



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, OCTOBER 28, 2025

The Columbia City Council will conduct a Regular Meeting on Tuesday, October 28, 2025 at 3:00 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

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT

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

APPROVAL OF MINUTES

1. Council is asked to approve the October 21, 2025 Work Session and Regular Meeting Minutes.

CONSENT AGENDA ITEMS 2 THROUGH 11

2. Council is asked to approve a new Sole Source Contract for Wastewater Train 1 Primary Clarifier Equipment at the Metro Wastewater Treatment Plant, as requested by Columbia Water on May 16, 2025. Award to Evoqua Water Technologies, LLC, in an amount not to exceed \$593,353.60. 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 additional one-year period. This vendor is located in Waukesha, WI.

Funding Source: Utilities Metro Wastewater Plant - Equipment Repair/Service Supply (5516208-631800). The original budget amount is \$593,353.60.



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3. ZONING MAP AMENDMENT for 1125 Rosewood Drive, TMS# 11207-04-03

Ordinance No.: 2025-083 - Amending the Official Zoning Map to modify the zoning for 1125 Rosewood Drive, Richland County TMS # 11207-04-03

Proposal: Request to rezone the property from Community Activity Center/Corridor District (CAC) to Mixed Use District (MU-2).

Council District: 3

Applicant: Steve McNair, McNair Development

Staff Recommendation: Approval

PC Recommendation: 08/14/2025; Deferred by Planning Commission (4-2) and 09/11/2025; Recommended approval (6-1)

First reading approval was given on October 21, 2025.

4. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1027 Rosewood Drive, TMS# 11203-05-03

Ordinance No.: 2025-086 - Annexing 1027 Rosewood Drive, Richland County TMS # 11203-05-03 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Proposal: Request to annex the property, assign the land use classification of Urban Core Neighborhood Activity Center (UCAC-1) and assign zoning of Mixed Use District (MU-2) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned General Commercial (GC) by Richland County.

Council District: 3

Applicant: Seawell & Sons, LLC / Steve McNair

Staff Recommendation: Approval

PC Recommendation: 08/14/2025; Deferred by Planning Commission (4-2) and 09/11/2025; Recommended approval (6-1)

First reading approval was given on October 21, 2025.



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5. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 930 Brantley Street, TMS# 07306-02-32

Ordinance No.: 2025-085 - Annexing 930 Brantley Street, Richland County TMS # 07306-02-32 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Proposal: Request to annex the property, assign the land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of Residential Single Family – Large Lot District (RSF-1) for a pending annexation. The property is currently classified as Mixed Residential (High Density) within a Priority Investment Area and zoned Residential 2 (R2) by Richland County.

Council District: 2

Applicant: People's Holdings, LLC

Staff Recommendation: Approval

PC Recommendation: 09/11/2025; Recommended approval (7-0)

First reading approval was given on October 21, 2025.

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

Ordinance No.: 2025-088 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 3: Zoning Districts Sec. 17-3.2. Residential Base Zoning Districts, (i) RD-MV: Residential Two-Family Mill Village District

Proposal: Amend the Unified Development Ordinance, Chapter 17, Article 3: Zoning Districts Sec. 17-3.2. Residential Base Zoning Districts (i) RD-MV: Residential Two-Family Mill Village District to modify requirements for two-family dwellings.

Applicant: Andrew Livengood, Zoning Administrator

Staff Recommendation: Staff Sponsored

PC Recommendation: 09/11/2025; Recommended approval (7-0)

First reading approval was given on October 21, 2025.



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7. 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

First reading approval was given on October 21, 2025.

8. Ordinance No.: 2025-090 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-2 Permits for Group Use of Parks or a Festival

First reading approval was given on October 21, 2025.

9. 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)

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

10. Ordinance No.: 2025-081 - Granting an encroachment to Robert Monetti for the use of the right of way area of the 1500 block of Daly Street for the installation and maintenance of a block retaining wall and stairs adjacent to 3125 Longleaf Road, Richland County TMS# 13902-03-04

First reading approval was given on October 21, 2025.

11. Ordinance No.: 2025-082 - Amending Ordinance 2025-003 and Ordinance 2023-065 to grant an encroachment to Gadsden & Greene, LLC, for use of the right of way area of the 700 block of Greene Street for the installation and maintenance of stairs within the Greene Street right-of-way adjacent to 737 Gadsden Street, TMS# 08915-12-01

First reading approval was given on October 21, 2025.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, OCTOBER 28, 2025

ZONING / PLANNING MATTERS - SECOND READING

12. MAJOR AMENDMENT TO PLANNED DEVELOPMENT - Bull Street Neighborhood Planned Development - Properties generally bound by Bull Street, Colonial Drive, Harden Street, and Calhoun Street, TMS#s 09016-16-02; 09113-15-01; 09113-16-01 through -13; 09113-17-01; 11404-09-01 through -32; 11404-10-01 through -09; 11404-11-01, -03, -04, -05; 11404-12-01; 11501-01-01 (portion), -02, -03, -04, -06, -09, -12, -13, -14, -16, -18 through -26; 11501-02-01 through -04; 11501-03-01; 11501-04-01; 11501-05-01; 11501-06-01; 11502-03-01 through -07

Ordinance No.: 2025-087 - Amending the Bull Street Neighborhood Planned Development District (PD)

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

Council District: 2

Applicant: Chandler Cox, BullStreet Development, LLC

Staff Recommendation: Approval

PC Recommendation: 09/11/2025; Recommended approval (6-0)

First reading approval was given on October 21, 2025.

ORDINANCES - FIRST READING

13. Ordinance No.: 2025-089 - Granting an encroachment to 2222 LLC for the use of the right of way areas of the 2200 and 2300 blocks of Main Street, the 2100 and 2200 blocks of Sumter Street, the 1200 block of Franklin Street and the 1200 block of Scott Street for the installation and maintenance of sidewalks, landscaping and irrigation adjacent to 2222 Main Street, Richland County TMS# 09016-02-06
14. Ordinance No.: 2025-091 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Project Senate TMS # R08916-02-09)

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



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OTHER MATTERS

15. Council is asked to consider a funding request in the amount of \$50,000.00 from Bull Market for eligible expenditures associated with the Bull Market Fest 2026.

Funding Source: Fiscal Year 2025/2026 Hospitality Tax Fund

16. Council is asked to consider a funding request in the amount of \$20,000.00 from the Koger Center for the Arts for eligible expenditures associated with the Blind Boys of Alabama performance.

Funding Source: Fiscal Year 2025/2026 Hospitality Tax Fund

COMMITTEE REPORTS, REFERRALS AND NEW BUSINESS

PUBLIC INPUT

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

EXECUTIVE SESSION

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

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

ADJOURNMENT



MEETING DATE: October 28, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the October 21, 2025
Work Session and Regular Meeting Minutes.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** MN_10212025_WS (DOCX)
- **#b:** MN_10212025 (DOCX)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 21, 2025

CALL TO ORDER

The Columbia City Council conducted a Work Session on Tuesday, October 21, 2025 at City Hall (Council Chambers), 1737 Main Street, Columbia, South Carolina 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 2:55 p.m. and the following members were present: The Honorable Edward H. McDowell, Jr., The Honorable Will Brennan, Mayor Pro-Tempore, The Honorable Aditi Bussells, The Honorable Peter M. Brown, and The Honorable Tyler D. Bailey. The Honorable Tina N. Herbert 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

EXECUTIVE SESSION

Upon a motion made by Mr. Brennan and seconded by Mr. Bailey, Council voted unanimously to enter into Executive Session at 2:56 p.m. for the discussion of **Items 1 and 2**.

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to amend the agenda by adding External Funding Requests to **Item 2** (Receipt of legal advice relating to matters covered by attorney-client privilege pursuant to S.C. Code 30-4-70(a)(2)).

1. Discussion of negotiations incident to proposed contractual arrangements pursuant to S. C. Code §30-4-70(a)(2) **Received as information**
 - *Three Rivers Music Festival*
 - *Bull Street Development Agreement*
2. Receipt of legal advice relating to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2) **Received as information**
 - *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*



**COLUMBIA CITY COUNCIL MEETING MINUTES
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ADJOURNMENT

The meeting was adjourned at 4:15 p.m.

Respectfully submitted:

Erika D. Moore Hammond, MMC, CPM
City Clerk



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 21, 2025

CALL TO ORDER

The Columbia City Council conducted a regular meeting on Tuesday, October 21, 2025 at City Hall (Council Chambers), 1737 Main Street, Columbia, South Carolina 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 4:21 p.m. and the following members were present: The Honorable Edward H. McDowell, Jr., The Honorable Will Brennan, Mayor Pro-Tempore, The Honorable Aditi Bussells, The Honorable Peter M. Brown, and The Honorable Tyler D. Bailey. The Honorable Tina N. Herbert was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

INVOCATION

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

ADOPTION OF AGENDA

Upon a motion made by Mr. Bailey and seconded by Mr. McDowell, Council voted unanimously to adopt the agenda subject to adding a referral to split the Design Development Review Commission into two boards to the Administrative Policy Committee and adding the discussion of the employment of an employee pursuant to S.C. Code §30-4-70(a)(1) – Municipal Court.

Mayor Rickenmann took a moment of personal privilege to recognize Ms. Teresa Wilson, City Manager for being awarded the Outstanding Black Alumni Award by the University of South Carolina.

PUBLIC INPUT

No one appeared at this time.

APPROVAL OF MINUTES

1. Council is asked to approve the October 7, 2025 City Council Meeting Minutes.
– *Approved*

Upon a motion made by Mr. McDowell and seconded by Dr. Bussells, Council voted unanimously to approve the October 7, 2025 City Council Meeting Minutes.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 21, 2025

PRESENTATIONS

2. Domestic Violence Awareness Month Proclamations

- *Sistercare*
- *South Carolina Coalition Against Domestic Violence and Sexual Assault*

Ms. Teresa Wilson, City Manager encouraged citizens to participate in the Mayor's Walk against Domestic Violence on Saturday October 25, 2025 at Paige Ellington Park.

Mayor Rickenmann and members of City Council proclaimed October 2025 as Domestic Violence Awareness Month in the City of Columbia.

Ms. Leah Wicevic, CEO / SisterCare, Inc. expressed gratitude for the City's continued partnership in supporting survivors of domestic violence. She noted the City's engagement through fundraising events, toiletry drives, and awareness activities. Ms. Wicevic cited that 42% of South Carolina women experience domestic violence in their lifetime and encouraged collective efforts to change that statistic.

Ms. Charity Collier, MA, Director for Systems Advocacy & Office Administration/ South Carolina Coalition Against Domestic Violence and Sexual Assault thanked City Council for their efforts to raise awareness about domestic violence. She emphasized the value of collaborating with the City and expressed hope that continued partnership will lead to meaningful progress.

Ms. Teresa Wilson, City Manager recognized the staff of the Public Relations, Media & Marketing Department for their year round support of the domestic violence efforts.

CONSENT AGENDA ITEMS 3 THROUGH 9

Upon a single motion made by Mr. McDowell and seconded by Mr. Bailey, Council voted unanimously to approve **Consent Agenda Items 3** through **9**.

Councilor Brown highlighted **Item 7** (new Construction Contract for Southeast Park Community Center) as a reflection of City Council's continued support for parks and recreation.



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Mr. Todd Martin, City Landscape Architect shared that the new Southeast Park Community Center will feature indoor and outdoor restrooms, a covered deck overlooking the pond, and a multipurpose event space for classes and community gatherings. The facility will include pro shops for tennis and pickleball, a small kitchenette, making it a versatile addition and valuable investment for the community.

There was discussion about business relationships with providers at the community center and adding a pro shop at the Columbia Tennis Center.

Dr. Bussells highlighted **Item 4** (a new Professional Services Contract for a comprehensive housing plan to provide quality and affordable housing in targeted neighborhoods) as an expansion of efforts to provide quality and affordable housing for City employees in targeted neighborhoods.

Ms. Teresa Wilson, City Manager noted that the contract is an important step forward and reflects City Council's direction to bring additional professionals to the table. She explained that it will allow the City to move efficiently in building homes through an organized process that utilizes state and federal funds.

3. Council is asked to approve the Purchase of an XplorIR Handheld Gas Identification System, as requested by the Columbia Fire Department on September 23, 2025. Award to All Safe Industries using the Helping Governments Across the Country Cooperative Contract (HGAC) in the amount of \$69,483.34. This vendor is located in Louisville, KY. – *Approved*

Funding Source: Homeland Security Grant Control-Midlands Regional Weapons of Mass Destruction Hazardous Materials-Machinery and Equipment-Capital (2549999-9611000225-658300) \$55,000.00; Homeland Security Grant Control-Midlands Regional Weapons of Mass Destruction Hazardous Materials-Machinery and Equipment-Capital (2549999-9611000222-658300) \$2,702.86; Homeland Security Grant Control-Midlands Regional Weapons of Mass Destruction Hazardous Materials-Special Department Supplies (2549999-9611000222-627100) \$8,003.57; Homeland Security Grant Control-Midlands Regional Weapons of Mass Destruction Hazardous Materials-Cloud Based Software Solutions (2549999-961100022-632170) \$3,776.91. The original budget amount is \$69,483.34.



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4. Council is asked to approve a new Professional Services Contract for a comprehensive plan to provide quality and affordable housing in targeted neighborhoods, as requested by City Administration on September 30, 2025. Award to The CEBA Group in an amount not to exceed \$168,000. The term of this contract is two (2) years with the option to renew for two (2) additional two (2) year periods. This firm is located in Columbia, SC. - *Approved*

Funding Source: Affordable and Mixed Income Housing Fund - Professional Services (2214324-636600).

5. 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 South Carolina State Contract in the total amount of \$240,927.92. - *Approved*

Item	Vendor	Vehicles	Procurement Method	Amount
a.	Dick Smith Ford, Inc. Columbia, SC	One (1) 2026 Ford F-350 SWR Pickup Truck for the Traffic Engineering Division, as requested on September 19, 2025.	SC State Contract #4400035139	\$60,747.00
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$60,747.00.</i>				
b.	COS Chevrolet, LLC dba Hendrick Chevrolet Columbia, SC	Two (2) 2026 Chevy Crew Cab Silverado Trucks for the Street Division, as requested on September 18, 2025.	SC State Contract #4400037566	\$95,996.00
<i>Funding Source: Streets-Storm Drains - Auto, Trucks, Heavy Equipment - Capital (5534203-658500). The original budget amount is \$95,996.00.</i>				
c.	COS Chevrolet, LLC dba Hendrick Chevrolet Columbia, SC	Three (3) 2026 Trailblazer Front Wheel Drive SUVs for the Water Customer Care Division, as requested on October 07, 2025.	SC State Contract #4400037566	\$84,184.92
<i>Funding Source: Water Customer Care Division (Meter Reading) - Auto, Trucks, Heavy Equipment - Capital (5516202-658500). The original budget amount is \$84,184.92.</i>				
Total				\$240,927.92



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6. Council is asked to approve the Purchase, Installation, and Monitoring of Video Security Cameras for twenty (20) parks and sites, as requested by the Parks and Recreation Department on September 29, 2025. Award to Motorola Solutions, Inc., for an initial term of five (5) years with the option to renew for three (3) additional one-year periods in an amount not to exceed \$157,836.94 for year one. This vendor is located in Lexington, SC. – *Approved*

Funding Source: Parks - Buildings and Grounds - Maintenance and Service Contract (1015104-638200). The original budget amount is \$157,836.94.

7. Council is asked to approve a new Construction Contract for Southeast Park Community Center, as requested by the Parks and Recreation Department on April 6, 2025. Award to Hammer Construction, LLC, in an amount not to exceed \$1,559,190.47, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date three hundred sixty (360) days from commencement. This contractor is located in Columbia, SC. – *Approved*

Funding Source: General Capital Projects - Southeast Park - Capital Project Costs (4039999-PK006405-658650). The original budget amount is \$1,559,190.47.

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with an 8% CDBE goal. The CDBE Goal was exceeded at 10.10%.

Hammer Construction, LLC is the prime contractor and will provide supply material review, and construction management services at 55.92% (\$753,100.00) of the total contract amount.

The following subcontractors will provide additional services/supplies:

Frank's Electric Services, a CDBE, located in Columbia, SC, will provide electrical services at 10.10% (\$136,000.00) of the total contract amount.

Crumpton Plumbing, LLC, located in Lexington, SC, will provide plumbing services at 4.75% (\$64,000.00) of the total contract amount.

J.R. Fallaw Mechanical Services, LLC, located in Gilbert, SC, will provide mechanical work services at 7.87% (\$106,000.00) of the total contract amount.

Watts and Associates Roofing, located in Columbia, SC, will provide roofing services at 3.92% (\$52,800.00) of the total contract amount.

Emis Construction, LLC, located in Columbia, SC, will provide masonry services at 4.00% (\$54,000.00) of the total contract amount.



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Cartercon of SC, located in Blythewood, SC, will provide concrete services at 6.98% (\$94,000.00) of the total contract amount.

Collins and Wright, Inc., located in Columbia, SC, will provide drywall services at 3.42% (\$46,000.00) of the total contract amount.

Granco, Inc., located in Lugoff, SC, will provide standard aluminum storefront glass/glazing services at 3.04% (\$40,900.00) of the total contract amount.

8. Council is asked to approve new Sole Source Contracts for several City Departments. Award to multiple vendors in the total amount of \$1,867,206.15. The initial term of the contracts 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.	JWC Environmental, Inc. Costa Mesa, CA	New Muffin Monster motors, inserts, and replacement parts for the Metro Wastewater Treatment Plant, as requested by Columbia Water on September 23, 2025.	\$100,000.00
<i>Funding Source: Utilities Metro Wastewater Plant – Machinery and Equipment Capital (5516208-658300). The original budget amount is \$100,000.00.</i>			
b.	Evoqua Water Technologies, LLC Waukesha, WI	Field Service Inspections and Preventative Maintenance for eight (8) External Lift Screw Pumps for the Metro Wastewater Treatment Plant, as requested by Columbia Water on September 26, 2025.	\$160,233.00
<i>Funding Source: Utilities Metro Wastewater Plant – Equipment Repair/Service Supply (5516208-631800). The original budget amount is \$160,233.00.</i>			
c.	Opportunity Space, Inc. dba Tolemi Boston, MA	Tolemi's Building Blocks Software for Code Enforcement, as requested by the Columbia Police Department on September 17, 2025.	\$118,000.00
<i>Funding Source: Police Administrative Services – Software License (1012402-627510). The original budget amount is \$118,000.00.</i>			



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d.	WRG Fire Training Simulation Systems, Inc. Newberg, OR	Purchase, construction, and installation of Specialized Fire Training Equipment and Training Modules for the New Burn Training Building, as requested by the Columbia Fire Department on October 8, 2025.	\$1,488,973.15
<i>Funding Source: General Capital Projects – Burn Building Replacement – Capital Project Costs (4039999-CP106006-658650). The original budget amount is \$1,488,973.15.</i>			
Total			\$1,867,206.15

9. 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 – *Approved on second reading.*

First reading approval was given on October 7, 2025.

