS7560; CF#250-673

WHEREAS, Dominion Energy South Carolina, Inc. has made a request for an easement along the Circleview Road and a portion of the subject City-owned property for construction of electric lines and appurtenances for the Lower Crane Creek Equalization Storage Facility; and,

WHEREAS, the plans for the electric lines and appurtenances have been reviewed by the Department of Utilities and there are no conflicts with existing utilities or planned City utilities on the subject property; however, this easement is made subject to the condition that no power poles or guy wires are to be constructed in the location of the proposed 20' emergency access road for Riverbend Subdivision. NOW, THEREFORE,

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

The referenced easement is shown on drawing prepared by Dominion Energy South Carolina, Inc. for Crane Creek Sewer Storage Facility along Mountain Drive and Circleview Road, dated July 17, 2025, R/W File #25875, Drawing D-81804, sheet 1 of 1, and being on file in the office of the Department of Engineering, City of Columbia, South Carolina under City file reference #250-673. A copy of said drawing being attached hereto and made a part hereof as Exhibit "A".

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

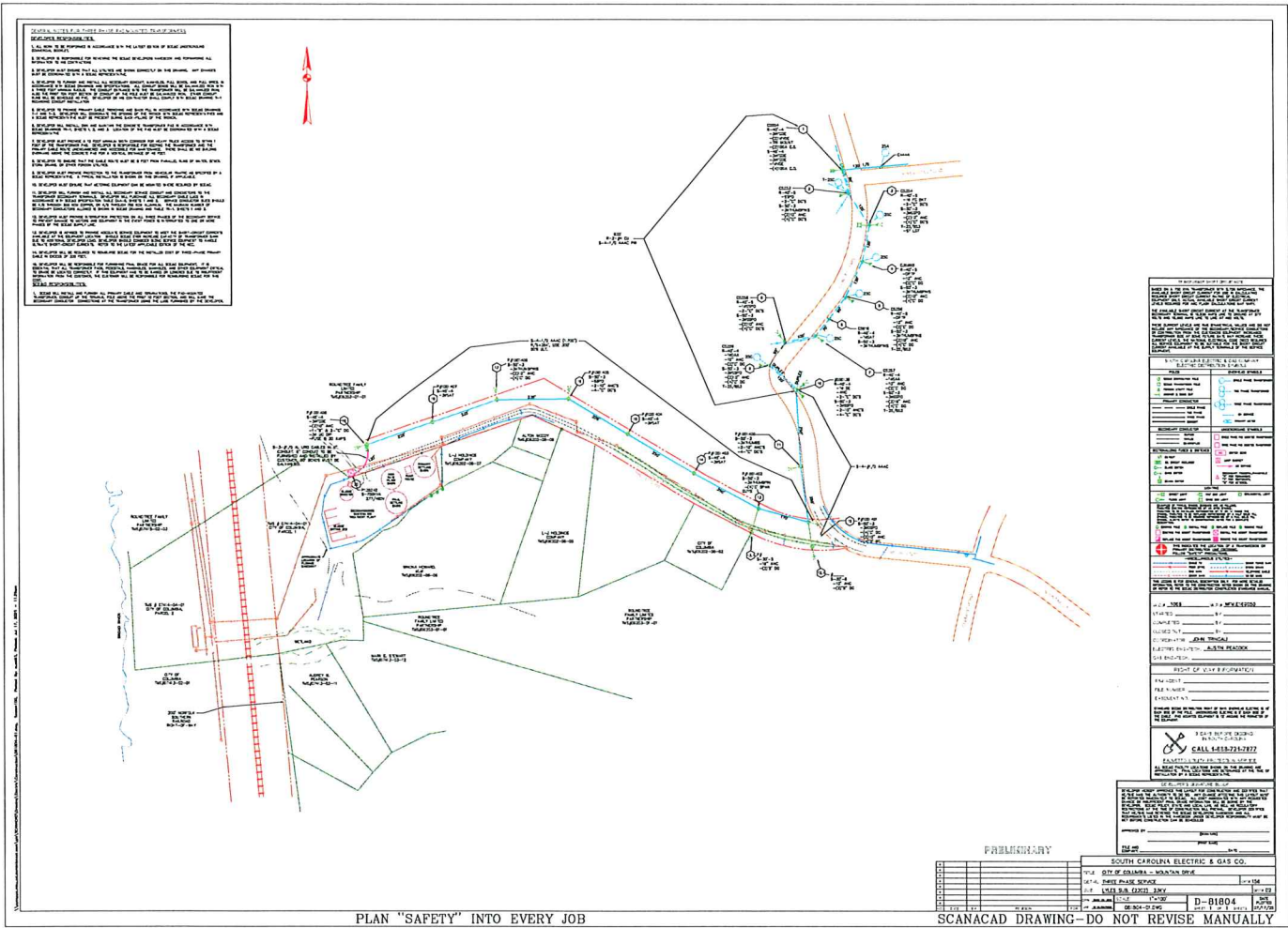

Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT





MEETING DATE: October 7, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2025-063 - Authorizing the City Manager to execute the Bull and Elmwood Relocation Services and Other Work in Progress Agreement between the City of Columbia and Dominion Energy South Carolina Inc.