ORDINANCES - FIRST READING

10. 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.

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, 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).

11. Ordinance No.: 2025-081 - Granting an encroachment to Robert Monetti for the use of the right of way area of the 1500 block of Daly Street for the installation and maintenance of a block retaining wall and stairs adjacent to 3125 Longleaf Road, Richland County TMS# 13902-03-04 – *Approved on first reading.*



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Upon a motion made by Mr. Brennan and seconded by Mr. Brown, Council voted unanimously to give first reading approval to Ordinance No.: 2025-081 - Granting an encroachment to Robert Monetti for the use of the right of way area of the 1500 block of Daly Street for the installation and maintenance of a block retaining wall and stairs adjacent to 3125 Longleaf Road, Richland County TMS# 13902-03-04.

12. Ordinance No.: 2025-082 - Amending Ordinance 2025-003 and Ordinance 2023-065 to grant an encroachment to Gadsden & Greene, LLC, for use of the right of way area of the 700 block of Greene Street for the installation and maintenance of stairs within the Greene Street right-of-way adjacent to 737 Gadsden Street, TMS# 08915 – *Approved on first reading.*

Upon a motion made by Dr. Bussells and seconded by Mr. Brennan, Council voted unanimously to give first reading approval to Ordinance No.: 2025-082 - Amending Ordinance 2025-003 and Ordinance 2023-065 to grant an encroachment to Gadsden & Greene, LLC, for use of the right of way area of the 700 block of Greene Street for the installation and maintenance of stairs within the Greene Street right-of-way adjacent to 737 Gadsden Street, TMS# 08915-12-01.

13. Ordinance No.: 2025-090 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-2 Permits for Group Use of Parks or a Festival – *Approved on first reading.*

Ms. Teresa Wilson, City Manager clarified that this ordinance does not involve any changes to user fees but instead updates language to specify permit requirements for the use of covered areas in certain parks.

Upon a motion made by Mr. McDowell and seconded by Mr. Brown, Council voted unanimously to give first reading approval to Ordinance No.: 2025-090 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-2 Permits for Group Use of Parks or a Festival.

PUBLIC HEARING & ORDINANCE FIRST READING

14. 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 – *Approved on first reading.*



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Mr. Kenya Bryant, Director of Parks and Recreation shared his excitement for the upcoming grand reopening of Finlay Park, which is also known as the “jewel of the city.” He explained that the proposed user fees are designed to align with the City’s \$25 million investment in the park’s renovation.

Council opened the public hearing at 4:44 p.m.

No one appeared at this time.

Council closed the public hearing at 4:45 p.m.

Upon a motion made by Mr. McDowell and seconded by Mr. Brown, Council voted unanimously to give first reading approval to 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 & FIRST READING FOR ZONING / PLANNING MATTERS

Council opened the public hearing at 4:45 p.m.

15. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for SW/S Holloway Road, TMS# 19201-01-04 - *Deferred*

Ordinance No.: 2025-084 - Annexing SW/S Holloway Road, Richland County TMS # 19201-01-04 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map - Deferred

Proposal: Request to annex the property, assign the land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Residential Single Family – Small Lot District (RSF-3) 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: Alexander Forbes Patterson, Trustee and Toma T. Patterson, Trustee

Staff Recommendation: Approval

PC Recommendation: 09/11/2025; Recommended approval (7-0)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 21, 2025

Ms. Cora Swink, Capitol View Area Neighborhood Association expressed concerns about the new development of 835 homes in the area, noting that a two-year traffic study showed the project would worsen congestion and strain local infrastructure. She emphasized that nearby schools are already over capacity and stated the community cannot accommodate additional growth at this time.

Ms. Cindy Clough, Holloway Road resident opposed the proposed rezoning, noting the street's long-standing medium-density character. She warned that allowing small-lot development would add up to twelve homes where only three fit, alter the neighborhood, and worsen traffic. With nearby projects like Cassetta Pines adding over 600 homes and Burnside Elementary already at capacity, she urged City Council to preserve the area's existing character and deny the change.

Mr. Jeremy Lechner, Civil Engineering of Columbia stated that while the adjacent project was deferred, any homes built on the current parcel would be accessed from Patterson Road, not Holloway Road. He noted that traffic studies have been conducted in coordination with SCDOT, and the developer has met with City staff and plans to meet with the public before the next Planning Commission meeting.

Councilor Brown expressed concern about the proposed development. Based on staff and Planning Commission recommendations, he had not anticipated neighborhood opposition. He suggested taking additional time to visit the area with Councilor Brennan and further discuss potential considerations before moving forward.

There was a request to share the traffic study and other due diligence materials with City Council.

Upon a motion made by Mr. Brown and seconded by Mr. McDowell, Council voted unanimously to defer the public hearing and first reading of the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for SW/S Holloway Road, TMS# 19201-01-04 **and** Ordinance No.: 2025-084 - Annexing SW/S Holloway Road, Richland County TMS # 19201-01-04 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.



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16. ZONING MAP AMENDMENT for 1125 Rosewood Drive, TMS# 11207-04-03 – *Approved on first reading.*

Ordinance No.: 2025-083 - Amending the Official Zoning Map to modify the zoning for 1125 Rosewood Drive, Richland County TMS # 11207-04-03 – Approved on first reading.

Proposal: Request to rezone the property from Community Activity Center/Corridor District (CAC) to Mixed Use District (MU-2).

Council District: 3

Applicant: Steve McNair, McNair Development

Staff Recommendation: Approval

PC Recommendation: 08/14/2025; Deferred by Planning Commission (4-2) and 09/11/2025; Recommended approval (6-1)

Mr. George McCutchen shared plans for a proposed \$44 to \$49 million development featuring 71 townhomes. He emphasized that the project supports smart growth by promoting density and could help alleviate traffic along Garners Ferry Road.

Mayor Rickenmann praised the project as an ideal option for young professionals seeking to live near downtown, noting that many leave Columbia for cities offering walkable communities where they can enjoy urban convenience while maintaining personal space and mobility.

Councilor Brennan acknowledged that the project is still in its conceptual phase and not yet bound by annexation terms. He commended the plan's potential for strong pedestrian density and encouraged the inclusion of sidewalks, proper infrastructure, and possible regrading along Olympia Avenue near the railroad tracks. He added that continued discussions on infrastructure investment would be beneficial as the project advances.

Mr. Steve McNair, applicant described the project as a high-quality, three-story urban infill development similar to one his company built in Greenville. Partnering with Lenar Homes, he said the goal is to meet demand from young professionals seeking city living in Columbia and other Carolina markets. He expressed confidence in the project's design and location, adding that he plans to purchase a unit himself.

There was discussion about target market rates and affordability.



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Upon a motion made by Mr. Brennan and seconded by Mr. Brown, Council voted unanimously to give first reading approval to the Zoning Map Amendment for 1125 Rosewood Drive, TMS# 11207-04-03 ; Ordinance No.: 2025-083 - Amending the Official Zoning Map to modify the zoning for 1125 Rosewood Drive, Richland County TMS # 11207-04-03; Annexation, Future Land Use Map Amendment, And Zoning Map Amendment For 1027 Rosewood Drive ; and Ordinance No.: 2025-086 - Annexing 1027 Rosewood Drive, Richland County TMS # 11203-05-03 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

17. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1027 Rosewood Drive, TMS# 11203-05-03 – *Approved on first reading.*

Ordinance No.: 2025-086 - Annexing 1027 Rosewood Drive, Richland County TMS # 11203-05-03 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading.

Proposal: Request to annex the property, assign the land use classification of Urban Core Neighborhood Activity Center (UCAC-1) and assign zoning of Mixed Use District (MU-2) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned General Commercial (GC) by Richland County.

Council District: 3

Applicant: Seawell & Sons, LLC / Steve McNair

Staff Recommendation: Approval

PC Recommendation: 08/14/2025; Deferred by Planning Commission (4-2) and 09/11/2025; Recommended approval (6-1)

Upon a motion made by Mr. Brennan and seconded by Mr. Brown, Council voted unanimously to give first reading approval to the Zoning Map Amendment for 1125 Rosewood Drive, TMS# 11207-04-03 ; Ordinance No.: 2025-083 - Amending the Official Zoning Map to modify the zoning for 1125 Rosewood Drive, Richland County TMS # 11207-04-03; Annexation, Future Land Use Map Amendment, And Zoning Map Amendment For 1027 Rosewood Drive; and Ordinance No.: 2025-086 - Annexing 1027 Rosewood Drive, Richland County TMS # 11203-05-03 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.



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18. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 930 Brantley Street, TMS# 07306-02-32 – *Approved on first reading.*

Ordinance No.: 2025-085 - Annexing 930 Brantley Street, Richland County TMS # 07306-02-32 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading.

Proposal: Request to annex the property, assign the land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of Residential Single Family – Large Lot District (RSF-1) for a pending annexation. The property is currently classified as Mixed Residential (High Density) within a Priority Investment Area and zoned Residential 2 (R2) by Richland County.

Council District: 2

Applicant: People's Holdings, LLC

Staff Recommendation: Approval

PC Recommendation: 09/11/2025; Recommended approval (7-0)

No one appeared at this time.

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 930 Brantley Street, TMS# 07306-02-32 **and** Ordinance No.: 2025-085 - Annexing 930 Brantley Street, Richland County TMS # 07306-02-32 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

19. ZONING MAP AMENDMENT for 5003 Rhett Street, TMS# 11701-10-03 – *Approved on first reading.*

Ordinance No.: 2025-050 - Amending the Official Zoning Map to modify the zoning for 5003 Rhett Street, Richland County TMS # 11701-10-03 – Approved on first reading.

Proposal: Request to rezone the property from Neighborhood Activity Center/Corridor District in the North Main Corridor Design Overlay District (NAC, OV-NMC) to Community Activity Center/Corridor District in the North Main Corridor Design Overlay District (CAC, OV-NMC).



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Council District: 1

Applicant: Ronita Caesar

Staff Recommendation: Denial

PC Recommendation: 03/13/2025; Deferred by applicant and 05/08/2025; Approval (6-0)

Ms. Ronita Caesar, applicant requested the ability to move forward with the tire and rim shop at 5003 Rhett Street, noting the property was purchased from the City last year for that purpose. She stated the rezoning was previously approved and she has garnered support with nearly 400 community signatures and a letter of endorsement.

Upon a motion made by Mr. McDowell and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to the Zoning Map Amendment for 5003 Rhett Street, TMS# 11701-10-03 **and** Ordinance No.: 2025-050 - Amending the Official Zoning Map to modify the zoning for 5003 Rhett Street.

20. MAJOR AMENDMENT TO PLANNED DEVELOPMENT - Bull Street Neighborhood Planned Development - Properties generally bound by Bull Street, Colonial Drive, Harden Street, and Calhoun Street, TMS#s 09016-16-02; 09113-15-01; 09113-16-01 through -13; 09113-17-01; 11404-09-01 through -32; 11404-10-01 through -09; 11404-11-01, -03, -04, -05; 11404-12-01; 11501-01-01 (portion), -02, -03, -04, -06, -09, -12, -13, -14, -16, -18 through -26; 11501-02-01 through -04; 11501-03-01; 11501-04-01; 11501-05-01; 11501-06-01; 11502-03-01 through -07 – *Approved on first reading.*

Ordinance No.: 2025-087 - Amending the Bull Street Neighborhood Planned Development District (PD) – Approved on first reading.

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

Council District: 2

Applicant: Chandler Cox, BullStreet Development, LLC

Staff Recommendation: Approval

PC Recommendation: 09/11/2025; Recommended approval (6-0)



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Mr. Andrew Livengood, Annexation Coordinator / Planning and Development Services Department explained that the request impacts properties generally bounded by Bull Street, Colonial Drive, Harden Street, and Calhoun Street, known collectively as the Bull Street District. Unlike a typical map or zoning amendment, this proposal represents a major change to the planned development text itself rather than its boundaries. Specifically, the amendment seeks to update language within the Bull Street Planned Development District to permit structures up to ten stories in height.

Ms. Elizabeth Marks, 1908 Henderson Street voiced concerns that the proposed 10-story height amendment extends beyond Colonial Drive to include Bull and Harden Streets. She noted the change could impact the nearby Robert Mills Historic District and Cottontown neighborhood and requested a deferral to allow residents more time to review the proposal.

Ms. Chandler Cox, applicant clarified that the proposed amendment to the Bull Street form-based code does not alter the existing special district boundaries established in 2012. Instead, it seeks to allow buildings up to ten stories in both designated sections, whereas only one currently permits that height. She emphasized that any project exceeding the original six-story limit must undergo review and approval by the Development Review Board and other city processes, rather than being allowed by right.

There was discussion about having additional dialogue with the Robert Mills, Cottontown, and Elmwood Park neighborhoods; impact on traffic density; and the need for an updated traffic study.

Upon a motion made by Mr. McDowell and seconded by Mr. Brown, Council voted [5 to 1] to give first reading approval to Ordinance No.: 2025-087 - Amending the Bull Street Neighborhood Planned Development District (PD) subject to scheduling a follow up meeting between Hughes Development, city staff, and neighborhood representatives before second reading. Mr. Brown, Dr. Bussells, Mr. Brennan, Mr. McDowell, and Mayor Rickenmann voted aye. Mr. Bailey voted nay.

21. AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE to Amend standards for duplexes and setbacks in RD-MV District – *Approved on first reading.*

Ordinance No.: 2025-088 - 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 first reading.



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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 modify requirements for two-family dwellings.

Applicant: Andrew Livengood, Zoning Administrator

Staff Recommendation: Staff Sponsored

PC Recommendation: 09/11/2025; Recommended approval (7-0)

No one appeared at this time.

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to Ordinance No.: 2025-088 - 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.

Council closed the public hearing at 5:35 p.m.

PUBLIC HEARING

22. Resolution No.: R-2025-071 - Supporting the Housing Authority of the City of Columbia engaging in the Disposition of 1707 S. Beltline Blvd, 1721 Springwood Lakes Drive, 1744 Springwood Lakes Drive, and 219 Windsor Point Road, TMS # R-13608-01-12, R-17012-01-59, R-17012-01-67, and R-17014-03-01 – *Approved*

Council opened the public hearing 5:35 p.m.

No one appeared at this time.

Council closed the public hearing at 5:36 p.m.



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Upon a motion made by Mr. Bailey and seconded by Dr. Bussells, Council voted unanimously to approve Resolution No.: R-2025-071 - Supporting the Housing Authority of the City of Columbia engaging in the Disposition of 1707 S. Beltline Blvd, 1721 Springwood Lakes Drive, 1744 Springwood Lakes Drive, and 219 Windsor Point Road, TMS # R-13608-01-12, R-17012-01-59, R-17012-01-67, and R-17014-03-01.

RESOLUTIONS

23. Resolution No.: R-2025-072 - Authorizing Release and Abandonment of an Existing 66' City Access, Utility and Storm Drainage Easement along Richland County TMS#15000-02-27 & TMS#15000-02-04 for Projects Associated with Scout Motors; Community Road; CF#250-674 – *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. McDowell, Council voted unanimously to approve Resolution No.: R-2025-072 - Authorizing Release and Abandonment of an Existing 66' City Access, Utility and Storm Drainage Easement along Richland County TMS#15000-02-27 & TMS#15000-02-04 for Projects Associated with Scout Motors; Community Road; CF#250-674.

CITY COUNCIL COMMITTEE REPORTS, REFERRALS AND NEW BUSINESS

Upon a motion made by Mr. McDowell and seconded by Mr. Bailey, Council voted unanimously to refer a proposal to split the Design Development Review Commission into two boards to the Administrative Policy Committee, as requested by the Planning and Development Services Department.

Mayor Rickenmann explained that the split will be beneficial because of the differences between commercial and residential properties.

Councilor Bailey reported that the Arts, Historic Preservation, and Philanthropy Committee met earlier today. He highlighted a presentation by Mr. Rashawn Merrick, CEO of the Creative Culture Brand. They will host the Hair and Lipstick event on Saturday, October 25, 2025

Councilor Brown recommended strengthening collaboration between the Town and Gown Initiative, the Economic Development Committee, and the private sector to expand internship opportunities. He noted discussions following a candidate forum at Columbia College about developing a more comprehensive citywide internship program to retain young talent.



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Mayor Rickenmann highlighted the Columbia Hiring Fair at the Convention Center, noting that more than 300 people attended. He shared that many participants were unaware of the City's internship program or job opportunities.

Councilor Bailey inquired about a dog catcher and catching stray dogs.

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water explained that the City's Animal Services Division operates under Public Works and has officers on call to respond to reports of aggressive or roaming dogs. He noted that if incidents occur outside city limits, Richland County's Animal Control officers handle those cases.

Dr. Bussells suggested improving MyColaSC to better handle service requests involving state-maintained roads. She noted that when residents report potholes on state roads, the requests are marked "resolved" because they fall outside the City's jurisdiction, leaving users uncertain about next steps. She recommended exploring ways to provide clearer follow-up or integration with SCDOT's system so residents can see when their requests are forwarded rather than prematurely closed.

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water agreed and suggested adding a clear notice when an issue is forwarded to SCDOT, including contact information and confirmation that the request was pushed to the state. He also recommended working with SCDOT's technical staff to include a direct link to their online reporting system.

PUBLIC INPUT

Ms. Diane Wiley, 4036 Webb Street expressed opposition to a garbage service proposed near Beltline, Scurry, and Bronx Streets. She noted that the area is primarily residential and not suited for such operations. She is gathering petition signatures to demonstrate community opposition.