REQUISITION NO.: R-2025-063

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** R-2025-063- Bull and Elmwood OWIP Agreement (PDF)
- **#b:** Bull and Elmwood OWIP (PDF)

RESOLUTION NO.: R-2025-063

Authorizing the City Manager to execute the Bull and Elmwood OWIP Agreement between the City of Columbia and Dominion Energy South Carolina Inc.

BE IT RESOLVED by the Mayor and City Council this _____ day of _____, 2025, that the City Manager is hereby authorized to execute the attached Bull and Elmwood OWIP Agreement, or on a form to be approved by the City Attorney, for the improvements along Elmwood Avenue from Bull Street to Marion Street, and along Bull Street from Elmwood Street to Calhoun Street.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:



AGREEMENT FOR RELOCATION SERVICES AND OTHER WORK IN PROGRESS

This Agreement for Relocation Services and Other Work in Progress (“Agreement” or “OWIP”) is entered into and effective this ____ day of _____, 2025, by and between

Dominion Energy South Carolina Inc., a corporation organized and existing under the laws of the State of South Carolina (“DESC”), and the **City of Columbia**, a body politic and corporate and a political subdivision of the State of South Carolina (“City”). DESC and City may each hereinafter be referred to individually as “Party” and collectively as “Parties”.

RECITALS

WHEREAS, DESC has constructed and maintained overhead electric distribution facilities along Elmwood Ave. from Bull St. to Marion St., and along Bull St. from Elmwood Ave. to Calhoun St. in Richland County, City of Columbia, South Carolina (“Overhead Facilities”); and

WHEREAS, City is implementing area improving development projects, which include improvements along Elmwood Ave. from Bull St. to Marion St., and along Bull St. from Elmwood to Calhoun St. and

WHEREAS, in connection with this development Project, the City has requested that DESC relocate and convert the Overhead Facilities to non-standard underground electrical distribution facilities (“Non-Standard Service Project”); and

WHEREAS, DESC and the City entered into a Franchise Agreement approved by Ordinance No. 2002-009 dated March 13, 2002, included as Exhibit A to the Conveyance Agreement by and between South Carolina Electric & Gas Company and the City of Columbia, South Carolina dated as of February 20, 2002 (the “Franchise Agreement”) containing provisions in Section 11 of the Franchise Agreement for the construction, financing and payment for Non-Standard Service projects; and

WHEREAS, DESC is willing to undertake the Non-Standard Service Project requested by the City and advance the costs of the Non-Standard Service Project; and

WHEREAS, the Parties desire to enter into this Agreement to memorialize the responsibilities of the Parties relating to the Non-Standard Service Project.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, DESC and the City mutually agree as follows:

- A. The Non-Standard Service Project is defined as the conversion of DESC’s Overhead Facilities to non-standard underground electrical distribution facilities along

Elmwood Ave. from Bull St. to Marion St., and along Bull St. from Elmwood to Calhoun St.) as depicted on the attached sketch, attached hereto and made a part hereof, and any changes or amendments thereto ("DESC Drawings"). Any significant changes in the Non-Standard Service Project that will affect the cost of the Non-Standard Service Project shall be made pursuant to a change order signed by the City and DESC and reflected in changes to the DESC Drawings. This Non-Standard Service Project may be amended by separate agreement to include municipal street lighting as agreed to by both parties. In the absence of such amendment, DESC shall have no obligation for municipal street lighting under this OWIP, and any new lighting within the Non-Standard Service Project area must be provided pursuant to a separate agreement between the Parties consistent with DESC's approved tariffs. The Non-Standard Service Project does not include any customer service connections or electrical work that will be required to connect customers to DESC's underground electrical distribution facilities following completion of the Non-Standard Service Project. The NSSP project includes a section of undergrounding to be placed within the right of way of Marion Street. Per this agreement, Dominion is provided utility relocation protection as part of this project and shall not be asked to bear the cost of relocating the line if deemed necessary by the City in the future. If Dominion elects to relocate the line without it being related to a City project/request and instead, the relocation is part of a Dominion Capital Improvement or Maintenance project, covering such cost shall be the responsibility of Dominion.