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



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EXECUTIVE SESSION

Upon a motion made by Mr. Brennan and seconded by Mr. McDowell, Council voted unanimously to enter into Executive Session at 5:55 p.m. for the discussion of **items 24 and 25** as amended to include External Funding Requests as part of item 24; the discussion of the employment of an employee pursuant to S.C. Code §30-4-70(a)(1) – Municipal Court; discussion of negotiations incident to proposed contractual arrangements pursuant to S. C. Code §30-4-70(a)(2) – Three Rivers Music Festival and Bull Street Development Agreement as published on the Work Session agenda; and 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 as published on the Work Session agenda.

24. Receipt of legal advice relating to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)
 - *Homeless Services*
25. 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*
26. Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S.C. Code §30-4-70(a)(2)
 - *Modesta Brinkman, David Brinkman, Robert Collins, Carl Foster, Karen Foster, James Coleman v. City of Columbia (2015-CP-40-05598)*
 - *Tammy Lynn Helfrich v. City of Columbia (2024-CP-40-00797)*



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ADJOURNMENT

The meeting was adjourned at 8:18 p.m.

Respectfully submitted:

Erika D. Moore Hammond, MMC, CPM
City Clerk



MEETING DATE: October 28, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Sole Source Contract for Wastewater Train 1 Primary Clarifier Equipment at the Metro Wastewater Treatment Plant, as requested by Columbia Water on May 16, 2025. Award to Evoqua Water Technologies, LLC, in an amount not to exceed \$593,353.60. 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 additional one-year period. This vendor is located in Waukesha, WI.

REQUISITION NO.: R234394

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Metro Wastewater Plant - Equipment Repair/Service Supply (5516208-631800). The original budget amount is \$593,353.60.

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:** Council Memo (PDF)
- **#b:** Evoqua SSA (PDF)
- **#c:** Evoqua 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

DATE: October 28th, 2025

Subject: Recommendation for Approval
Evoqua Water Technologies Sole Source Purchase Order

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the Evoqua Water Technologies Purchase Order for Metro Wastewater Treatment Plant Division.

The Sole Source Purchase Order amount is \$593,353.60. This request is to fund the procurement and installation of all components within the Train 1 Primary Clarifier.

The purpose of this procurement is to cover expenses for new parts and installation of standardized equipment that will allow for a future reduction in spare parts inventory and to have the clarifier rebuilt. This effort is part of a standardization initiative at the Metro WWTP to have all primary clarifiers operating on the same drives, shafts, sprockets, flights, chains, and valves. Failure to purchase this equipment and installation will result in the potential to not be able to treat peak flows as currently this clarifier basin is offline and out of service.

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

**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 **Evoqua Water Technologies, LLC** (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 **Five Hundred Ninty Three Thousand Three Hundred Fifty Three Dollars and 60/100, (\$593,353.60)** 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.

18. Mutual Waiver and Limitation of Liability. City and Seller (inclusive of their respective officers, directors, members, partners, subcontractors, and employees) will not be liable to each other for loss of profit or revenue, loss of use or business opportunity, loss of contract, cost of obtaining alternative performance, or for any indirect, consequential, special, incidental, treble, and punitive damages. The aggregate liability of each party, whether under contract law, in tort (including negligence), or under any other legal theory, is limited to the total amount actually paid by the City to Seller in the twelve (12) months prior to the event giving rise to a claim. ("Cap"). This Cap does not apply to: (a) respective costs, losses, or damages awarded to third parties for destruction of tangible property, (b) bodily injury, sickness, or death; and (c) gross negligence or willful misconduct.

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: _____

EVOQUA WATER TECHNOLOGIES, LLC

By: _____

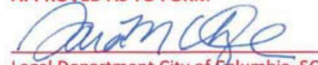
By: _____

Witness: _____

Title: _____

Date: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC

10/17/2025



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:	Chain and Flight Clarifier Equipment for Train 1 Rebuild
Estimated Budget:	\$593,353.60
Requisition Number:	R234394
End Using Department:	Metro WWTP
City Contracts/Project Mgr:	Stephen Sealey
Proposed Contractor:	Evoqua
Contractor Contact Info:	Chris Taylerson - ctaylerson@heyward.net

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 Date/Time verbal approval was obtained from Purchasing Agent:

☐ (1) threaten the functioning of city government

☐ (2) threaten the preservation or protection of property

☐ (3) threaten the health or safety of any person

☐ Procurement of information technology

☐ Leasing of real property for governmental use

☐ When purchasing through a competitive online bidding process, including, but not limited to, reverse auctions when the purchasing agent determines that online bidding is more advantageous than other procurement methods provided herein.

☐ Other

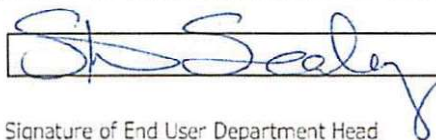
NOTE: Competitive sealed proposals exceptions will be noted as part of the Procurement and Contracts Department Solicitation Request Packet. Pertinent procurement information for State Contract and Cooperative Contracting procurements will be noted in Finance Enterprise.

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

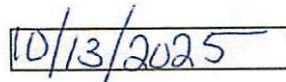
(Please justify why a Procurement Exception is determined to be in the best interest of the City to accommodate this project need and why a Competitive Sealed Bid (i.e., Invitation for Bid) would not. Briefly describe the scope of services and outline factors that are required for evaluation in addition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

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

The clarifier system, including the chains, valves and other connecting components, was originally designed by Evoqua approximately 15 years ago. These parts are custom-manufactured specifically for our system. Because the equipment is proprietary to Evoqua, utilizing another vendor would require a full redesign and replacement of the existing system.

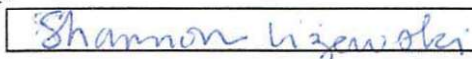


Signature of End User Department Head

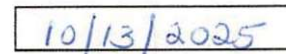


Date

NMG



Signature of Purchasing Agent



Date



To whom it may concern:

This is to confirm that Evoqua Water Technologies (EWT) is the sole source for Envirex™ Jet-Tech™, and Aqua-Lator™ systems.

We are the OEM, and retain all drawings and proprietary rights. Quoted parts are determined by taking into consideration performance requirements which are specific to the contract. This information can only be obtained from EWT and/or the local area representative.

EWT is the sole source for trained and certified field service techs for our equipment. Heyward-Charlotte Incorporated is our local area representative for installations in North and South Carolina.

If you should have any questions regarding this matter, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, reading "Douglas E. Pimlott". The signature is written in a cursive style with a large, stylized "D" and "P".

Doug Pimlott
Evoqua Water Technologies LLC
N19W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188
Tel: 262-521-8468
Fax: 262-521-8249
douglas.pimlott@evoqua.com
www.evoqua.com

EXHIBIT B

FIRM PROPOSAL

**COLUMBIA, SC – METRO WWTP
COLUMBIA, SC****C&S TURNKEY REPLACEMENT**

Quotation No: 708933 – 10/10/2025

Questions related to this Proposal should be directed to Evoqua's area sales representative:

SALES REPRESENTATIVE

Chris Taylerson
Heyward Incorporated
2101-A Cambridge Beltway Drive
Charlotte, NC 28273
Phone: (704) 591-0980
Email: CTaylerson@heyward.net





Quotation No.: 00708933R1

To: City of Columbia, SC

1. SUMMARY

Evoqua Water Technologies LLC (Evoqua) proposes to furnish the equipment specified in this Quotation in accordance to the scope of supply described in this quotation and subject to the Clarifications/Exceptions and Standard Terms of Sale stated herein.

The information in this quotation is confidential and/or proprietary and has been prepared solely for the recipient's use in considering the purchase of the equipment and/or services described herein. Transmission of all or any part of this information to others, or use by the recipient, for other purposes is expressly prohibited without Evoqua's prior written consent.

ITEM & DESCRIPTION	PRICE
CHAIN AND FLIGHT CLARIFIER EQUIPMENT – PER TANK	\$329,095 USD
DEMOLITION AND INSTALLATION – PER TANK	\$237,931 USD

Evoqua's price includes only the specific items detailed in this proposal. Items not specifically identified herein are to be furnished by others. Please refer to the excluded items in Section 4 of this proposal for a list of items to be furnished by others.

A. OPTIONS: An order for items quoted as an extra cost option, if any, will be accepted only when included with the basic equipment order.

B. FREIGHT: Pricing is FOB shipping point with standard freight allowed to the job site. Our price does include all costs for unloading, transporting on the site, phased shipments and storage. Columbia shall supply a suitable lay-down area for one (1) basin of equipment at a time in which Evoqua will be responsible for orderly upkeep.

C. QUOTATION VALIDITY: This proposal is valid for a period of five hundred and eighty-three (583) days from the date of this proposal unless extended in writing by Evoqua. Due to current raw material price fluctuation, Evoqua reserves the right to re-quote the equipment proposed herein after that time.

The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Evoqua reserves the right to adjust the pricing of the affected goods to reflect the increased costs. Evoqua is not obligated to deliver the goods and/or services until an agreement on the new price has been reached.

Due to volatility in material costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published *preliminary* MMPI is 324.278 (P) for April 2025. If the MMPI exceeds 330.896 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI exceeds 330.896.



Quotation No.: 00708933R1

D. SERVICE MANUALS: Our pricing includes an electronic version of the operation and maintenance (O&M) manual as an Adobe PDF file format only. If requested, Evoqua will supply hard copies of the service manual at the customers expense. Drawings will be supplied in an unchangeable PDF file format only. The rights to the content of Evoqua O&M manuals and drawings belong solely to Evoqua and Evoqua reserves the right to make changes to content at any time.

E. PAYMENT AND PRICE TERMS: The terms of payment are net 30 in accordance with the following milestones:

- 10% on order;
- 10% on drawing submittal delivery;
- 40% on shipment of equipment, or offer to ship;
- 40% progressive payments as job progresses.

F. CANCELLATION POLICY: If Evoqua is issued an order and the Buyer cancels or suspends its order for any reason other than Evoqua's breach, the Buyer shall promptly pay Evoqua for work performed prior to cancellation or suspension and any other costs incurred by Evoqua as a result of such cancellation or suspension. At a minimum, cancellation after executed contract will result in a cancellation fee of 10% of the total order value.

Evoqua's prices are exclusive of any taxes. If this project is not subject to sales or use tax, please issue a Tax-Exempt Certificate with any ensuing purchase order (P.O.). With no exemption or if this project is subject to sales or use tax, the Purchaser will be invoiced for taxes at the then-current rate of sales, use or other tax for the jobsite location.

2. DRAWING AND SHIPPING INFORMATION

Evoqua will furnish shop drawing submittals and equipment per the following project schedule:

- Submittal Drawings: Within fourteen (14) to sixteen (16) weeks from the date of final agreement by both parties.
- Submittal Drawing Reviews/Approvals: Within four (4) weeks from Evoqua's delivery of Submittal Drawings.
- Shipment of Equipment: Within twenty-two (22) to twenty-four (24) weeks after approval of Submittal Drawings*.
- Installation: Within two (2) to four (4) weeks after equipment delivery*.

*If Evoqua receives a PO for more than a single tank at a time, then we would need to adjust our lead times/installation schedule accordingly.

Evoqua has provided typical standard times and shipment dates. Actual times will be provided upon receipt of a Purchase Order based upon current backlog. Evoqua will work closely with the General Contractor and/or Engineer to provide delivery dates to meet the overall project schedule as possible.

If Submittal Drawing Reviews/Approvals are not received by Evoqua in accordance with the project schedule noted above, Evoqua shall be entitled to a reasonable extension of the *Shipment of Equipment* times and/or a reasonable increase in the contract price to cover costs incurred because of Submittal Drawing Review/Approval delays unless the delay is the fault of Evoqua.



Quotation No.: 00708933R1

3. EQUIPMENT SCOPE

The following equipment and services are included in Evoqua's scope of work:

EQUIPMENT

Under this item, Evoqua Water Technologies, LLC (Evoqua) proposes to furnish the following Envirex® equipment:

Two (2) 4-shaft primary chain and scraper sludge collector mechanisms for installation in one (1) existing concrete basin. Each collector mechanism will fit inside a channel 20 ft wide x 78 ft long x 13.33 ft side wall depth.

One (1) 3-shaft cross collector mechanisms for installation in the primary basin.

EQUIPMENT WILL CONSIST OF THE FOLLOWING: (each Collector)

- Speed reducer with motor.
- Drive base.
- Driver sprocket.
- Driven sprocket.
- Drive chain tightener.
- Chain guard.
- Shafting.
- Sprockets.
- Set collars.
- Bearings.
- Drive chain.
- Collector chain.
- Flights with filler blocks.
- Wear shoes.
- Associated attachment bolts and anchor bolts.

ELECTRICAL CONTROLS

Electrical controls are not included.

SPARE PARTS

Spare parts are not included in our price.

CORROSION PROTECTION

All ferrous metals, except as noted below, will be shop primed as noted under Section 7 of this quotation.

All steel shafting, including head shaft, Idler shafts and exposed machined surfaces will be solvent wiped, followed by one (1) coat of Evoqua standard shop preservative.

Fiberglass, plastic, aluminum, stainless steel and galvanized surfaces will not be painted.



Quotation No.: 00708933R1

SHIPPING INFORMATION FOR SLUDGE COLLECTORS

The equipment will be shipped as follows:

- Drive unit – Motor assembled to speed reducer - Palletized.
- Drive base – Palletized.
- Drive sprocket and overload device– Boxed and/or palletized.
- Chain guard – Shipped loose.
- Chain section lengths - Boxed and/or palletized.
- Flights - Grouped and banded together.
- Bearings, sprockets, wear shoes, and chain tightener - Boxed.
- Shafting - Banded in bundles.
- Anchors and assembly bolts - Bagged or boxed.

DEMOLITION AND INSTALLATION

Scope of work for the installation crew includes the replacement of two (2) C&S longitudinal collector mechanisms and one (1) cross collector mechanism.

- Personal gas monitors will be required and provided by Evoqua.
- Evoqua is responsible for this installation of all provided equipment.
- Evoqua is responsible for commissioning all provided equipment.
- Evoqua is responsible for test running the equipment prior to turning back over the equipment to plant operations.
- Evoqua and the owner are responsible for LOTO.
- Evoqua is not responsible for any concrete work.
- Evoqua is not responsible for any electrical work.
- Evoqua is not responsible for dewatering of basins.
- Evoqua will determine work schedules (seven (7) days a week, ten (10) hours a day).

Evoqua's price is based on the following surface protection, unless stated otherwise in this quotation:

- A. Submerged and non-submerged castings, steel plates and shapes: surfaces will be prepared by blast cleaning, then followed by one (1) shop coat of Tnemec Series N140F (color 1211 Red), 4.0 to 6.0 mils DFT.
- B. Shafting and exposed machined surfaces: solvent wiping, followed by one (1) coat of Evoqua's standard shop preservative.
- C. Wood, nonferrous materials, stainless steel, and galvanized surfaces: unpainted.
- D. Drive units and controls: manufacturer's standard.
- E. Fiberglass reinforced plastic (FRP): One (1) separately cured, pigmented, paraffinated gel coat to protect from UV degradation.

Prices are based on paints and surface preparations as outlined in this quotation. In the event an alternate paint system is selected, purchaser's order must advise of its selection. Evoqua will, at its sole discretion,



Quotation No.: 00708933R1

either adjust its price as necessary to comply or ship the material unpainted if compliance is not possible due to price considerations, application problems or environmental controls.

4. EXCLUDED ITEMS

The price from Evoqua includes only those items listed in this Quotation. The items listed below are excluded:

- Demolition and disposal of all used (existing) equipment and associated costs
- Scum pipes.
- Wear strips.
- Return tracks & return track brackets.
- Diaphragm plate.
- Seismic calculations.
- No prevailing wages.
- No hole watch – crew will wear gas monitors while inside the basin.
- No fire watch.
- Verification of the condition of the tanks to receive equipment.
- Electrical, hydraulic, or pneumatic controls.
- Wiring of motors or controls, MCC, control panels, or panel supports.
- Junction boxes or motor disconnect switches.
- Piping, valves, wall sleeves, gates, drains, weirs, baffles.
- Wall or floor sleeves.
- Floor grating, stairways, platforms, handrailing.
- Detail shop fabrication drawings.
- Laboratory, shop, or field testing.
- Special written process performance or extended mechanical warranties.
- Any components/offers left out, if applicable.
- Underwriters Laboratory inspection of electrical controls.

5. CLARIFICATIONS/EXCEPTIONS

The equipment specified herein shall conform to the specification sections referenced in Section 1 of Evoqua's Proposal to the extent they are technically applicable to Evoqua's scope of supply as described in this Proposal and subject to the following clarifications:

Article, Section	Clarifications/Proposed Modifications
	Lock Out Tag Out: Columbia shall be the primary lock, and Evoqua shall be the secondary lock. Both parties shall work together to ensure compliance with site safety.
	While Evoqua has extremely robust safety practices and standards, as this is Columbia property, Columbia's policies shall prevail.
	This proposal includes installation services. If installation services are not wanted, please refer to Firm Proposal_708933_No Install_Columbia SC_R4.
	Xylem's installation scope excludes demolition and disposal of existing equipment and associated costs. All existing anchors are assumed to be in good condition and



shall be re-used.

Evoqua's standard terms and conditions, including without limitation Evoqua's warranty obligations in Article 7 govern the purchase and sale of equipment, products, and related services, referred to in Evoqua's proposal. Evoqua's offer or acceptance is expressly conditioned on Buyer's assent to these terms. Evoqua rejects all additional or different terms in any of Buyer's forms or documents.

The Influent and Effluent criteria listed in the Bid Documents was used as the basis of design for equipment selection. Evoqua makes no express or implied performance warranty by offering equipment under this specification, unless specifically included in Evoqua's proposal. System performance may be impacted by factors outside of Evoqua's control. These factors may include but are not limited to site conditions including variation in flows and loadings, operator inputs, temperature, pH, toxic or inhibitory substances, and failure or limitations of other unit processes.

6. ADDITIONAL FIELD SERVICES

Should the Purchaser feel that additional services will be required, they can be purchased from Evoqua. Additional services may be purchased at the per diem rate stated below.

Evoqua's price does not include service of a factory field service technician during the time of installation of the equipment items.

In the event Purchaser wishes to videotape the Evoqua field service personnel during start-up and/or field service, Purchaser must execute Evoqua's standard "Videotape Agreement" in which the Purchaser shall expressly waive any claim against Evoqua, for injury or damage caused by inaccuracies or errors in such videotape(s), and acknowledge that such videotaping is done by Purchaser at its sole risk.

TERMS GOVERNING FIELD SERVICES: Services of a factory field service technician to inspect installation and/or first operation of the products specified in the quotation can be furnished by Evoqua at the following rates:

- A. Supervision or consultation of a process service technician within the continental limits of the United States: \$1,600 USD per eight (8) hour day plus expenses, Monday through Friday inclusive.
- B. Supervision or inspection of a field service technician within the continental limits of the United States: \$1,400 USD per eight (8) hour day plus expenses, Monday through Friday inclusive. Overtime Monday through Friday and Saturday work is charged at time and one-half. Time worked on Sunday will be charged double time; time worked on U.S. Holidays will be charged triple time.
- C. Traveling, living and incidental expenses at cost, including shipping charges on tools and other equipment which the factory field service technician has shipped to the construction site.
- D. Travel time will be charged to and from Purchaser's construction site, and weekend or holiday travel request or required by Purchaser will be charged at the overtime rates.
- E. Rescheduling or cancellation of a field service trip once booked will incur the greater of either a \$1,700 USD cancellation or re-scheduling charge, or actual costs.



Quotation No.: 00708933R1

Rates shown above apply only to additional services performed within twelve (12) months from the date of Quotation. Additional services performed after twelve (12) months from the date of Quotation shall be subject to Evoqua's current rates at the time such service is provided. Except for the direct acts or omissions of the factory field service technician, the responsibility for the installation and/or first operation shall be Purchaser's. Evoqua will assume responsibility for workmen's compensation coverage of Evoqua employees only and will provide umbrella liability coverage during installation. All other insurance coverage and necessary materials to accomplish installation shall be provided by Purchaser.



Quotation No.: 00708933R1

QUOTATION SUBMITTED BY EVOQUA WATER TECHNOLOGIES LLC

Signature below indicates acceptance of this quotation including the Standard Terms of Sale attached hereto and will act as the purchase order document between Evoqua Water Technologies LLC, the Seller, and the Buyer. The Standard terms of Sale shall form the complete and only set of terms for this order.

Accepted by Buyer:

 Company

 Printed Name

 Title

 Signature

 Date

 Billing Address

 Shipping Address

Acknowledged by Seller:

 Evoqua Water Technologies LLC

 Company

 Printed Name

 Title

 Signature

 Date

 Evoqua Water Technologies LLC
 N19 W23993 Ridgeview Pkwy, Suite 200
 Waukesha, WI 53188

 Address

Please submit the signed proposal to TWEL@xylem.com along with the Billing Address, Shipping Address, Tax-Exempt Certificate, and a Copy of Payment Bond. It is clarified that the purchase order price does not include sales tax and that sales tax is to be added to the sale price unless the Seller receives a Tax-Exempt Certificate or Resale Certificate.

1. Agreement, Integration and Conflict of Terms. “**Proposal**” means the Seller’s quotation, proposal and/or sales form, including any special conditions expressly incorporated by reference, and these terms and conditions. “**Seller**” means the applicable affiliate of Xylem Inc. that is party to the Agreement. “**Buyer**” means the entity that is party to the Agreement with Seller. “**Agreement**” means the definitive agreement, comprised of the Proposal and any other documents expressly included or incorporated by reference will govern the Buyer and Seller relationship. Seller’s Proposal is expressly conditioned on Buyer’s acceptance of these terms and conditions. Any additional or different terms and conditions contained in Buyer’s purchase order or other communication will have no effect on the Agreement unless specifically agreed to in writing by the parties; and Seller hereby objects, and any such proposed modifications will not constitute Seller’s acceptance of any such modifications. Seller’s commencement of performance or delivery will not be deemed or construed as acceptance of Buyer’s additional or different terms and conditions. In the case of any conflict among the foregoing documents, these terms will take precedence with the exception of (i) price and delivery, which will be governed by the order acknowledgment (if any) and invoice; and (ii) the Warranty, which will be governed by Seller’s product documentation. This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties and, further, can only be altered, modified or amended with the express written consent of Seller.

2. Proposal, Withdrawal, Expiration. Unless otherwise stated in writing, Proposals are valid for thirty (30) calendar days from the date of issuance, unless otherwise provided therein. Seller reserves the right to cancel or withdraw the Proposal at any time with or without notice or cause prior to acceptance by Buyer to the Proposal terms, or after Buyer’s acceptance if Buyer fails to complete any actions required by the Proposal for Seller to proceed. Seller nevertheless reserves its right to accept any contractual documents received from Buyer after this 30-day period.

3. Prices. Prices apply to the specific quantities stated in the Proposal. Prices include handling fees and standard packing according to Seller’s specifications for delivery. Buyer will, as an additional charge, pay all costs and taxes for special packing requested by Buyer, including packing for exports. To the extent allowed under law, prices are subject to change without notice. The price for the goods does not include any applicable sales, use, excise, Goods and Services Tax, Value Added Tax, or similar tax, duties or levies. Buyer will have the responsibility for the payment of all such applicable taxes.

4. Payment Terms. Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms should Buyer’s credit standing not meet Seller’s acceptance. Unless different payment terms are expressly set forth in the applicable Proposal or order acknowledgment or Sales Policy Manual, goods will be invoiced upon shipment. Buyer’s payment must be in Seller’s local currency, as determined by Seller’s office location to which the order has been submitted. Any payment amount made by Buyer via credit card will be subject to a 3.0% charge. Payment in full is due within thirty (30) days from the invoice date (“**Payment Due Date**”), unless otherwise stated in Seller’s documentation. Any Buyer-requested delivery delay solely affects delivery date and will not in any way alter the original Payment Due Date. If Buyer fails to make payment when due, Buyer agrees that Seller may apply a service or finance charge of the lesser of (i) one and one-half percent (1.5%) per month (eighteen percent (18%) per annum), or (ii) the highest rate permitted by applicable law, on the unpaid balance of the invoice from and after the invoice due date. Buyer is responsible for all costs and expenses associated with any checks returned due to insufficient funds. All credit sales are subject to prior approval of Seller’s credit department. Export shipments will require payment prior to shipment or an appropriate Letter of Credit. If, during the performance of the Agreement, the financial responsibility or condition of Buyer is such that Seller in good faith deems Buyer insecure, Seller may: (a) request financial assurances; (b) suspend performance and will not be obligated to continue performance under the Agreement; (c) stop goods in transit and defer or decline to make delivery of goods, except upon receipt of satisfactory security or cash payments in advance; and/or (d) terminate the order per Article 11. Seller also retains any/all rights to enforce payment defaults to the full price of the work completed and in process. Upon default by Buyer in payment when due, if Buyer fails to immediately and without demand pay to Seller the entire amount in default for any and all shipments made to Buyer, irrespective of the applicable terms and/or contract under which those shipments were as a debt due to Seller, Seller may withhold all subsequent shipments until the full amount in default is settled. Acceptance by Seller of less than full payment will not be a waiver of any of its rights hereunder. Buyer may not assign or transfer this Agreement or any interest in it, or monies payable under it, without the prior written consent of Seller and any assignment made without this consent will be null and void.

5. Title, Delivery, Risk of Loss, Delay. Delivery dates are estimates, and time is not of the essence. Unless otherwise specified by Seller, delivery and transfer of risk of loss for shipments to Buyers that are not Related Party Buyers will be made Ex Works (Incoterms 2020), Seller’s plant or Distribution Center. Title will pass when risk of loss transfers. If Seller is required to warehouse or store goods on behalf of Buyer, due to a Buyer delay or request (see Article 23), warehouse and storage fees will be applied and payable upon invoice, as will any required maintenance throughout the delay. Risk of loss for all stored goods will be borne by Buyer from the start of this period. Seller has no obligation to the Buyer to arrange insurance while Buyer’s goods are in storage at named place, with all such responsibility and insurance to be borne by Buyer accordingly. Seller will not be responsible to Buyer for any loss, whether direct, indirect, incidental or consequential in nature, or for any loss of profits or revenue, or liquidated damages, arising out of or relating to any failure of the goods to be delivered by the specified delivery date. In the absence of specific instructions, Seller will select the carrier. Buyer will reimburse Seller for the additional cost of its performance resulting from inaccurate or lack of delivery instructions, or by any act or omission on Buyer’s part. Any such additional cost may include storage, insurance, protection, re-inspection and delivery expenses. Buyer further agrees that any payment due

on delivery will be made on delivery into storage as though goods had been delivered in accordance with the order.

“Related Party Buyers” means Buyers, directly or indirectly, owned more than fifty percent (50%) by Xylem Inc. or under significant or joint control by Xylem Inc. For export shipments from the U.S.A. to Related Party Buyers, delivery and transfer of risk of loss for the goods will be DAP (Incoterms 2020), port of destination unless otherwise specified. Related Party Buyer will be importer of record for any customs clearance. For shipments to Related Party Buyers that are not export shipments from the U.S.A., delivery and transfer of risk of loss will be FCA (Incoterms 2020), Seller’s plant or Distribution Center unless otherwise specified. For all Related Party Buyer transactions, title will pass to Buyer when risk of loss passes to Buyer.

Buyer grants to Seller a continuing security interest in and a lien upon the goods supplied by Seller under this Agreement and the proceeds thereof (including insurance proceeds), as security for the payment of all such amounts and the performance by Buyer of all of its obligations to Seller under the Agreement and all such other sales, and Buyer will have no right to sell, encumber or dispose of the goods. Buyer’s respective insurance policy for any such Seller claim will include a waiver of subrogation in favor of Seller. Buyer will execute any and all financing statements and other documents and instruments and do and perform any and all other acts and things which Seller may consider necessary, desirable, or appropriate to establish, perfect or protect Seller’s title, security interest and lien. In addition, Buyer authorizes Seller and its agents and employees to execute any and all such documents and instruments and do and perform any and all such acts and things, at Buyer’s expense, in Buyer’s name and on its behalf. Such documents and instruments may also be filed without the signature of Buyer to the extent permitted by law.

6. Warranty. Except as provided above, for goods sold by Seller to Buyer(s) that are used by Buyer for personal, family or household purposes, Seller warrants the goods to Buyer on the terms of Seller’s limited warranty available on Seller’s website. For any other purpose, Seller warrants that the goods sold to Buyer under the Agreement (with the exception of software, membranes, seals, gaskets, elastomer materials, coatings and other “wear parts” or consumables all of which are not warranted except as otherwise provided in the Proposal) will be (i) built in accordance with the specifications referred to in the Proposal, if such specifications are expressly made a part of the Agreement, and (ii) free from defects in material and workmanship for a period of one (1) year from the date of installation or eighteen (18) months from the date of shipment (which date of shipment will not be greater than thirty (30) days after receipt of notice that the goods are ready to ship), whichever occurs first, unless a longer period is specified in the product documentation (the **“Warranty”**). For services, the warranty period will be three (3) months from the date the services are performed unless otherwise expressly set forth in the Proposal or sales form or order acknowledgment.

Seller will, at its option, either repair or replace any goods which fails to conform with the Warranty; provided, however, that under either option, Seller will not be obligated to remove the defective goods or install the replaced or repaired goods and Buyer will be responsible for all other costs, including service costs, shipping fees and expenses.

Buyer’s failure to comply with Seller’s repair or replacement advice will constitute a waiver of Buyer’s rights and render all warranties void. Any parts repaired or replaced by Seller under the Warranty are warranted only for the remaining balance of the warranty period. The Warranty is conditioned on Buyer giving written notice to Seller of any defects in material or workmanship of warranted goods within ten (10) days, or shorter period as dictated by the issue, of the date when any defects are first manifest. Seller will have no warranty obligations to Buyer with respect to any goods or parts of the goods that: (a) have been repaired by third parties other than Seller or without Seller’s written approval; (b) have been subject to misuse, misapplication, neglect, alteration, accident, or physical damage; (c) have been used in a manner contrary to Seller’s instructions for installation, operation and maintenance; (d) have been damaged from ordinary wear and tear, corrosion, or chemical attack; (e) have been damaged due to abnormal conditions, vibration, failure to properly prime, or operation without flow; (f) have been damaged due to a defective power supply or improper electrical protection; (g) have been damaged resulting from the use of accessory equipment not sold by Seller or not approved by Seller in connection with goods supplied by Seller hereunder; or (h) not sold by Seller or its authorized supplier. In any case of goods not manufactured by Seller, there is no warranty from Seller; however, Seller will extend to Buyer any warranty received from Seller’s supplier of such goods.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE GOODS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. BUYER’S EXCLUSIVE REMEDY AND SELLER’S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED TO REPAIRING OR REPLACING THE GOODS AND WILL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE BUYER HEREUNDER.

7. Inspection. Buyer will have the right to inspect the goods upon their receipt. When delivery is to Buyer’s site or to a project site, Buyer will notify Seller in writing of any apparent shipment shortages, damages, or nonconformity of the goods within three (3) days from receipt by Buyer, unless a shorter period is required in Seller’s Proposal. For all other deliveries, Buyer will notify Seller in writing of any nonconformity with this Agreement within fourteen (14) days from receipt by Buyer. Failure to give such applicable notice will constitute a waiver



of Buyer's right to inspect and/or reject the goods for nonconformity and will be equivalent to an irrevocable acceptance of the goods by Buyer. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller unless different terms are expressly set forth in Seller's Proposal

8. SELLER'S LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT WILL SELLER'S LIABILITY EXCEED THE AMOUNT PAID BY BUYER UNDER THIS AGREEMENT. SELLER WILL HAVE NO LIABILITY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, LIQUIDATED, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, TREBLE, OR EXEMPLARY DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY WILL BE EFFECTIVE WITHOUT REGARD TO SELLER'S ACTS OR OMISSIONS OR NEGLIGENCE OR STRICT LIABILITY IN PERFORMANCE OR NON-PERFORMANCE HEREUNDER.

To the extent the Agreement provides a specified remedy for a default or breach, the given remedy will be Seller's sole liability and Buyer's sole and exclusive remedy for the default or breach to the exclusion of any and all other remedies that may be available at law, in equity, or otherwise. The terms of this Article 8 survive expiry or termination of the Agreement and prevail over all other provisions contained in the Agreement.

9. USED GOODS. USED GOODS ARE SOLD IN AN AS IS, WHERE IS CONDITION. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE NATURE, QUALITY OR CONDITION OF THE GOODS, OR ITS SUITABILITY FOR ANY USE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS EXPRESSLY AGREED UPON IN WRITING BETWEEN THE PARTIES. SELLER WILL HAVE NO LIABILITY TO BUYER HEREUNDER OR IN CONNECTION WITH THE GOODS, INCLUDING WITHOUT LIMITATION, FOR LOSS OF PROFIT, LOSS OF INCOME, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.

10. Force Majeure. Seller may cancel, terminate, or suspend this Agreement and Seller will have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, due to acts or omissions of Buyer and/or its contractors, or due to Force Majeure. "Force Majeure" means any event or circumstance beyond Seller's reasonable control, including but not limited to: (A) acts of God, such as natural disasters, drought, fire, flood, earthquake, tsunami; (B) war (declared or undeclared), riots, insurrection, rebellion, acts of the public enemy, acts of terrorism, sabotage, blockades, governmental authorities acts or inactions, embargoes; (C) disease, pandemics, epidemics; (D) currency restrictions; and (E) labor shortages or disputes, unavailability of components, materials, or parts, fuel, power, energy or transportation facilities; failures of suppliers or subcontractors to effect deliveries. In all such cases, the time for performance will be extended in an amount equal to the period necessary for Seller to recover from the event, provided that Seller will, as soon as reasonably practicable after it has actual knowledge of the beginning of any excusable delay, notify Buyer of the delay and of the anticipated duration and consequence thereof; and, to the extent the Force Majeure impacts the pricing specified in the Proposal or Agreement, as the case may be, Seller will notify Buyer of the revised pricing and its basis. Should Buyer reject any such Force Majeure-related pricing increase, the parties will resolve in accordance with the Agreement's dispute resolution process. Seller will resume performance of its obligations hereunder with the least possible delay.

11. Cancellation; Termination. Except as otherwise provided in this Agreement, no order may be cancelled on special or made-to-order goods or unless otherwise requested in writing by either party and accepted in writing by the other. If a cancellation is requested by Buyer, Buyer will, within thirty (30) days of such cancellation, pay Seller a cancellation fee, which will include all costs and expenses incurred by Seller prior to the receipt of the request for cancellation including, but not limited to, all commitments to its suppliers, subcontractors and others, all fully burdened labor and overhead expended by Seller, plus a reasonable profit charge. Return of goods will be in accordance with Seller's most current Return Materials Authorization and subject to a minimum fifteen percent (15%) restocking fee, unless otherwise specified.

Notwithstanding anything to the contrary in the Agreement, if the commencement by or against Buyer of any voluntary or involuntary proceedings in bankruptcy or insolvency, or if Buyer will be adjudged bankrupt, make a general assignment for the benefit of its creditors, or if a receiver will be appointed on account of Buyer's insolvency, Seller may, upon providing Buyer notice that has immediate effect upon issuance, terminate the Agreement. If Buyer fails to make any payment when due under this Agreement, or if Buyer does not correct or, if immediate correction is not possible, commence and diligently continue action to correct any default of Buyer to comply with any of the provisions or requirements of this Agreement within ten (10) calendar days after being notified in writing of such default by Seller, Seller may, by written notice to Buyer, without prejudice to any other rights or remedies which Seller may have, terminate its further performance of this Agreement. If any termination under this Article 11, Seller will be entitled to receive payment as if Buyer has cancelled the Agreement as per the preceding paragraph immediately and without notice as a debt due. Seller may nevertheless elect to complete its performance of this Agreement by any means it chooses. Buyer agrees to be responsible for any additional costs incurred by Seller in so doing. Upon termination of this Agreement, the rights, obligations and liabilities of the parties which will have arisen or been incurred under this Agreement prior to its termination will survive such termination.