- B. Cost of the Non-Standard Service Project is defined as the actual costs charged to and accumulated in DESC's OWIP Job Order No. 023105. These costs include, *inter alia*, DESC's labor, contract labor, materials and supplies, switching equipment, storeroom, transportation, miscellaneous traffic control, engineering, administration, engineering and administration overhead, design and redesign, if any, and DESC's cost of capital.
1. The Parties acknowledge and agree that the following table is an estimate of the cost of the Non-Standard Service Project. The Parties acknowledge and agree that the total actual cost of the Non-Standard Service Project will be different, and the final, total cost of the Non-Standard Service Project is based on the actual costs charged to and accumulated in DESC's OWIP Job Order No. 023105.

Labor	\$295,625
Payroll	\$34,770
Materials	\$333,216
Transportation	\$42,000
Engineering & Admin. Overheads	\$139,432
AFUDC	\$7,375
Total	\$852,418

2. The cost of the Non-Standard Service Project does not include any service installations or electrical work that will be required to connect customers to DESC's electric distribution facilities following the completion of the Non-Standard Service Project. Customer connection points are specified on DESC

Drawings. DESC will make the final terminations at the defined connection points as part of the Non-Standard Service Project. All other conversion work, including underground electric service installation and customer lighting, is the responsibility of the City. The service voltage supplied by DESC following the completion of the Non-Standard Service Project shall be at DESC's discretion and may be different from the existing service voltage currently supplied at each location. DESC will provide City with current voltage and available future voltage for each customer.

3. DESC agrees to provide engineering support to determine service connection requirements; provided, however, DESC's engineering expenses to determine such requirements will be charged to DESC's OWIP Job Order No. 023105 in order to accumulate the actual cost of the Non-Standard Service Project.
4. The City shall pay for the Non-Standard Service Project as costs are incurred as provided for in Section 11(E) ("Advanced Funds") of the Franchise Agreement. Actual accumulated costs will be billed monthly by DESC to the City. Final invoice reconciliation at project completion will be based on actual costs. DESC shall provide a full and detailed accounting of the costs to date of the project with each invoice. Should the City default on a payment associated with this Non-Standard Service Project, DESC will reserve the right to cease construction and withhold an equal amount from the next scheduled franchise payment.

C. Obligations of the Parties

1. If necessary, the City shall use its efforts to acquire all necessary rights-of-way, permits, equipment locations, or other use and access rights for the Non-Standard Service Project as stated in the Franchise Agreement. DESC is not responsible for proceeding with the project if permits, rights-of-way, equipment locations and access rights cannot be provided by City. In the event DESC is ever required by the City or a third party to relocate the facilities installed as part of the Non-Standard Service Project, the City agrees to provide acceptable relocation areas, satisfactory easements and pay all costs associated with the relocation. Should the City fail to pay any costs associated with a relocation, DESC will reserve the right to withhold an equal amount from the subsequent scheduled franchise payment to the City. Acceptability of future relocation areas shall be determined solely by DESC.

Any required permits shall include the relocation provision stated above.

2. Within three (3) months following completion of the Non-Standard Service Project, the City shall require all electric customers to connect to DESC's underground electric distribution facilities. DESC will notify the City as phases of the Non-Standard Service Project are completed. The City will notify each customer in the Non-Standard Service Project area about the connection requirements and how the cost of connection will be covered.
3. Within three (3) months of all electric customers connecting to DESC's underground electric distribution facilities, DESC shall remove all its overhead electrical distribution facilities and remove poles when fully vacated or when, in DESC's sole opinion, it is legally permissible to do so, whichever occurs first. Each Party shall act within its legal authority to require other utilities to remove their facilities from DESC's poles at no cost to DESC. DESC will provide notice to other utility companies of the relocation of DESC's facilities from overhead to underground and provide notice to all other utilities occupying the poles to vacate the poles, within lawful and/or within contractual authority; however, DESC is not responsible for any costs associated with delays caused by the failure of other companies located in the Non-Standard Service Project area to convert their facilities to underground and remove their overhead facilities.
4. As a condition precedent to the Parties' mutual obligations under this Agreement, the Non-Standard Service Project must first be approved by all Federal, State and Local entities having jurisdiction over the Project.