12. Drawings. All drawings are the property of Seller. Seller does not supply detailed or shop working drawings of the goods; however, Seller will supply necessary installation drawings. The drawings and bulletin illustrations submitted with Seller's Proposal show general type, arrangement and approximate dimensions of the goods to be furnished for Buyer's information only and Seller makes no representation or warranty regarding their accuracy. Unless expressly stated to the contrary within the Proposal, all drawings, illustrations, specifications or diagrams form no part of this Agreement. Seller reserves the right to alter such details in design or arrangement of its goods which, in its judgment, constitute an improvement in construction, application or operation. After Buyer's acceptance of this Agreement, any changes in the type of goods, the arrangement of the goods, or application of the goods requested by Buyer will be made at Buyer's expense.

13. Confidential Information. Seller's designs, illustrations, drawings, specifications, technical data, catalogues, "know-how", economic or other business or manufacturing information (collectively, "**Confidential Information**") disclosed to Buyer will be deemed proprietary and confidential to Seller. Buyer agrees not to disclose, use, or reproduce any Confidential Information without first having obtained Seller's written consent. Buyer's agreement to refrain from disclosing, using or reproducing Confidential Information will survive completion of the work under this Agreement. Buyer acknowledges that its improper disclosure of Confidential Information to any third party will result in Seller's suffering irreparable harm. Seller may also seek injunctive or equitable relief to prevent Buyer's unauthorized disclosure.

14. Installation and Start-up. Unless otherwise agreed to in writing by Seller, installation will be the sole responsibility of Buyer. Where start-up service is required with respect to the goods purchased hereunder, it must be performed by Seller's authorized personnel or agents; otherwise, the warranty is void. If Buyer has engaged Seller to provide an engineer for start-up advisory services such engineer will function in an advisory capacity only and Seller will have no responsibility for the quality of workmanship of the installation. In any event, Buyer understands and agrees that it will furnish, at Buyer's expense, all necessary foundations, supplies, labor and facilities that might be required to install and operate the goods.

15. Specifications; Back-charges. Changes in specifications requested by Buyer are subject to Seller's written approval. If such changes are approved, the price for the goods and the delivery schedule will be changed to reflect such changes. Buyer will not make purchases, nor will Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

16. Buyer's Warranty. Buyer warrants the accuracy of any and all information relating to the details of its operating conditions, including influent quality, temperatures, pressures, and where applicable, the nature of all hazardous materials. Seller can justifiably rely upon the accuracy of Buyer's information in its performance. Should Buyer's information prove inaccurate, Buyer agrees to reimburse Seller for any losses, liabilities, damages and expenses that Seller may have incurred as a result of any inaccurate information provided by Buyer to Seller.

17. Product Recalls. In cases where Buyer purchases for resale, Buyer will take all reasonable steps (including those measures prescribed by the Seller) to ensure: (a) all customers of the Buyer and authorized repairers who own or use affected goods are advised of every applicable recall campaign of which the Buyer is notified by the Seller; and (b) modifications notified to Buyer by Seller by means of service campaigns, recall campaigns, service programs or otherwise are made with respect to any goods sold or serviced by Buyer to its customers or authorized repairers. Should Buyer fail to perform any of the actions required under this obligation, Seller will have the right to obtain names and addresses of the Buyer's customers from Buyer and Seller will be entitled to get into direct contact with such customers.

18. GOVERNING LAW. THE TERMS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE JURISDICTION WHERE SELLER'S OFFICE IS LOCATED TO WHICH THIS ORDER HAS BEEN SUBMITTED (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS). THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER WILL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. THIS ARTICLE 18 WILL SURVIVE ANY TERMINATION, CANCELLATION, OR EXPIRATION OF THE AGREEMENT.

19. DISPUTE RESOLUTION. Prior to the commencement of any litigation, in the event of any dispute between the Buyer and Seller arising out of or in connection with the Agreement or the good or services contemplated therein; Buyer and Seller agree to first make a good faith effort to resolve the dispute informally. The first attempt at dispute resolution shall be made by the technical project managers (or equivalent) of the parties. Should resolution not be reached within ten (10) business days, senior management of both parties will attempt to resolve the dispute. If the parties are still unable to resolve the dispute, the dispute will be sent to litigation. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT

20. Export Regulation. Seller's goods, including any software, documentation and any related technical data included with, or contained in, or utilized by such goods or deliverables, may be subject to applicable export laws and regulations, including United States Export Administration Regulations and Buyer will comply with all such applicable laws and regulations. In particular, the Buyer will not, and will not



permit any third parties to, directly or indirectly, export, re-export or release any goods to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any goods is prohibited by applicable law, regulation or rule. The Buyer will be responsible for any breach of this Article 20.

21. Privacy and Customer Data. Buyer acknowledges that Seller may collect and process personal data for the purposes outlined in the Agreement. Seller's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/>. Buyer acknowledges that it has read and understood Seller's privacy policy and agrees to the use of personal data outlined herein. The collection and use of personal data by Buyer is Buyer's responsibility. Some Seller goods are equipped with cloud communication capability resulting in these goods automatically transmitting, on an encrypted basis, data to Seller's X-Cloud. Unless otherwise specified in the Agreement, Buyer agrees and authorizes Seller to indefinitely store any data collected from Seller goods ("**Customer Data**") on Seller's hardware, software, networking, storage, and related technology. Buyer grants Seller and Seller's affiliates a worldwide, royalty-free, non-exclusive, irrevocable right and license to access, store and use such Customer Data to: (a) provide services; (b) analyze and improve services; (c) analyze and improve any Seller or affiliate goods or software; and (d) for any other internal use, provided any such internal use is limited to using the Customer Data in an aggregated and anonymized manner that cannot be reconstituted as Buyer's Customer Data.

22. Titles; Waiver; Severability. The article titles are for reference only and will not limit or restrict the interpretation or construction of this Agreement. Seller's failure to insist, in any one or more instances, upon Buyer's performance of this Agreement, or to exercise any rights conferred, will not constitute a waiver or relinquishment of any such right or right to insist upon Buyer's performance in any other regard. The partial or complete invalidity of any one or more provisions of this Agreement will not affect the validity or continuing force and effect of any other provision.

Changes. Any requested change(s) to the work set forth in this Agreement, including to the delivery schedule, requires the parties to enter into a written change order that contains a description of the change(s) and all other applicable terms, including change in price, storage fees, and/or delivery schedule ("**Change Order**"). A Change Order may be requested by either party. For any Buyer-related change to the delivery schedule, including any due to a Buyer delay, the parties will enter into a Change Order and any such Change Order will state the revised delivery date(s), the revised Agreement price, storage and maintenance fees, and all other respective revisions. Seller will not be obliged to proceed with any change and no such change will be binding or have any effect on Seller or this Agreement unless/until the parties enter into a Change Order; provided, however, that if Seller must store goods due to a buyer delay, all associated risk, expenses, and fee will nonetheless be borne by Buyer from the beginning of the delay period. Should Seller's ability to proceed with the work be altered by Buyer's delay in entering into a Change Order, Seller also will be entitled to assess late fees and suspend performance of all work for the period of delay.

General Terms and Conditions for Erection Work

These terms are in addition to and subject to the Sellers terms of sale.

1. **Equipment location.** Equipment location and staking, including plant orientation, influent and effluent location, is the responsibility of the Purchaser and/or his engineer.

2. **Equipment Elevation.** The elevation of equipment above or below grade must be determined by the purchaser and/or his engineer and entered upon the approved drawings. Purchaser is responsible for establishing benchmark at site for Seller's erection crew.

3. **Site Access/Erection.** Purchaser agrees to provide a clear level work area at least 35 feet wide around the periphery of the erection site. Prior to starting erection, any obstructions in the work area, such as excavations, overhead lines, fences, trees, shrubbery, etc., shall be removed by and at the expense of the purchaser. The purchaser shall keep the site properly drained and free from surface water during erection, and until the work has been completed and accepted. The site and site access shall be capable of supporting a crane up to and including 50-ton capacity and other erection equipment. Any fill or dewatering necessary to accomplish the above, or additional costs of oversized or special equipment required due to poor site conditions, will be the responsibility of the Purchaser. Site leveling, grading, etc., after erections, shall be the responsibility of the Purchaser. Seller shall be responsible for the cleanup and removal of trash, scrap materials, etc., left from Seller's erection work.

4. **Site Access.** Purchaser agrees to provide site access and site working area capable of supporting the delivery trucks (70,000-75,000 pounds gross weight). Purchaser agrees to maintain site access and working area, daily if required, to allow Seller's erection crew to perform work during all weather conditions. Should Seller have to stop work and return to the site when access and/or work area permits or experience delays due to the site and site access being unsuitable for work due to Purchaser's failure to prepare and/or maintain the above, the Purchaser agrees to compensate Seller for cost incurred and agrees Seller shall be indemnified and held harmless from all loss or damages resulting from delays of job progress, that are directly or indirectly a result of the Purchaser's responsibility.

5. **Labor Relations.** Seller's erection personnel are non-union and all work will be by non-union personnel. In case of interference in erection work due to labor problems by persons not employed by Seller, or the imposition of requirements concerning labor, working conditions, wage rates, etc., which were not clearly defined prior to Seller's acceptance of the erection job, Seller shall have the right to stop work without prejudice until such interference or condition is satisfactorily removed or resolved. If additional costs are incurred by Seller due to such conflict, the Purchaser hereby agrees to reimburse Seller for the additional costs incurred.

Xylem is an Equal Opportunity Employer and shall comply with government regulations pertaining to fair and equal employment.

Work hours by Seller at the site shall be as determined by Seller. The Purchaser shall not define working hours or number of work days per week, nor prohibit Seller from working evenings, weekends, holidays, etc., when deemed to be advisable by Seller.

6. **Insurance.** During the period of erection of the equipment contemplated herein, Seller will maintain the following insurance:

- (a) Workmen's Compensation and Employer's Liability.
- (b) Occupational Disease.
- (c) Contractual Liability.
- (d) Public Liability Insurance, Personal Injury and Property Damage.
- (e) Automobile Liability, Personal Injury and Property Damage.

Any insurance required by Purchaser in addition to the above mentioned coverage shall not be considered to be included in the purchase price as set forth herein and shall be charged to the Purchaser.

7. **Unloading of Equipment.** Seller is responsible for unloading of equipment which is to be erected by Seller. Purchaser is responsible for unloading any equipment or accessories shipped to Purchaser for his installation. (Such as base channels to be embedded in concrete foundation by Purchaser, blowers or other accessories to be installed by Purchaser).

8. **Purchaser Acceptance of Erected Equipment.** When erection of the equipment nears completion Seller shall give Purchaser seventy-two hours verbal notice that the equipment shall be ready for inspection and acceptance. Purchaser agrees to provide, on seventy-two


TERMS AND CONDITIONS OF SALE – XYLEM AMERICAS
V.8 Effective August 1, 2024

hours' notice, an authorized agent to meet at the site with Seller's erection personnel, to inspect the erected equipment, and accept same for/or on behalf of the Purchaser. Any backordered items not installed at that time shall be listed on the acceptance agreement with written understanding that Seller is responsible for installing the subject equipment.

Backordered items shall be received by the Purchaser at the "Backordered Address" previously provided and stored until Seller's installation is scheduled.

9. **Preparation for Start-up of Erected Equipment.** Upon completion of erection Seller shall inform the Purchaser that the erected equipment is ready to be placed in service. The Purchaser shall make all preparations for which he is responsible, such as influent and effluent connections, installation of the required electrical power supply and circuitry, filling tanks with clean water for testing and start-up, etc. If any deficiencies in Seller's materials or workmanship are discovered by the Purchaser while performing this work, the Purchaser shall immediately notify Seller so that corrective action can be taken. Seller is responsible for providing start-up supervision as defined in this Quotation. For scheduling purposes, ten days notice of desired start-up date is required.

10. **Security and Protection of Equipment.** Purchaser is responsible for security of equipment stored on his site after delivery and prior to arrival of Seller's crews to begin erection; and for any backordered material delivered to Purchaser after departure of Seller's erection crews. Seller shall not be responsible for deterioration, theft, vandalism or damage to equipment which is stored on site or left inoperative after installation due to delays in start-up. Purchaser agrees to be responsible for security and protection of such equipment.

11. **Back-charges.** Seller will accept no back-charges, for any reason, which have not been approved in writing by an authorized manager of the company prior to any work being performed. Purchaser agrees to contact Seller and receive written authorization prior to incurring any costs related to back-charges.

12. **Licenses and Permits.** Unless specifically stated in Seller's Quotation, Seller is not responsible for licenses, permits or fees required to perform the work defined in this Quotation.

13. **Delays.** Seller shall not be liable for delays due to: (1) causes beyond its reasonable control; (2) acts of God, acts of customer, prerequisite work by others, acts of civil or military authority, government priorities, fires, strikes or other labor disturbances, floods, epidemics, war, riot, delays in transportation; or (3) inability to obtain or delay in obtaining, due to causes beyond its reasonable control, suitable labor, materials, or facilities.

In the event of any such delay; the time of performance shall be extended for a period equal to the time lost by reason of the delay.

In the event Seller is delayed by acts of the customer or by prerequisite work by other contractors or suppliers of the customer, Seller shall be entitled to an equitable price adjustment in addition to extension of the time of performance.

14. **Subcontract.** Seller reserves the right to subcontract any of the work to one or more subcontractors.

FIRM PROPOSAL

COLUMBIA, SC – METRO WWTP COLUMBIA, SC

C&S TURNKEY REPLACEMENT

Quotation No: 708933 – 10/10/2025

Questions related to this Proposal should be directed to Evoqua's area sales representative:

SALES REPRESENTATIVE

Chris Taylerson
Heyward Incorporated
2101-A Cambridge Beltway Drive
Charlotte, NC 28273
Phone: (704) 591-0980
Email: CTaylerson@heyward.net





Quotation No.: 00708933R1

To: City of Columbia, SC

1. SUMMARY

Evoqua Water Technologies LLC (Evoqua) proposes to furnish the equipment specified in this Quotation in accordance to the scope of supply described in this quotation and subject to the Clarifications/Exceptions and Standard Terms of Sale stated herein.

The information in this quotation is confidential and/or proprietary and has been prepared solely for the recipient's use in considering the purchase of the equipment and/or services described herein. Transmission of all or any part of this information to others, or use by the recipient, for other purposes is expressly prohibited without Evoqua's prior written consent.

ITEM & DESCRIPTION	PRICE
CHAIN AND FLIGHT CLARIFIER EQUIPMENT – PER TANK	\$329,095 USD
DEMOLITION AND INSTALLATION – PER TANK	\$237,931 USD

Evoqua's price includes only the specific items detailed in this proposal. Items not specifically identified herein are to be furnished by others. Please refer to the excluded items in Section 4 of this proposal for a list of items to be furnished by others.

A. OPTIONS: An order for items quoted as an extra cost option, if any, will be accepted only when included with the basic equipment order.

B. FREIGHT: Pricing is FOB shipping point with standard freight allowed to the job site. Our price does include all costs for unloading, transporting on the site, phased shipments and storage. Columbia shall supply a suitable lay-down area for one (1) basin of equipment at a time in which Evoqua will be responsible for orderly upkeep.

C. QUOTATION VALIDITY: This proposal is valid for a period of five hundred and eighty-three (583) days from the date of this proposal unless extended in writing by Evoqua. Due to current raw material price fluctuation, Evoqua reserves the right to re-quote the equipment proposed herein after that time.

The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Evoqua reserves the right to adjust the pricing of the affected goods to reflect the increased costs. Evoqua is not obligated to deliver the goods and/or services until an agreement on the new price has been reached.

Due to volatility in material costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published *preliminary* MMPI is 324.278 (P) for April 2025. If the MMPI exceeds 330.896 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI exceeds 330.896.



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D. SERVICE MANUALS: Our pricing includes an electronic version of the operation and maintenance (O&M) manual as an Adobe PDF file format only. If requested, Evoqua will supply hard copies of the service manual at the customers expense. Drawings will be supplied in an unchangeable PDF file format only. The rights to the content of Evoqua O&M manuals and drawings belong solely to Evoqua and Evoqua reserves the right to make changes to content at any time.

E. PAYMENT AND PRICE TERMS: The terms of payment are net 30 in accordance with the following milestones:

- 10% on order;
- 10% on drawing submittal delivery;
- 40% on shipment of equipment, or offer to ship;
- 40% progressive payments as job progresses.

F. CANCELLATION POLICY: If Evoqua is issued an order and the Buyer cancels or suspends its order for any reason other than Evoqua's breach, the Buyer shall promptly pay Evoqua for work performed prior to cancellation or suspension and any other costs incurred by Evoqua as a result of such cancellation or suspension. At a minimum, cancellation after executed contract will result in a cancellation fee of 10% of the total order value.

Evoqua's prices are exclusive of any taxes. If this project is not subject to sales or use tax, please issue a Tax-Exempt Certificate with any ensuing purchase order (P.O.). With no exemption or if this project is subject to sales or use tax, the Purchaser will be invoiced for taxes at the then-current rate of sales, use or other tax for the jobsite location.

2. DRAWING AND SHIPPING INFORMATION

Evoqua will furnish shop drawing submittals and equipment per the following project schedule:

- Submittal Drawings: Within fourteen (14) to sixteen (16) weeks from the date of final agreement by both parties.
- Submittal Drawing Reviews/Approvals: Within four (4) weeks from Evoqua's delivery of Submittal Drawings.
- Shipment of Equipment: Within twenty-two (22) to twenty-four (24) weeks after approval of Submittal Drawings*.
- Installation: Within two (2) to four (4) weeks after equipment delivery*.

*If Evoqua receives a PO for more than a single tank at a time, then we would need to adjust our lead times/installation schedule accordingly.

Evoqua has provided typical standard times and shipment dates. Actual times will be provided upon receipt of a Purchase Order based upon current backlog. Evoqua will work closely with the General Contractor and/or Engineer to provide delivery dates to meet the overall project schedule as possible.

If Submittal Drawing Reviews/Approvals are not received by Evoqua in accordance with the project schedule noted above, Evoqua shall be entitled to a reasonable extension of the *Shipment of Equipment* times and/or a reasonable increase in the contract price to cover costs incurred because of Submittal Drawing Review/Approval delays unless the delay is the fault of Evoqua.



3. EQUIPMENT SCOPE

The following equipment and services are included in Evoqua's scope of work:

EQUIPMENT

Under this item, Evoqua Water Technologies, LLC (Evoqua) proposes to furnish the following Envirex® equipment:

Two (2) 4-shaft primary chain and scraper sludge collector mechanisms for installation in one (1) existing concrete basin. Each collector mechanism will fit inside a channel 20 ft wide x 78 ft long x 13.33 ft side wall depth.

One (1) 3-shaft cross collector mechanisms for installation in the primary basin.

EQUIPMENT WILL CONSIST OF THE FOLLOWING: (each Collector)

- Speed reducer with motor.
- Drive base.
- Driver sprocket.
- Driven sprocket.
- Drive chain tightener.
- Chain guard.
- Shafting.
- Sprockets.
- Set collars.
- Bearings.
- Drive chain.
- Collector chain.
- Flights with filler blocks.
- Wear shoes.
- Associated attachment bolts and anchor bolts.

ELECTRICAL CONTROLS

Electrical controls are not included.

SPARE PARTS

Spare parts are not included in our price.

CORROSION PROTECTION

All ferrous metals, except as noted below, will be shop primed as noted under Section 7 of this quotation.

All steel shafting, including head shaft, Idler shafts and exposed machined surfaces will be solvent wiped, followed by one (1) coat of Evoqua standard shop preservative.

Fiberglass, plastic, aluminum, stainless steel and galvanized surfaces will not be painted.



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SHIPPING INFORMATION FOR SLUDGE COLLECTORS

The equipment will be shipped as follows:

- Drive unit – Motor assembled to speed reducer - Palletized.
- Drive base – Palletized.
- Drive sprocket and overload device– Boxed and/or palletized.
- Chain guard – Shipped loose.
- Chain section lengths - Boxed and/or palletized.
- Flights - Grouped and banded together.
- Bearings, sprockets, wear shoes, and chain tightener - Boxed.
- Shafting - Banded in bundles.
- Anchors and assembly bolts - Bagged or boxed.

DEMOLITION AND INSTALLATION

Scope of work for the installation crew includes the replacement of two (2) C&S longitudinal collector mechanisms and one (1) cross collector mechanism.

- Personal gas monitors will be required and provided by Evoqua.
- Evoqua is responsible for this installation of all provided equipment.
- Evoqua is responsible for commissioning all provided equipment.
- Evoqua is responsible for test running the equipment prior to turning back over the equipment to plant operations.
- Evoqua and the owner are responsible for LOTO.
- Evoqua is not responsible for any concrete work.
- Evoqua is not responsible for any electrical work.
- Evoqua is not responsible for dewatering of basins.
- Evoqua will determine work schedules (seven (7) days a week, ten (10) hours a day).

Evoqua's price is based on the following surface protection, unless stated otherwise in this quotation:

- A. Submerged and non-submerged castings, steel plates and shapes: surfaces will be prepared by blast cleaning, then followed by one (1) shop coat of Tnemec Series N140F (color 1211 Red), 4.0 to 6.0 mils DFT.
- B. Shafting and exposed machined surfaces: solvent wiping, followed by one (1) coat of Evoqua's standard shop preservative.
- C. Wood, nonferrous materials, stainless steel, and galvanized surfaces: unpainted.
- D. Drive units and controls: manufacturer's standard.
- E. Fiberglass reinforced plastic (FRP): One (1) separately cured, pigmented, paraffinated gel coat to protect from UV degradation.

Prices are based on paints and surface preparations as outlined in this quotation. In the event an alternate paint system is selected, purchaser's order must advise of its selection. Evoqua will, at its sole discretion,



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either adjust its price as necessary to comply or ship the material unpainted if compliance is not possible due to price considerations, application problems or environmental controls.

4. EXCLUDED ITEMS

The price from Evoqua includes only those items listed in this Quotation. The items listed below are excluded:

- Demolition and disposal of all used (existing) equipment and associated costs
- Scum pipes.
- Wear strips.
- Return tracks & return track brackets.
- Diaphragm plate.
- Seismic calculations.
- No prevailing wages.
- No hole watch – crew will wear gas monitors while inside the basin.
- No fire watch.
- Verification of the condition of the tanks to receive equipment.
- Electrical, hydraulic, or pneumatic controls.
- Wiring of motors or controls, MCC, control panels, or panel supports.
- Junction boxes or motor disconnect switches.
- Piping, valves, wall sleeves, gates, drains, weirs, baffles.
- Wall or floor sleeves.
- Floor grating, stairways, platforms, handrailing.
- Detail shop fabrication drawings.
- Laboratory, shop, or field testing.
- Special written process performance or extended mechanical warranties.
- Any components/offers left out, if applicable.
- Underwriters Laboratory inspection of electrical controls.

5. CLARIFICATIONS/EXCEPTIONS

The equipment specified herein shall conform to the specification sections referenced in Section 1 of Evoqua's Proposal to the extent they are technically applicable to Evoqua's scope of supply as described in this Proposal and subject to the following clarifications:

Article, Section	Clarifications/Proposed Modifications
	Lock Out Tag Out: Columbia shall be the primary lock, and Evoqua shall be the secondary lock. Both parties shall work together to ensure compliance with site safety.
	While Evoqua has extremely robust safety practices and standards, as this is Columbia property, Columbia's policies shall prevail.
	This proposal includes installation services. If installation services are not wanted, please refer to Firm Proposal_708933_No Install_Columbia SC_R4.
	Xylem's installation scope excludes demolition and disposal of existing equipment and associated costs. All existing anchors are assumed to be in good condition and



shall be re-used.

Evoqua's standard terms and conditions, including without limitation Evoqua's warranty obligations in Article 7 govern the purchase and sale of equipment, products, and related services, referred to in Evoqua's proposal. Evoqua's offer or acceptance is expressly conditioned on Buyer's assent to these terms. Evoqua rejects all additional or different terms in any of Buyer's forms or documents.

The Influent and Effluent criteria listed in the Bid Documents was used as the basis of design for equipment selection. Evoqua makes no express or implied performance warranty by offering equipment under this specification, unless specifically included in Evoqua's proposal. System performance may be impacted by factors outside of Evoqua's control. These factors may include but are not limited to site conditions including variation in flows and loadings, operator inputs, temperature, pH, toxic or inhibitory substances, and failure or limitations of other unit processes.

6. ADDITIONAL FIELD SERVICES

Should the Purchaser feel that additional services will be required, they can be purchased from Evoqua. Additional services may be purchased at the per diem rate stated below.

Evoqua's price does not include service of a factory field service technician during the time of installation of the equipment items.

In the event Purchaser wishes to videotape the Evoqua field service personnel during start-up and/or field service, Purchaser must execute Evoqua's standard "Videotape Agreement" in which the Purchaser shall expressly waive any claim against Evoqua, for injury or damage caused by inaccuracies or errors in such videotape(s), and acknowledge that such videotaping is done by Purchaser at its sole risk.

TERMS GOVERNING FIELD SERVICES: Services of a factory field service technician to inspect installation and/or first operation of the products specified in the quotation can be furnished by Evoqua at the following rates:

- A. Supervision or consultation of a process service technician within the continental limits of the United States: \$1,600 USD per eight (8) hour day plus expenses, Monday through Friday inclusive.
- B. Supervision or inspection of a field service technician within the continental limits of the United States: \$1,400 USD per eight (8) hour day plus expenses, Monday through Friday inclusive. Overtime Monday through Friday and Saturday work is charged at time and one-half. Time worked on Sunday will be charged double time; time worked on U.S. Holidays will be charged triple time.
- C. Traveling, living and incidental expenses at cost, including shipping charges on tools and other equipment which the factory field service technician has shipped to the construction site.
- D. Travel time will be charged to and from Purchaser's construction site, and weekend or holiday travel request or required by Purchaser will be charged at the overtime rates.
- E. Rescheduling or cancellation of a field service trip once booked will incur the greater of either a \$1,700 USD cancellation or re-scheduling charge, or actual costs.



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Rates shown above apply only to additional services performed within twelve (12) months from the date of Quotation. Additional services performed after twelve (12) months from the date of Quotation shall be subject to Evoqua's current rates at the time such service is provided. Except for the direct acts or omissions of the factory field service technician, the responsibility for the installation and/or first operation shall be Purchaser's. Evoqua will assume responsibility for workmen's compensation coverage of Evoqua employees only and will provide umbrella liability coverage during installation. All other insurance coverage and necessary materials to accomplish installation shall be provided by Purchaser.



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QUOTATION SUBMITTED BY EVOQUA WATER TECHNOLOGIES LLC

Signature below indicates acceptance of this quotation including the Standard Terms of Sale attached hereto and will act as the purchase order document between Evoqua Water Technologies LLC, the Seller, and the Buyer. The Standard terms of Sale shall form the complete and only set of terms for this order.

Accepted by Buyer:

 Company

 Printed Name

 Title

 Signature

 Date

 Billing Address

 Shipping Address

Acknowledged by Seller:

 Evoqua Water Technologies LLC

 Company

 Printed Name

 Title

 Signature

 Date

 Evoqua Water Technologies LLC
 N19 W23993 Ridgeview Pkwy, Suite 200
 Waukesha, WI 53188

 Address

Please submit the signed proposal to TWEL@xylem.com along with the Billing Address, Shipping Address, Tax-Exempt Certificate, and a Copy of Payment Bond. It is clarified that the purchase order price does not include sales tax and that sales tax is to be added to the sale price unless the Seller receives a Tax-Exempt Certificate or Resale Certificate.



1. Agreement, Integration and Conflict of Terms. “**Proposal**” means the Seller’s quotation, proposal and/or sales form, including any special conditions expressly incorporated by reference, and these terms and conditions. “**Seller**” means the applicable affiliate of Xylem Inc. that is party to the Agreement. “**Buyer**” means the entity that is party to the Agreement with Seller. “**Agreement**” means the definitive agreement, comprised of the Proposal and any other documents expressly included or incorporated by reference will govern the Buyer and Seller relationship. Seller’s Proposal is expressly conditioned on Buyer’s acceptance of these terms and conditions. Any additional or different terms and conditions contained in Buyer’s purchase order or other communication will have no effect on the Agreement unless specifically agreed to in writing by the parties; and Seller hereby objects, and any such proposed modifications will not constitute Seller’s acceptance of any such modifications. Seller’s commencement of performance or delivery will not be deemed or construed as acceptance of Buyer’s additional or different terms and conditions. In the case of any conflict among the foregoing documents, these terms will take precedence with the exception of (i) price and delivery, which will be governed by the order acknowledgment (if any) and invoice; and (ii) the Warranty, which will be governed by Seller’s product documentation. This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties and, further, can only be altered, modified or amended with the express written consent of Seller.

2. Proposal, Withdrawal, Expiration. Unless otherwise stated in writing, Proposals are valid for thirty (30) calendar days from the date of issuance, unless otherwise provided therein. Seller reserves the right to cancel or withdraw the Proposal at any time with or without notice or cause prior to acceptance by Buyer to the Proposal terms, or after Buyer’s acceptance if Buyer fails to complete any actions required by the Proposal for Seller to proceed. Seller nevertheless reserves its right to accept any contractual documents received from Buyer after this 30-day period.

3. Prices. Prices apply to the specific quantities stated in the Proposal. Prices include handling fees and standard packing according to Seller’s specifications for delivery. Buyer will, as an additional charge, pay all costs and taxes for special packing requested by Buyer, including packing for exports. To the extent allowed under law, prices are subject to change without notice. The price for the goods does not include any applicable sales, use, excise, Goods and Services Tax, Value Added Tax, or similar tax, duties or levies. Buyer will have the responsibility for the payment of all such applicable taxes.

4. Payment Terms. Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms should Buyer’s credit standing not meet Seller’s acceptance. Unless different payment terms are expressly set forth in the applicable Proposal or order acknowledgment or Sales Policy Manual, goods will be invoiced upon shipment. Buyer’s payment must be in Seller’s local currency, as determined by Seller’s office location to which the order has been submitted. Any payment amount made by Buyer via credit card will be subject to a 3.0% charge. Payment in full is due within thirty (30) days from the invoice date (“**Payment Due Date**”), unless otherwise stated in Seller’s documentation. Any Buyer-requested delivery delay solely affects delivery date and will not in any way alter the original Payment Due Date. If Buyer fails to make payment when due, Buyer agrees that Seller may apply a service or finance charge of the lesser of (i) one and one-half percent (1.5%) per month (eighteen percent (18%) per annum), or (ii) the highest rate permitted by applicable law, on the unpaid balance of the invoice from and after the invoice due date. Buyer is responsible for all costs and expenses associated with any checks returned due to insufficient funds. All credit sales are subject to prior approval of Seller’s credit department. Export shipments will require payment prior to shipment or an appropriate Letter of Credit. If, during the performance of the Agreement, the financial responsibility or condition of Buyer is such that Seller in good faith deems Buyer insecure, Seller may: (a) request financial assurances; (b) suspend performance and will not be obligated to continue performance under the Agreement; (c) stop goods in transit and defer or decline to make delivery of goods, except upon receipt of satisfactory security or cash payments in advance; and/or (d) terminate the order per Article 11. Seller also retains any/all rights to enforce payment defaults to the full price of the work completed and in process. Upon default by Buyer in payment when due, if Buyer fails to immediately and without demand pay to Seller the entire amount in default for any and all shipments made to Buyer, irrespective of the applicable terms and/or contract under which those shipments were as a debt due to Seller, Seller may withhold all subsequent shipments until the full amount in default is settled. Acceptance by Seller of less than full payment will not be a waiver of any of its rights hereunder. Buyer may not assign or transfer this Agreement or any interest in it, or monies payable under it, without the prior written consent of Seller and any assignment made without this consent will be null and void.

5. Title, Delivery, Risk of Loss, Delay. Delivery dates are estimates, and time is not of the essence. Unless otherwise specified by Seller, delivery and transfer of risk of loss for shipments to Buyers that are not Related Party Buyers will be made Ex Works (Incoterms 2020), Seller’s plant or Distribution Center. Title will pass when risk of loss transfers. If Seller is required to warehouse or store goods on behalf of Buyer, due to a Buyer delay or request (see Article 23), warehouse and storage fees will be applied and payable upon invoice, as will any required maintenance throughout the delay. Risk of loss for all stored goods will be borne by Buyer from the start of this period. Seller has no obligation to the Buyer to arrange insurance while Buyer’s goods are in storage at named place, with all such responsibility and insurance to be borne by Buyer accordingly. Seller will not be responsible to Buyer for any loss, whether direct, indirect, incidental or consequential in nature, or for any loss of profits or revenue, or liquidated damages, arising out of or relating to any failure of the goods to be delivered by the specified delivery date. In the absence of specific instructions, Seller will select the carrier. Buyer will reimburse Seller for the additional cost of its performance resulting from inaccurate or lack of delivery instructions, or by any act or omission on Buyer’s part. Any such additional cost may include storage, insurance, protection, re-inspection and delivery expenses. Buyer further agrees that any payment due



on delivery will be made on delivery into storage as though goods had been delivered in accordance with the order.

"Related Party Buyers" means Buyers, directly or indirectly, owned more than fifty percent (50%) by Xylem Inc. or under significant or joint control by Xylem Inc. For export shipments from the U.S.A. to Related Party Buyers, delivery and transfer of risk of loss for the goods will be DAP (Incoterms 2020), port of destination unless otherwise specified. Related Party Buyer will be importer of record for any customs clearance. For shipments to Related Party Buyers that are not export shipments from the U.S.A., delivery and transfer of risk of loss will be FCA (Incoterms 2020), Seller's plant or Distribution Center unless otherwise specified. For all Related Party Buyer transactions, title will pass to Buyer when risk of loss passes to Buyer.

Buyer grants to Seller a continuing security interest in and a lien upon the goods supplied by Seller under this Agreement and the proceeds thereof (including insurance proceeds), as security for the payment of all such amounts and the performance by Buyer of all of its obligations to Seller under the Agreement and all such other sales, and Buyer will have no right to sell, encumber or dispose of the goods. Buyer's respective insurance policy for any such Seller claim will include a waiver of subrogation in favor of Seller. Buyer will execute any and all financing statements and other documents and instruments and do and perform any and all other acts and things which Seller may consider necessary, desirable, or appropriate to establish, perfect or protect Seller's title, security interest and lien. In addition, Buyer authorizes Seller and its agents and employees to execute any and all such documents and instruments and do and perform any and all such acts and things, at Buyer's expense, in Buyer's name and on its behalf. Such documents and instruments may also be filed without the signature of Buyer to the extent permitted by law.

6. Warranty. Except as provided above, for goods sold by Seller to Buyer(s) that are used by Buyer for personal, family or household purposes, Seller warrants the goods to Buyer on the terms of Seller's limited warranty available on Seller's website. For any other purpose, Seller warrants that the goods sold to Buyer under the Agreement (with the exception of software, membranes, seals, gaskets, elastomer materials, coatings and other "wear parts" or consumables all of which are not warranted except as otherwise provided in the Proposal) will be (i) built in accordance with the specifications referred to in the Proposal, if such specifications are expressly made a part of the Agreement, and (ii) free from defects in material and workmanship for a period of one (1) year from the date of installation or eighteen (18) months from the date of shipment (which date of shipment will not be greater than thirty (30) days after receipt of notice that the goods are ready to ship), whichever occurs first, unless a longer period is specified in the product documentation (the **"Warranty"**). For services, the warranty period will be three (3) months from the date the services are performed unless otherwise expressly set forth in the Proposal or sales form or order acknowledgment.

Seller will, at its option, either repair or replace any goods which fails to conform with the Warranty; provided, however, that under either option, Seller will not be obligated to remove the defective goods or install the replaced or repaired goods and Buyer will be responsible for all other costs, including service costs, shipping fees and expenses.