D. Miscellaneous

1. DESC shall, at all times, maintain ownership of any and all facilities specified by DESC whether installed by DESC or a contractor working for the City or DESC.
2. All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be effective upon: personal delivery to the Party to whom they are addressed; or, if sent via e-mail or facsimile to the facsimile number or email address indicated below; or, if mailed to the address indicated below, five (5) days following deposit in the United States mail first class postage prepaid, registered or certified; or, if sent by nationally recognized overnight courier, the date when signed for at addressee's residence or place of business and addressed to each Party at the following address:

DESC**City of Columbia**

Attn: Royce Shannon, Dir of Operations	Attn:
220 Operation Way	
MC-J40	
Cayce, SC 29033	
Email: douglas.shannon@dominionenergy.com	

3. NEITHER PARTY NOR ITS SUBCONTRACTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, OR AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ITS SUBCONTRACTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, OR AFFILIATES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE OR FOR THE LOSS OF PROFIT OR PRODUCTION, LOSS OF USE, COSTS OF CAPITAL, INTEREST ON LOANS, COST OF PURCHASED OR REPLACEMENT POWER, FUEL COSTS, LOSS OF PRODUCTIVITY, OR CLAIMS OF CUSTOMERS RELATED TO ANY CAUSE OF ACTION UNDER THIS AGREEMENT OR ANY CAUSE OF ACTION RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY THEORY OF RECOVERY, WHETHER SUCH CAUSE OF ACTION IS BASED ON BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), INDEMNITY, STRICT LIABILITY, PRODUCTS LIABILITY, PROFESSIONAL LIABILITY, OR OTHERWISE.
4. DESC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT.
5. No assignment of this Agreement, in whole or in part by the City, will be made without the prior written consent of DESC, such consent to be at DESC's sole discretion.
6. This Agreement may not be amended except by written agreement signed by an authorized representative of each party.
7. Each party to the Agreement represents and warrants that it has full and complete authority to enter into and perform its respective obligations under this Agreement. Any person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such represented Party shall be bound thereby.
8. This Agreement is an entire contract, each stipulation thereto being a part of the consideration for every other, and the terms, covenants, and conditions thereof inure to the benefit of and bind the successors and assigns of each of the parties hereto, as well as the Parties themselves.
9. This Agreement contains the entire understanding of the Parties and supersedes all prior oral or written representation(s) concerning the subject matter hereof.

10. If any term or provision of this Agreement is invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in two identical counterparts each having the same legal significance as the other.

City of Columbia

Dominion Energy South Carolina Inc.

By:

By:

Print Name:

Print Name: Royce Shannon

Its:

Its: Director – Electric Operations



MEETING DATE: October 7, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2025-070 - Approving the Installation of the Lincoln Street Tunnel North Entrance Mural Project

REQUISITION NO.: R-2025-070

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Endorsed by the Arts, Historic Preservation & Philanthropy Committee on September 23, 2025.

ATTACHMENTS:

- **#a:** 2026 Public Art Mural Walls Vista Application (PDF)
- **#b:** R-2025-070 - Approving Pubic Art - Lincoln Street Tunnel North Entrance (PDF)



PUBLIC ART PLACEMENT APPLICATION

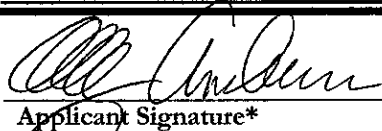
Please see submission checklist for materials necessary for application.

SUBMISSION MATERIALS MUST ACCOMPANY APPLICATION.

Application form and materials are **DUE AT 4:00 p.m.** thirty (30) days prior to installation.

Is the designation: ☒ Public Art
☐ Statue
☐ Monument / Memorial
 ☐ Individual Commemoration
 ☐ Organization Commemoration
 ☐ Event Commemoration

Checklist: ☒ Application
☒ Council Members (District and one At-Large Sponsor)
☒ 3 Letter(s) of Support
 ☒ One letter expressing Community support
 ☒ One letter expressing Neighborhood/Neighborhood Association or Merchant Association support
 ☒ One letter expressing Councilmembers' support


 Applicant Signature*

abby@vistacolumbia.com
 Email Address

Abby Anderson
 Print Name

701 Gervais St, Ste 150-118, Colg, SC 29201
 Mailing Address

803-269-5946
 Phone Number

7/11/25
 Date

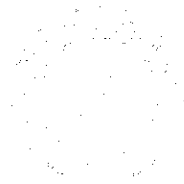
Check and initial acknowledging application requirements.

☒ AA Artist Information, Description and photos of artwork.

☒ AA Any changes to initial request must be made in writing no more than 30 days prior to art placement.

☒ AA Artwork and resolution must be finalized at least 30 days prior to placement.

☒ AA Applicant must provide letter(s) of support as outlined in the above checklist.