Buyer's failure to comply with Seller's repair or replacement advice will constitute a waiver of Buyer's rights and render all warranties void. Any parts repaired or replaced by Seller under the Warranty are warranted only for the remaining balance of the warranty period. The Warranty is conditioned on Buyer giving written notice to Seller of any defects in material or workmanship of warranted goods within ten (10) days, or shorter period as dictated by the issue, of the date when any defects are first manifest. Seller will have no warranty obligations to Buyer with respect to any goods or parts of the goods that: (a) have been repaired by third parties other than Seller or without Seller's written approval; (b) have been subject to misuse, misapplication, neglect, alteration, accident, or physical damage; (c) have been used in a manner contrary to Seller's instructions for installation, operation and maintenance; (d) have been damaged from ordinary wear and tear, corrosion, or chemical attack; (e) have been damaged due to abnormal conditions, vibration, failure to properly prime, or operation without flow; (f) have been damaged due to a defective power supply or improper electrical protection; (g) have been damaged resulting from the use of accessory equipment not sold by Seller or not approved by Seller in connection with goods supplied by Seller hereunder; or (h) not sold by Seller or its authorized supplier. In any case of goods not manufactured by Seller, there is no warranty from Seller; however, Seller will extend to Buyer any warranty received from Seller's supplier of such goods.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE GOODS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. BUYER'S EXCLUSIVE REMEDY AND SELLER'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED TO REPAIRING OR REPLACING THE GOODS AND WILL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE BUYER HEREUNDER.

7. Inspection. Buyer will have the right to inspect the goods upon their receipt. When delivery is to Buyer's site or to a project site, Buyer will notify Seller in writing of any apparent shipment shortages, damages, or nonconformity of the goods within three (3) days from receipt by Buyer, unless a shorter period is required in Seller's Proposal. For all other deliveries, Buyer will notify Seller in writing of any nonconformity with this Agreement within fourteen (14) days from receipt by Buyer. Failure to give such applicable notice will constitute a waiver



of Buyer's right to inspect and/or reject the goods for nonconformity and will be equivalent to an irrevocable acceptance of the goods by Buyer. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller unless different terms are expressly set forth in Seller's Proposal

8. SELLER'S LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT WILL SELLER'S LIABILITY EXCEED THE AMOUNT PAID BY BUYER UNDER THIS AGREEMENT. SELLER WILL HAVE NO LIABILITY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, LIQUIDATED, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, TREBLE, OR EXEMPLARY DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY WILL BE EFFECTIVE WITHOUT REGARD TO SELLER'S ACTS OR OMISSIONS OR NEGLIGENCE OR STRICT LIABILITY IN PERFORMANCE OR NON-PERFORMANCE HEREUNDER.

To the extent the Agreement provides a specified remedy for a default or breach, the given remedy will be Seller's sole liability and Buyer's sole and exclusive remedy for the default or breach to the exclusion of any and all other remedies that may be available at law, in equity, or otherwise. The terms of this Article 8 survive expiry or termination of the Agreement and prevail over all other provisions contained in the Agreement.

9. USED GOODS. USED GOODS ARE SOLD IN AN AS IS, WHERE IS CONDITION. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE NATURE, QUALITY OR CONDITION OF THE GOODS, OR ITS SUITABILITY FOR ANY USE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS EXPRESSLY AGREED UPON IN WRITING BETWEEN THE PARTIES. SELLER WILL HAVE NO LIABILITY TO BUYER HEREUNDER OR IN CONNECTION WITH THE GOODS, INCLUDING WITHOUT LIMITATION, FOR LOSS OF PROFIT, LOSS OF INCOME, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.

10. Force Majeure. Seller may cancel, terminate, or suspend this Agreement and Seller will have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, due to acts or omissions of Buyer and/or its contractors, or due to Force Majeure. "Force Majeure" means any event or circumstance beyond Seller's reasonable control, including but not limited to: (A) acts of God, such as natural disasters, drought, fire, flood, earthquake, tsunami; (B) war (declared or undeclared), riots, insurrection, rebellion, acts of the public enemy, acts of terrorism, sabotage, blockades, governmental authorities acts or inactions, embargoes; (C) disease, pandemics, epidemics; (D) currency restrictions; and (E) labor shortages or disputes, unavailability of components, materials, or parts, fuel, power, energy or transportation facilities; failures of suppliers or subcontractors to effect deliveries. In all such cases, the time for performance will be extended in an amount equal to the period necessary for Seller to recover from the event, provided that Seller will, as soon as reasonably practicable after it has actual knowledge of the beginning of any excusable delay, notify Buyer of the delay and of the anticipated duration and consequence thereof; and, to the extent the Force Majeure impacts the pricing specified in the Proposal or Agreement, as the case may be, Seller will notify Buyer of the revised pricing and its basis. Should Buyer reject any such Force Majeure-related pricing increase, the parties will resolve in accordance with the Agreement's dispute resolution process. Seller will resume performance of its obligations hereunder with the least possible delay.

11. Cancellation; Termination. Except as otherwise provided in this Agreement, no order may be cancelled on special or made-to-order goods or unless otherwise requested in writing by either party and accepted in writing by the other. If a cancellation is requested by Buyer, Buyer will, within thirty (30) days of such cancellation, pay Seller a cancellation fee, which will include all costs and expenses incurred by Seller prior to the receipt of the request for cancellation including, but not limited to, all commitments to its suppliers, subcontractors and others, all fully burdened labor and overhead expended by Seller, plus a reasonable profit charge. Return of goods will be in accordance with Seller's most current Return Materials Authorization and subject to a minimum fifteen percent (15%) restocking fee, unless otherwise specified.

Notwithstanding anything to the contrary in the Agreement, if the commencement by or against Buyer of any voluntary or involuntary proceedings in bankruptcy or insolvency, or if Buyer will be adjudged bankrupt, make a general assignment for the benefit of its creditors, or if a receiver will be appointed on account of Buyer's insolvency, Seller may, upon providing Buyer notice that has immediate effect upon issuance, terminate the Agreement. If Buyer fails to make any payment when due under this Agreement, or if Buyer does not correct or, if immediate correction is not possible, commence and diligently continue action to correct any default of Buyer to comply with any of the provisions or requirements of this Agreement within ten (10) calendar days after being notified in writing of such default by Seller, Seller may, by written notice to Buyer, without prejudice to any other rights or remedies which Seller may have, terminate its further performance of this Agreement. If any termination under this Article 11, Seller will be entitled to receive payment as if Buyer has cancelled the Agreement as per the preceding paragraph immediately and without notice as a debt due. Seller may nevertheless elect to complete its performance of this Agreement by any means it chooses. Buyer agrees to be responsible for any additional costs incurred by Seller in so doing. Upon termination of this Agreement, the rights, obligations and liabilities of the parties which will have arisen or been incurred under this Agreement prior to its termination will survive such termination.



12. Drawings. All drawings are the property of Seller. Seller does not supply detailed or shop working drawings of the goods; however, Seller will supply necessary installation drawings. The drawings and bulletin illustrations submitted with Seller's Proposal show general type, arrangement and approximate dimensions of the goods to be furnished for Buyer's information only and Seller makes no representation or warranty regarding their accuracy. Unless expressly stated to the contrary within the Proposal, all drawings, illustrations, specifications or diagrams form no part of this Agreement. Seller reserves the right to alter such details in design or arrangement of its goods which, in its judgment, constitute an improvement in construction, application or operation. After Buyer's acceptance of this Agreement, any changes in the type of goods, the arrangement of the goods, or application of the goods requested by Buyer will be made at Buyer's expense.

13. Confidential Information. Seller's designs, illustrations, drawings, specifications, technical data, catalogues, "know-how", economic or other business or manufacturing information (collectively, "**Confidential Information**") disclosed to Buyer will be deemed proprietary and confidential to Seller. Buyer agrees not to disclose, use, or reproduce any Confidential Information without first having obtained Seller's written consent. Buyer's agreement to refrain from disclosing, using or reproducing Confidential Information will survive completion of the work under this Agreement. Buyer acknowledges that its improper disclosure of Confidential Information to any third party will result in Seller's suffering irreparable harm. Seller may also seek injunctive or equitable relief to prevent Buyer's unauthorized disclosure.

14. Installation and Start-up. Unless otherwise agreed to in writing by Seller, installation will be the sole responsibility of Buyer. Where start-up service is required with respect to the goods purchased hereunder, it must be performed by Seller's authorized personnel or agents; otherwise, the warranty is void. If Buyer has engaged Seller to provide an engineer for start-up advisory services such engineer will function in an advisory capacity only and Seller will have no responsibility for the quality of workmanship of the installation. In any event, Buyer understands and agrees that it will furnish, at Buyer's expense, all necessary foundations, supplies, labor and facilities that might be required to install and operate the goods.

15. Specifications; Back-charges. Changes in specifications requested by Buyer are subject to Seller's written approval. If such changes are approved, the price for the goods and the delivery schedule will be changed to reflect such changes. Buyer will not make purchases, nor will Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

16. Buyer's Warranty. Buyer warrants the accuracy of any and all information relating to the details of its operating conditions, including influent quality, temperatures, pressures, and where applicable, the nature of all hazardous materials. Seller can justifiably rely upon the accuracy of Buyer's information in its performance. Should Buyer's information prove inaccurate, Buyer agrees to reimburse Seller for any losses, liabilities, damages and expenses that Seller may have incurred as a result of any inaccurate information provided by Buyer to Seller.

17. Product Recalls. In cases where Buyer purchases for resale, Buyer will take all reasonable steps (including those measures prescribed by the Seller) to ensure: (a) all customers of the Buyer and authorized repairers who own or use affected goods are advised of every applicable recall campaign of which the Buyer is notified by the Seller; and (b) modifications notified to Buyer by Seller by means of service campaigns, recall campaigns, service programs or otherwise are made with respect to any goods sold or serviced by Buyer to its customers or authorized repairers. Should Buyer fail to perform any of the actions required under this obligation, Seller will have the right to obtain names and addresses of the Buyer's customers from Buyer and Seller will be entitled to get into direct contact with such customers.

18. GOVERNING LAW. THE TERMS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE JURISDICTION WHERE SELLER'S OFFICE IS LOCATED TO WHICH THIS ORDER HAS BEEN SUBMITTED (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS). THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER WILL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. THIS ARTICLE 18 WILL SURVIVE ANY TERMINATION, CANCELLATION, OR EXPIRATION OF THE AGREEMENT.

19. DISPUTE RESOLUTION. Prior to the commencement of any litigation, in the event of any dispute between the Buyer and Seller arising out of or in connection with the Agreement or the good or services contemplated therein; Buyer and Seller agree to first make a good faith effort to resolve the dispute informally. The first attempt at dispute resolution shall be made by the technical project managers (or equivalent) of the parties. Should resolution not be reached within ten (10) business days, senior management of both parties will attempt to resolve the dispute. If the parties are still unable to resolve the dispute, the dispute will be sent to litigation. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT

20. Export Regulation. Seller's goods, including any software, documentation and any related technical data included with, or contained in, or utilized by such goods or deliverables, may be subject to applicable export laws and regulations, including United States Export Administration Regulations and Buyer will comply with all such applicable laws and regulations. In particular, the Buyer will not, and will not



permit any third parties to, directly or indirectly, export, re-export or release any goods to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any goods is prohibited by applicable law, regulation or rule. The Buyer will be responsible for any breach of this Article 20.

21. Privacy and Customer Data. Buyer acknowledges that Seller may collect and process personal data for the purposes outlined in the Agreement. Seller's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/>. Buyer acknowledges that it has read and understood Seller's privacy policy and agrees to the use of personal data outlined herein. The collection and use of personal data by Buyer is Buyer's responsibility. Some Seller goods are equipped with cloud communication capability resulting in these goods automatically transmitting, on an encrypted basis, data to Seller's X-Cloud. Unless otherwise specified in the Agreement, Buyer agrees and authorizes Seller to indefinitely store any data collected from Seller goods ("**Customer Data**") on Seller's hardware, software, networking, storage, and related technology. Buyer grants Seller and Seller's affiliates a worldwide, royalty-free, non-exclusive, irrevocable right and license to access, store and use such Customer Data to: (a) provide services; (b) analyze and improve services; (c) analyze and improve any Seller or affiliate goods or software; and (d) for any other internal use, provided any such internal use is limited to using the Customer Data in an aggregated and anonymized manner that cannot be reconstituted as Buyer's Customer Data.

22. Titles; Waiver; Severability. The article titles are for reference only and will not limit or restrict the interpretation or construction of this Agreement. Seller's failure to insist, in any one or more instances, upon Buyer's performance of this Agreement, or to exercise any rights conferred, will not constitute a waiver or relinquishment of any such right or right to insist upon Buyer's performance in any other regard. The partial or complete invalidity of any one or more provisions of this Agreement will not affect the validity or continuing force and effect of any other provision.

Changes. Any requested change(s) to the work set forth in this Agreement, including to the delivery schedule, requires the parties to enter into a written change order that contains a description of the change(s) and all other applicable terms, including change in price, storage fees, and/or delivery schedule ("**Change Order**"). A Change Order may be requested by either party. For any Buyer-related change to the delivery schedule, including any due to a Buyer delay, the parties will enter into a Change Order and any such Change Order will state the revised delivery date(s), the revised Agreement price, storage and maintenance fees, and all other respective revisions. Seller will not be obliged to proceed with any change and no such change will be binding or have any effect on Seller or this Agreement unless/until the parties enter into a Change Order; provided, however, that if Seller must store goods due to a buyer delay, all associated risk, expenses, and fee will nonetheless be borne by Buyer from the beginning of the delay period. Should Seller's ability to proceed with the work be altered by Buyer's delay in entering into a Change Order, Seller also will be entitled to assess late fees and suspend performance of all work for the period of delay.

General Terms and Conditions for Erection Work

These terms are in addition to and subject to the Sellers terms of sale.

1. **Equipment location.** Equipment location and staking, including plant orientation, influent and effluent location, is the responsibility of the Purchaser and/or his engineer.

2. **Equipment Elevation.** The elevation of equipment above or below grade must be determined by the purchaser and/or his engineer and entered upon the approved drawings. Purchaser is responsible for establishing benchmark at site for Seller's erection crew.

3. **Site Access/Erection.** Purchaser agrees to provide a clear level work area at least 35 feet wide around the periphery of the erection site. Prior to starting erection, any obstructions in the work area, such as excavations, overhead lines, fences, trees, shrubbery, etc., shall be removed by and at the expense of the purchaser. The purchaser shall keep the site properly drained and free from surface water during erection, and until the work has been completed and accepted. The site and site access shall be capable of supporting a crane up to and including 50-ton capacity and other erection equipment. Any fill or dewatering necessary to accomplish the above, or additional costs of oversized or special equipment required due to poor site conditions, will be the responsibility of the Purchaser. Site leveling, grading, etc., after erections, shall be the responsibility of the Purchaser. Seller shall be responsible for the cleanup and removal of trash, scrap materials, etc., left from Seller's erection work.

4. **Site Access.** Purchaser agrees to provide site access and site working area capable of supporting the delivery trucks (70,000-75,000 pounds gross weight). Purchaser agrees to maintain site access and working area, daily if required, to allow Seller's erection crew to perform work during all weather conditions. Should Seller have to stop work and return to the site when access and/or work area permits or experience delays due to the site and site access being unsuitable for work due to Purchaser's failure to prepare and/or maintain the above, the Purchaser agrees to compensate Seller for cost incurred and agrees Seller shall be indemnified and held harmless from all loss or damages resulting from delays of job progress, that are directly or indirectly a result of the Purchaser's responsibility.

5. **Labor Relations.** Seller's erection personnel are non-union and all work will be by non-union personnel. In case of interference in erection work due to labor problems by persons not employed by Seller, or the imposition of requirements concerning labor, working conditions, wage rates, etc., which were not clearly defined prior to Seller's acceptance of the erection job, Seller shall have the right to stop work without prejudice until such interference or condition is satisfactorily removed or resolved. If additional costs are incurred by Seller due to such conflict, the Purchaser hereby agrees to reimburse Seller for the additional costs incurred.

Xylem is an Equal Opportunity Employer and shall comply with government regulations pertaining to fair and equal employment.

Work hours by Seller at the site shall be as determined by Seller. The Purchaser shall not define working hours or number of work days per week, nor prohibit Seller from working evenings, weekends, holidays, etc., when deemed to be advisable by Seller.

6. **Insurance.** During the period of erection of the equipment contemplated herein, Seller will maintain the following insurance:

- (a) Workmen's Compensation and Employer's Liability.
- (b) Occupational Disease.
- (c) Contractual Liability.
- (d) Public Liability Insurance, Personal Injury and Property Damage.
- (e) Automobile Liability, Personal Injury and Property Damage.

Any insurance required by Purchaser in addition to the above mentioned coverage shall not be considered to be included in the purchase price as set forth herein and shall be charged to the Purchaser.

7. **Unloading of Equipment.** Seller is responsible for unloading of equipment which is to be erected by Seller. Purchaser is responsible for unloading any equipment or accessories shipped to Purchaser for his installation. (Such as base channels to be embedded in concrete foundation by Purchaser, blowers or other accessories to be installed by Purchaser).

8. **Purchaser Acceptance of Erected Equipment.** When erection of the equipment nears completion Seller shall give Purchaser seventy-two hours verbal notice that the equipment shall be ready for inspection and acceptance. Purchaser agrees to provide, on seventy-two



hours' notice, an authorized agent to meet at the site with Seller's erection personnel, to inspect the erected equipment, and accept same for/or on behalf of the Purchaser. Any backordered items not installed at that time shall be listed on the acceptance agreement with written understanding that Seller is responsible for installing the subject equipment.

Backordered items shall be received by the Purchaser at the "Backordered Address" previously provided and stored until Seller's installation is scheduled.

9. **Preparation for Start-up of Erected Equipment.** Upon completion of erection Seller shall inform the Purchaser that the erected equipment is ready to be placed in service. The Purchaser shall make all preparations for which he is responsible, such as influent and effluent connections, installation of the required electrical power supply and circuitry, filling tanks with clean water for testing and start-up, etc. If any deficiencies in Seller's materials or workmanship are discovered by the Purchaser while performing this work, the Purchaser shall immediately notify Seller so that corrective action can be taken. Seller is responsible for providing start-up supervision as defined in this Quotation. For scheduling purposes, ten days notice of desired start-up date is required.