PUBLIC ART PLACEMENT APPLICATION

1. Name of individual, organization, or event to be commemorated:

Congaree Vista Guild commissioned art piece

2. Title of Artwork:

Wall murals on north side of Lincoln Street Tunnel entrance

3. Attach a sheet describing the significant contribution (s) this individual, organization, or event has made in the community (no more than one-page)

4. Location, date, and time of unveiling ceremony (if approved):

The placement of public art within the City's right-of-way shall adhere to the City of Columbia encroachment ordinance process.

to be dedicated during Artista Vista in April 2026

5. District Council Member Sponsor:

Ed McDowell

At-Large Council Member Sponsor:

Tyler Bailey

FOR STAFF USE:

Arts, Historic Preservation & Philanthropy Committee: ☒ Endorsed ☐ Rejected

One Columbia Review: ☒ Approved ☐ Rejected

Arts, Historic Preservation & Philanthropy Committee: ☐ Endorsed ☐ Rejected

Public Works: ☒ Approved ☐ Rejected

Parks and Recreation: ☒ Approved ☐ Rejected

Support Services: ☒ Approved ☐ Rejected

Public Safety: ☒ Approved ☐ Rejected

The Vista Guild would like to work with One Columbia for Arts and Culture on a new public art piece. This piece will be located on the walls of the north entrance of the Lincoln Street Tunnel. The Vista Guild would like to commission an artist to create murals along the pathway from Taylor Street unto the tunnel. With the Vista Guild working on adding a lighting element to the tunnel in 2026, we believe this would help beautify the entrance and welcome people coming from the newly renovated Finlay Park.

Lincoln Street is a historic part of the Vista and we take pride in the history and features that it brings to the City and visitors. We would love to draw more attention to the incredible Lincoln Street Tunnel to help create a thoroughfare to Finlay Park and the Vista Greenway. We believe this will assist in making the Lincoln Street Tunnel a safer place for the community. The Vista takes pride in being an Official South Carolina Cultural District. We hope that by continuing to add public art like this, we will continue to lead the city in the arts for years to come.

Subject: Lincoln Street Tunnel Murals

Date: Monday, July 14, 2025 at 9:23:08 PM Eastern Daylight Time

From: BARTON WALRATH

To: Abby Anderson

CC: Carolyn LeeDecker

Hello Abby,

The Vista Neighborhood Association supports and sponsors public art.

Vista Guild's Lincoln Tunnel Lighting Project will be the public art attraction in the Vista. The Vista Neighborhood Association is planning an art installation on the South entrance to the tunnel as a portal not only to the tunnel but also to Finlay Park and the Vista Greenway. I support and look forward to Vista Guild's proposed murals on the north end of the tunnel as a great addition and continuation of the linkage of the tunnel to Finlay Park and the Vista Greenway.

Please feel free to use this email to demonstrate support for Vista Guild's proposed murals on the north end of the Lincoln Tunnel.

Bart Walrath
Vice President Vista Neighborhood Association
Chair VNA Beautification Committee

ARSENAL HILL

ARSENAL HILL NEIGHBORHOOD ASSOCIATION

1707 WAYNE STREET COLUMBIA, SC 29201

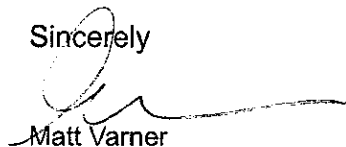
July 11, 2025

To Whom it may concern,

The Arsenal Hill Neighborhood Association wholeheartedly supports the public art project proposed for the north side of the Lincoln Tunnel. This will greatly enhance the appearance of the tunnel and also encourage public engagement along the greenway towards the Vista as many new visitors come from the soon to be completed Finlay Park.

Please call if there is anything else needed to support the Vista Guild in this endeavor

Sincerely



Matt Varner

Vice President Arsenal Hill Neighborhood
Association

1707 Wayne
Street

Columbia SC
29201

803 787-8865

Vista Greenway at Taylor Street

Description

This section of the Vista Greenway leading from Taylor Street to the northern entry into the Lincoln Street tunnel can feel claustrophobic due to the height of the concrete retaining walls that flank each side of the mixed-use path. The addition of artwork to the walls can brighten the space and provide visual interest to the corridor.

Parameters

The distance between the two retaining walls is approximately 24'. The height of the left retaining wall changes from at-grade at Taylor Street to approximately 20' at the tunnel entrance. The right retaining wall changes from at-grade at Taylor Street to approximately 16' tall at the tunnel entrance.

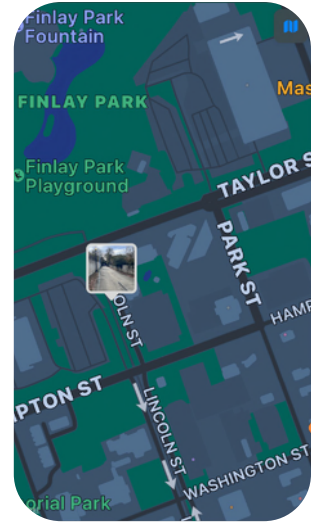
Installations

Artwork could be painted/stained directly onto the bare concrete, or it could be a peel and stick application like alumigraphics, or the artwork could be applied to sectional panels that are attached in a removable fashion to the concrete retaining wall. Additionally, tile or mosaic artwork could also be utilized over the concrete substrate.

- » Painted artwork
- » Adhesive artwork
- » Panelized artwork
- » Tile/mosaic artwork
- » Etc.



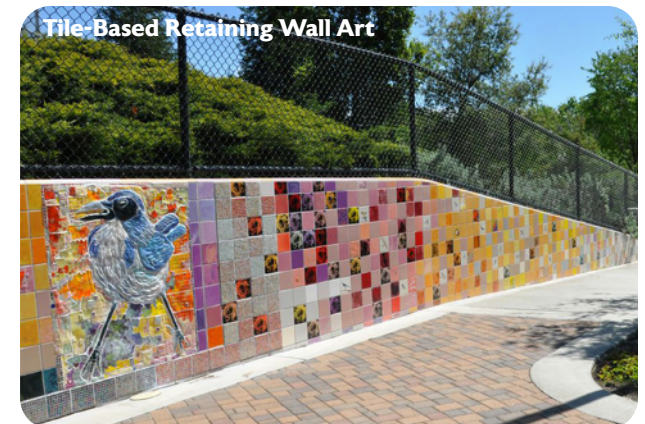
Site Photo



Map Location



Installation Considerations



Congaree Vista Guild: Public Art P



CITY OF COLUMBIA
SOUTH CAROLINA
OFFICE OF CITY COUNCIL

July 14, 2025

To Whom It May Concern:

On behalf of Councilman Bailey and myself, we are pleased to extend our support for the Congaree Vista Guild's proposed public art installation.

The Congaree Vista has long stood as a vibrant hub of culture, creativity, and commerce in our city, and this new art piece is a fitting reflection of the corridor's unique spirit. Public art not only beautifies shared spaces, but also fosters a sense of community, pride, encourages tourism, and supports local artists whose work contributes to our city's dynamic identity.

This initiative aligns with the City of Columbia's ongoing efforts to promote public-private partnerships that elevate our neighborhoods and celebrate the rich history and diversity of our citizens. We recognize the thoughtful vision of the Vista Guild and commend their commitment to cultivating inclusive, engaging spaces that reflect the creative energy of our residents and visitors alike.

We look forward to the installation of this piece and to the continued partnership between the City and the Congaree Vista Guild. Please accept this letter as our full endorsement of this project and our willingness to assist in ensuring its successful completion.

Sincerely,


Edward H. McDowell, Jr.
District I


Tyler D. Bailey
At-Large Councilman



Arts, Historic Preservation, and Philanthropy Committee
 City of Columbia
 1737 Main St.
 Columbia, SC 29201

Re: Congaree Vista Guild's Lincoln Tunnel North Entrance Mural

Dear Councilman Bailey ,

On behalf of One Columbia for Arts and Culture, I am pleased to offer our full endorsement of the Congaree Vista Guild's Lincoln Tunnel North Entrance Mural Project. This initiative represents an exciting opportunity to bring new energy, beauty, and connection to a key entry point for The Vista and Finlay Park.

The project's vision—to create a vibrant, welcoming space that invites exploration and interaction—aligns perfectly with The Vista's aspiration to be a dynamic, walkable neighborhood where people, businesses, and cultural experiences thrive. Public art of this caliber not only enhances the visual landscape but also strengthens local identity, fosters community pride, and encourages meaningful engagement among residents and visitors.

We anticipate that this mural will draw increased foot traffic to nearby businesses, contribute to tourism, and inspire a shared sense of ownership over our public spaces. Most importantly, it will serve as a lasting reminder of how art can transform places into destinations.

One Columbia enthusiastically supports the Congaree Vista Guild in bringing this vision to life. We look forward to witnessing the cultural and economic benefits it will bring to our city.

Sincerely,

Pamela Zeljak
 Public Art Administrator
 One Columbia for Arts and Culture

One Columbia for Arts and Culture
 1013 Duke Ave., Columbia, SC 29203
 803-254-5008
www.onecolumbiasc.com

RESOLUTION NO.: R-2025-070*Approving the Installation of the Lincoln Street Tunnel North Entrance Mural Project*

WHEREAS, the Congaree Vista Guild is a non-profit community organization that advocates for the preservation and progress of the Congaree Vista Cultural District. This includes beautification and art projects within the Congaree Vista area; and,

WHEREAS, on July 15, 2025, the Congaree Vista Guild submitted a public art installation application for the creation of a mural at the Lincoln Street Tunnel North Entrance as outlined in the Vista's 2024 Public Art Placement Plan; and,

WHEREAS, on September 23, 2025, the Arts, Historic Preservation and Philanthropy Committee endorsed the Lincoln Street Tunnel North Entrance Mural public art project at Saluda Riverwalk; and, NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council this _____ day of _____, 2025, that the Congaree Vista Guild's application to install a public art project at the Lincoln Street Tunnel North Entrance is hereby APPROVED.

Requested by:

Councilman Tyler D. Bailey

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT



MEETING DATE: October 7, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2025-065 - Authorizing consumption of beer and wine only at Devine Night Out at the 2700, 2800, and 2900 blocks of Devine Street on Thursday, November 13, 2025

REQUISITION NO.: R-2025-065

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** R-2025-065 - Devine Night Out (Nov. 13) (PDF)

RESOLUTION NO.: R-2025-065

Authorizing consumption of beer and wine only at Devine Night Out at the 2700, 2800, and 2900 blocks of Devine Street on Thursday, November 13, 2025

WHEREAS, Devine Street Association (hereinafter “Sponsor” or “Organizer”) is hosting Devine Night Out at the 2700, 2800, and 2900 blocks of Devine Street on Thursday, November 13, 2025; and,

WHEREAS, the Sponsor has requested permission for the temporary closing of the 2700, 2800, and 2900 blocks of Devine Street from 3:00 p.m. until 9:00 p.m. for preparation and staging of the area and for crowd control and overflow at the outdoor event to be held on Thursday, November 13, 2025, between 5:00 p.m. and 8:00 p.m.; and for patrons to consume beer and wine only at the event during the hours of 5:00 p.m. and 7:30 p.m.; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited on the perimeter around the 2700, 2800, and 2900 blocks of Devine Street, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Thursday, November 13, 2025 from 5:00 p.m.-8:00 p.m. *See* Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at the 2700, 2800, and 2900 blocks of Devine Street; and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating “NO CONCEALABLE WEAPONS ALLOWED” that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: “NO CONCEALABLE WEAPONS ALLOWED” to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to applicable COVID-19 health and safety guidelines, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as such guidelines are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).

LEGAL DEPARTMENT DRAFT

9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.

10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 3:00 p.m. on November 13, 2025 until 9:00 p.m. on Thursday, November 13, 2025.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2025, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 5:00 p.m. and 7:30 p.m. on Thursday, November 13, 2025; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to

the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time from 5:00 p.m. until 8:00 p.m. on Thursday, November 13, 2025, the 2700, 2800, and 2900 blocks of Devine Street serves as the designated event area, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of the 2700, 2800, and 2900 blocks of Devine Street with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply to the possession or consumption of beer or wine within the designated event area. Possession and consumption of beer and wine beverages shall be permitted only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer and wine may only be in plastic containers or cans.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that the hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

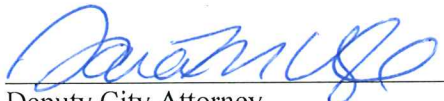
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT



MEETING DATE: October 7, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2025-067 - Authorizing consumption of beer, wine, and liquor 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 21, 2025

REQUISITION NO.: R-2025-067

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** R-2025-067 - NEON Joy in Five Points v2 (PDF)

RESOLUTION NO.: R-2025-067

Authorizing consumption of beer, wine, and liquor 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 21, 2025

WHEREAS, the Five Points Association (hereinafter “Sponsor” or “Organizer”) is hosting the NEON Joy in Five Points on 747 Saluda Avenue, the perimeter around the Fountain Plaza and 727 Harden Street Parking Lot from 6:00 p.m. until 9:00 p.m. on Friday, November 21, 2025; and,

WHEREAS, the Sponsor has requested permission for the temporary closing of parking lot located at 727 Harden Street from 4:00 p.m. to 10:00 p.m. and Saluda Avenue around the Fountain Plaza located at 747 Saluda Avenue, the perimeter of the fountain plaza and loading zone between the fountain plaza and the parking lot from 4:00 p.m. until 10:00 p.m. for preparation and staging of the area and for crowd control and overflow at the outdoor event to be held on Friday, November 21, 2025, between 6:00 p.m. and 9:00 p.m.; and for patrons to consume beer, wine, and liquor at the event during the hours of 6:00 p.m. and 8:30 p.m.; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited on 747 Saluda Avenue, the perimeter around the Fountain Plaza and 727 Harden Street Parking Lot, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Friday, November 21, 2025 from 6:00 p.m. until 9:00 p.m. *See* Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at 747 Saluda Avenue, the perimeter around the Fountain Plaza and 727 Harden Street Parking Lot; and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating “NO CONCEALABLE WEAPONS ALLOWED” that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: “NO CONCEALABLE WEAPONS ALLOWED” to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to applicable COVID-19 health and safety guidelines, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as such guidelines are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the

event.

8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).

9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.

10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer, wine, and/or liquor shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 4:00 p.m. on November 21, 2025 until 10:00 p.m. on November 21, 2025.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2025, that the sale of beer, wine, and liquor in plastic containers or cans only is authorized between the hours of 6:00 p.m. and 8:30 p.m. on November 21, 2025; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer, wine, and/or liquor beverages within the event area is prohibited; and,

LEGAL DEPARTMENT DRAFT

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer, wine, and liquor beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer, wine, and liquor beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time from 6:00 p.m. until 9:00 p.m. on Friday, November 21, 2025, 747 Saluda Avenue, the perimeter around the Fountain Plaza and 727 Harden Street Parking Lot, sidewalks in Five Points hospitality district; 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 747 Saluda Avenue, perimeter around the Fountain Plaza and 727 Harden Street Parking Lot and sidewalks in Five Points hospitality district with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer, wine, and liquor beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply to the possession or consumption of beer, wine, and liquor within the designated event area. Possession and consumption of beer, wine, and liquor beverages shall be permitted only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer, wine, and liquor may only be in plastic containers or cans.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that the hours of operation for the event, service of beer, wine, and liquor at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

**Park Rules for the Five Points Association to Conduct Street and Sidewalk Sales for NEON Joy in Five Points
(R-2025-067)**

WHEREAS, Columbia City Council adopted Resolution R-2025-067 on _____, allowing the Five Points Association to Conduct Street and Sidewalk Sales for the NEON Joy in Five Points to be held on Friday, November 21, 2025 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-2025-067, 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-2025-067 for the Five Points Association to Conduct Street and Sidewalk Sales for NEON Joy in Five Points; 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-2025-067; NOW, THEREFORE

The following additional park rules are hereby promulgated for the Five Points Association to Conduct Street and Sidewalk Sales for NEON Joy in Five Points 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 _____, 2025.

City of Columbia

BY: _____
Teresa B. Wilson
ITS: City Manager



MEETING DATE: October 7, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2025-068 - Authorizing consumption of beer, wine, and liquor at Vista Lights Annual Holiday Festival on Thursday, November 20, 2025

REQUISITION NO.: R-2025-068

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** R-2025-068 - Vista Lights (Nov. 20) (PDF)

RESOLUTION NO.: R-2025-068

Authorizing consumption of beer, wine, and liquor at Vista Lights Annual Holiday Festival on Thursday, November 20, 2025

WHEREAS, the Congaree Vista Guild ("Vista" or "Organizer") is hosting Vista Lights Annual Holiday Festival on Thursday, November 20, 2025 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 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 20 2025 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 800, 900, and 1000 blocks of Gervais Street between Gadsden Street and Assembly Street on Thursday, November 20, 2025 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 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 display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.

8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).

9. 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. Alcohol, 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 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 _____, 2025, 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 20, 2025; 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 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 20, 2025 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 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 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.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32 of the Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the Organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event or inclement weather date, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

**Park Rules for the Congaree Vista Guild to Conduct Street and Sidewalk Sales for Vista Lights
(R-2025-068)**

WHEREAS, Columbia City Council adopted Resolution R-2025-068 on _____, allowing the Congaree Vista Guild to Conduct Street and Sidewalk Sales for the Vista Lights to be held on Thursday, November 20, 2025 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-2025-068, 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-2025-068 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-2025-068; 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 _____, 2025.

City of Columbia

BY: _____
Teresa B. Wilson
ITS: City Manager



MEETING DATE: October 7, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the appointment of Ms. Cherlyn Borjes as a full-time Municipal Court Judge for a four year term effective October 25, 2025.

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** C.Borjes Judge Appointment Memo (DOCX)



CITY OF COLUMBIA MUNICIPAL COURT JUDICIAL SELECTION

The appointment of City of Columbia Municipal Judges is outlined in **Sec. 13-1 “Administrative municipal court judge and municipal court judges”** in the City of Columbia Code of Laws. The code states the following:

The court shall be presided over by an administrative municipal judge and by one or more municipal judges, who shall be appointed by the city council for a term fixed by city council of not less than two years but not more than four years and shall continue to serve beyond the appointed term until a successor is appointed and qualified.

On October 7, 2025, pursuant to City of Columbia Code, the Mayor and Council will approve the appointment of the following individuals as full-time municipal court judge for the following terms effective October 25, 2025:

NAME

Cherlyn Borjes

TERM

4 year appointment