10. **Security and Protection of Equipment.** Purchaser is responsible for security of equipment stored on his site after delivery and prior to arrival of Seller's crews to begin erection; and for any backordered material delivered to Purchaser after departure of Seller's erection crews. Seller shall not be responsible for deterioration, theft, vandalism or damage to equipment which is stored on site or left inoperative after installation due to delays in start-up. Purchaser agrees to be responsible for security and protection of such equipment.

11. **Back-charges.** Seller will accept no back-charges, for any reason, which have not been approved in writing by an authorized manager of the company prior to any work being performed. Purchaser agrees to contact Seller and receive written authorization prior to incurring any costs related to back-charges.

12. **Licenses and Permits.** Unless specifically stated in Seller's Quotation, Seller is not responsible for licenses, permits or fees required to perform the work defined in this Quotation.

13. **Delays.** Seller shall not be liable for delays due to: (1) causes beyond its reasonable control; (2) acts of God, acts of customer, prerequisite work by others, acts of civil or military authority, government priorities, fires, strikes or other labor disturbances, floods, epidemics, war, riot, delays in transportation; or (3) inability to obtain or delay in obtaining, due to causes beyond its reasonable control, suitable labor, materials, or facilities.

In the event of any such delay, the time of performance shall be extended for a period equal to the time lost by reason of the delay.

In the event Seller is delayed by acts of the customer or by prerequisite work by other contractors or suppliers of the customer, Seller shall be entitled to an equitable price adjustment in addition to extension of the time of performance.

14. **Subcontract.** Seller reserves the right to subcontract any of the work to one or more subcontractors.



MEETING DATE: October 28, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT for 1125 Rosewood Drive, TMS# 11207-04-03

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-083 - Amending the Official Zoning Map to modify the zoning for 1125 Rosewood Drive, Richland County TMS # 11207-04-03

Proposal: Request to rezone the property from Community Activity Center/Corridor District (CAC) to Mixed Use District (MU-2).

Council District: 3

Applicant: Steve McNair, McNair Development

Staff Recommendation: Approval

PC Recommendation: 08/14/2025; Deferred by Planning Commission (4-2) and 09/11/2025; Recommended approval (6-1)

First reading approval was given on October 21, 2025.

ATTACHMENTS:

- **#a:** 2025-083 - Zoning Map Amendment of 1125 Rosewood Dr (PDF)
- **#b:** ZMA-2025-0016_Rosewood1125_ZPH Packet_Sept (PDF)

HISTORY:

10/21/25 Columbia City Council APPROVED ON FIRST READING

Mr. George McCutchen

Mr. Steve McNair

ORDINANCE NO.: 2025-083

*Amending the Official Zoning Map to modify the zoning for 1125 Rosewood Drive,
Richland County TMS # 11207-04-03*

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 1125 Rosewood Drive, Richland County TMS # 11207-04-03; and,

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

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

WHEREAS, the City of Columbia Planning Commission has reviewed the application and made a recommendation to City Council regarding the application in accordance with §17-2.5(c)(3)(f) of the UDO; and

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

WHEREAS, the Columbia City Council has determined that the proposed rezoning meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

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

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 1125 Rosewood Drive, Richland County, Richland County TMS# 11207-04-03 as shown in Attachment A, is hereby rezoned from Community Activity Center/Corridor District (CAC) to Mixed Use District (MU-2). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

LEGAL DEPARTMENT DRAFT

Requested by:

Assistant City Manager Palen

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

Zoning

1125 Rosewood Drive, TMS# 11207-04-03
 Current Zoning: Community Activity Center/Corridor District (CAC)
 Proposed Zoning: Mixed-Use District (MU-2)

- Legend**
- RAC: Regional Activity Center/Corridor
 - CAC: Community Activity Center/Corridor
 - RD-MV: Residential Two-Family - Mill Village District
 - LI: Light Industrial District
 - EC: Employment Campus District
 - Parcels
 - City Limits

0 100 200 Feet

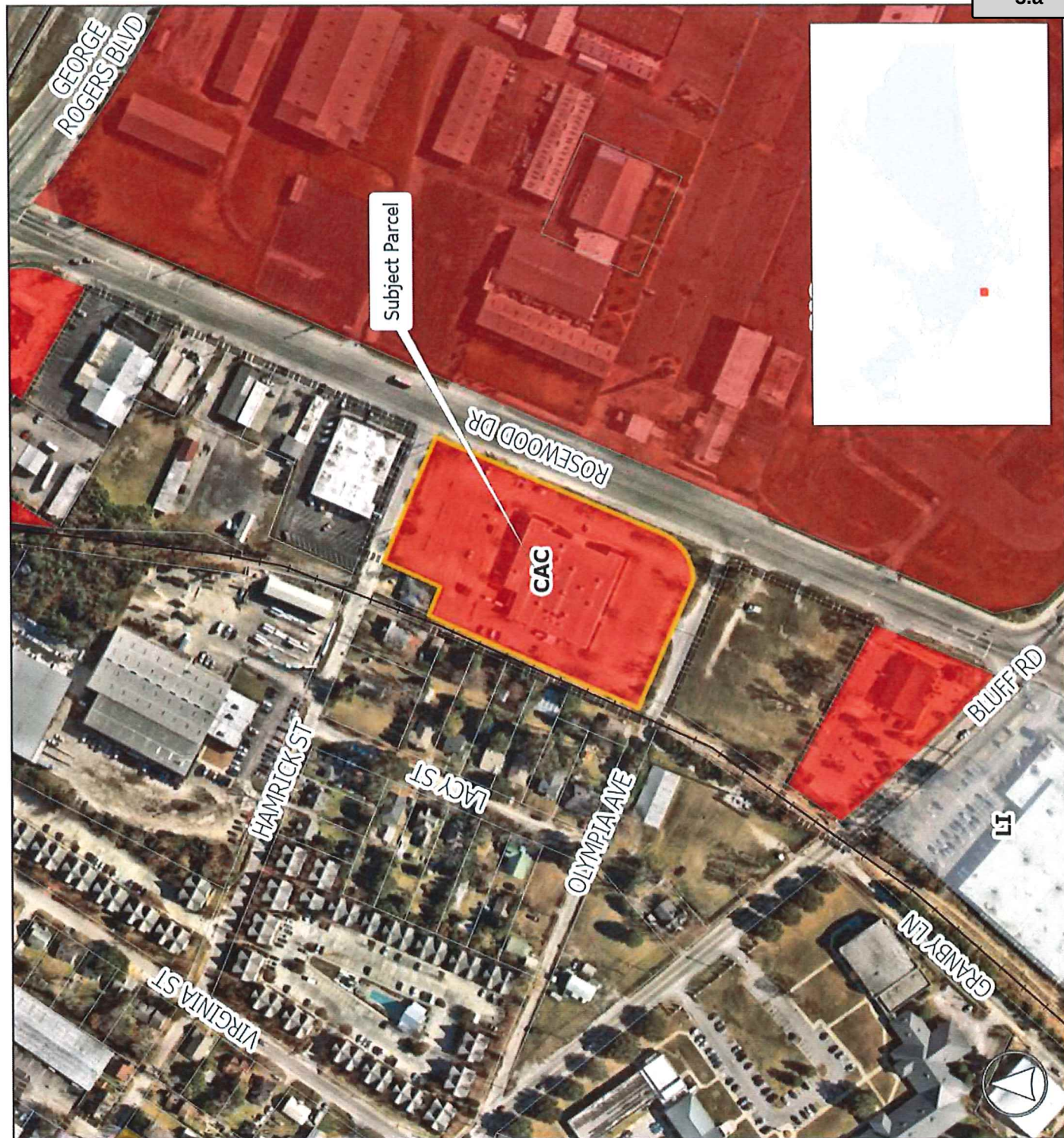


Planning & Development
 Services Department

Prepared by: swahudson Date: 7/22/2025

Packet Pg. 74

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CITY COUNCIL

October 21, 2025 at 4:00 P.M.

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

ZONING MAP AMENDMENT CASE SUMMARY

1125 Rosewood Drive, TMS# 11207-04-03

Council District:	3
Proposal:	Request to rezone the property from Community Activity Center/Corridor District (CAC) to Mixed Use District (MU-2).
Applicant:	Steve McNair, McNair Development
Staff Recommendation:	Approval
PC Recommendation:	09/11/2025; Recommended approval (6-1) 08/14/2025; Deferred by Planning Commission (4-2)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: ± 3.31 acres

Current Use: Commercial – Banquet Hall

Proposed Use: Residential – Townhomes

Future Land Use Classification: Community Activity Corridor (AC-2)

Current Zoning: Community Activity Center/Corridor District (CAC)

Proposed Zoning: Mixed Use District (MU-2)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is designated as Community Activity Corridor (AC-2) in the *Columbia Compass: Envision 2036* Future Land Use Map.

Refer to the attached land use classification description.

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

The subject property is located within the study area of the [Capital City Mill District Area & Corridor Plan](#) (2017) adopted by the City of Columbia and Richland County. The property falls within the Assembly Street Corridor sub area (pages 12 and 19-20), and the plan proposed a future land use classification of Community Activity Corridor (AC-2) for the property (page 34). Specific Mill District Characteristics were provided related to each recommended future land use classification, and for

AC-2, these were: “reuse and infill development; urban corridor scale; predominantly business; density that defines the street edge” (page 34).

ZONING

The subject property is currently zoned Community Activity Center/Corridor District (CAC). The property to the east across Rosewood Drive (State Fairgrounds) is zoned Regional Activity Center/Corridor (RAC).

The properties to the north and south are zoned General Commercial (GC) by Richland County, but the property to the south is pending annexation and rezoning to Mixed Use District (MU-2; ANNEX-2025-0016). The properties to the west are zoned Residential 6 (R6) by Richland County.

The proposed zoning is Mixed Use District (MU-2).

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

STAFF RECOMMENDATION

Staff finds that the proposed MU-2 District is consistent with the future land use classification in the *Columbia Compass* comprehensive plan, and recommends approval of this request.



Future Land Use

1125 Rosewood Drive, TMS# 11207-04-03
Future Land Use: Community Activity Corridor (AC-2)

3.b

Legend

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

0 100 200 Feet



Planning & Development
Services Department

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Zoning

1125 Rosewood Drive, TMS# 11207-04-03

Current Zoning: Community Activity Center/Corridor District (CAC)

Proposed Zoning: Mixed-Use District (MU-2)

3.b

Legend

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- City Limits



0 100 200 Feet



Planning & Development
Services Department

Created by: swhudson Date: 7/22/2025

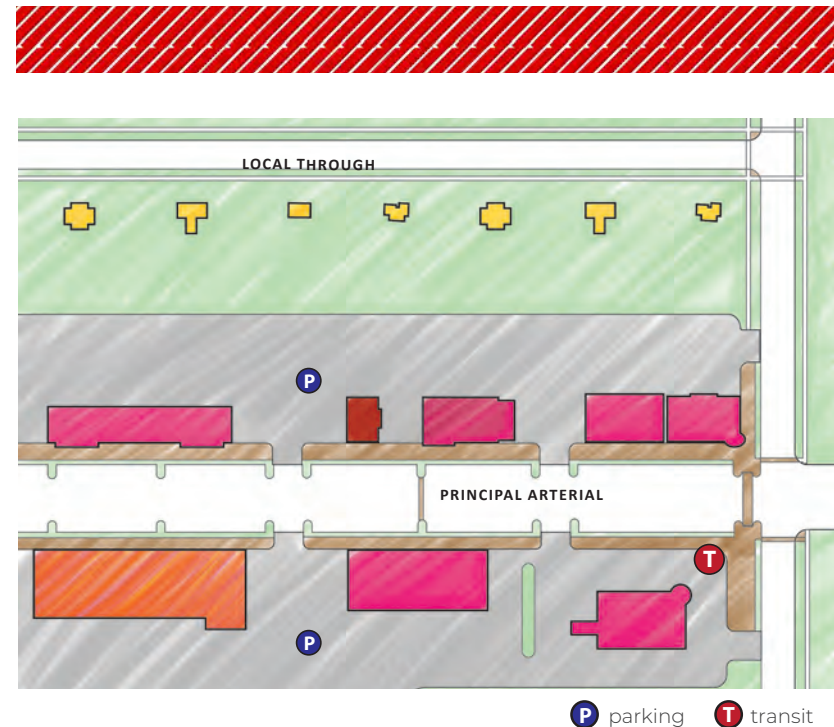
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Future Land Use Classification

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

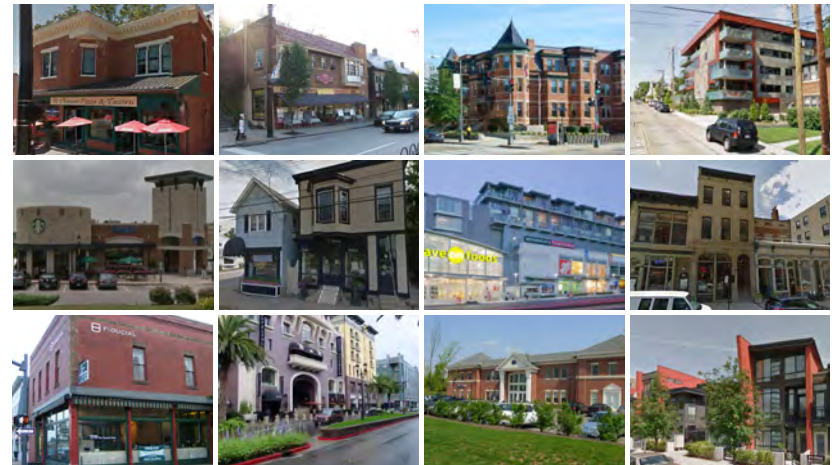
- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

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.

Current 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.

Proposed 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.



MEETING DATE: October 28, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP
AMENDMENT, AND ZONING MAP AMENDMENT for
1027 Rosewood Drive, TMS# 11203-05-03

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-086 - Annexing 1027 Rosewood Drive, Richland County TMS # 11203-05-03 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Proposal: Request to annex the property, assign the land use classification of Urban Core Neighborhood Activity Center (UCAC-1) and assign zoning of Mixed Use District (MU-2) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned General Commercial (GC) by Richland County.

Council District: 3

Applicant: Seawell & Sons, LLC / Steve McNair

Staff Recommendation: Approval

PC Recommendation: 08/14/2025; Deferred by Planning Commission (4-2) and 09/11/2025; Recommended approval (6-1)

First reading approval was given on October 21, 2025.

ATTACHMENTS:

- **#a:** 2025-086- Annex and Incorporate 1027 Rosewood Drive (PDF)
- **#b:** ANNEX-2025-0016_Rosewood1027_ZPH Packet_oct (PDF)

Action Item (ID # 10485)

Meeting of October 28, 2025

HISTORY:

10/21/25

Columbia City Council APPROVED ON FIRST READING

ORDINANCE NO.: 2025-086

Annexing 1027 Rosewood Drive, Richland County TMS # 11203-05-03 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

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

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

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

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

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

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

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

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

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

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

2. The property identified as 1027 Rosewood Drive, Richland County TMS # 11203-05-03 containing 1.8 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #3, Census Tract 28, and assigned a future land use classification of Urban Core Neighborhood Activity Center (UCAC-1) and zoning of Mixed Use District (MU-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 11203-05-03

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

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2025-086**EXHIBIT "A"**
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 1.8 acres, more or less, and being shown and designated as "Property to be Annexed" on an Annexation Exhibit titled 1027 Rosewood Drive, Richland County TMS# 11203-05-03; prepared on August 23, 2023, by Andrew Livengood, City of Columbia Planning Division.

LEGAL DEPARTMENT DRAFT



CITY COUNCIL

October 21, 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

1027 Rosewood Drive, TMS# 11203-05-03

Council District: 3

Proposal: Request to annex the property, assign the land use classification of Urban Core Neighborhood Activity Center (UCAC-1) and assign zoning of Mixed Use District (MU-2) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned General Commercial (GC) by Richland County.

Applicant: Seawell & Sons, LLC / Steve McNair

Staff Recommendation: Approval

PC Recommendation: 09/11/2025; Recommended approval (6-1)
08/14/2025; Deferred by Planning Commission (4-2)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.8 acres
Current Use: Commercial
Proposed Use: Residential
Reason for Annexation: Municipal Services – New Development
Urban Service Area: Donut Hole - Primary
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Land Use Classification: Urban Core Neighborhood Activity Center (UCAC-1)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: Mixed Use District (MU-2)
Census Tract: 28

PLANS, POLICIES, AND LAND USE

Urban Service Area

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

Principles and Goals of the Urban Service Area

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

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

Donut Holes - Primary

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

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

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

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

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Core Neighborhood Activity Center (UCAC-1). The property is currently classified as Mixed Residential (High Density) by Richland County.

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

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

The subject property is located within the study area of the [Capital City Mill District Area & Corridor Plan](#) (2017) adopted by the City of Columbia and Richland County. The property falls within the Assembly Street Corridor sub area (pages 12 and 19-20), and the plan proposed a future land use classification of Urban Core Neighborhood Activity Center (UCAC-1) for the property (page 33). Specific Mill District Characteristics were provided related to each recommended future land use classification, and for UCAC-1, these were: "mill vernacular architecture; small to medium scale; reflects patterns of adjacent neighborhoods" (page 33).

ZONING

The property is currently zoned General Commercial (GC) by Richland County. Adjacent parcels within the City of Columbia are zoned Community Activity Center/Corridor District (CAC) to the north-northeast and south, and Regional Activity Center/Corridor District (RAC) across Rosewood Drive to the east (State Fairgrounds). An application is pending (ZMA-2025-0016) to rezone the property to the north-northeast from CAC to Mixed Use District (MU-2).

Adjacent parcels in unincorporated Richland County are currently zoned General Commercial (GC) to the west, and Residential 6 (R6) to the north-northwest.

The proposed City of Columbia zoning is Mixed Use District (MU-2).

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

STAFF RECOMMENDATION

Staff recommends the assignment of the future land use classification of Urban Core Neighborhood Activity Center (UCAC-1) and recommends assigning the zoning of Mixed Use District (MU-2) at the time of annexation.



Future Land Use

1027 Rosewood Drive, TMS# 11203-05-03

Current Richland County Future Land Use: Mixed Residential (High Density)

Proposed City Future Land Use: Urban Core Neighborhood Activity Center (UCAC-1)

4.b

Legend

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

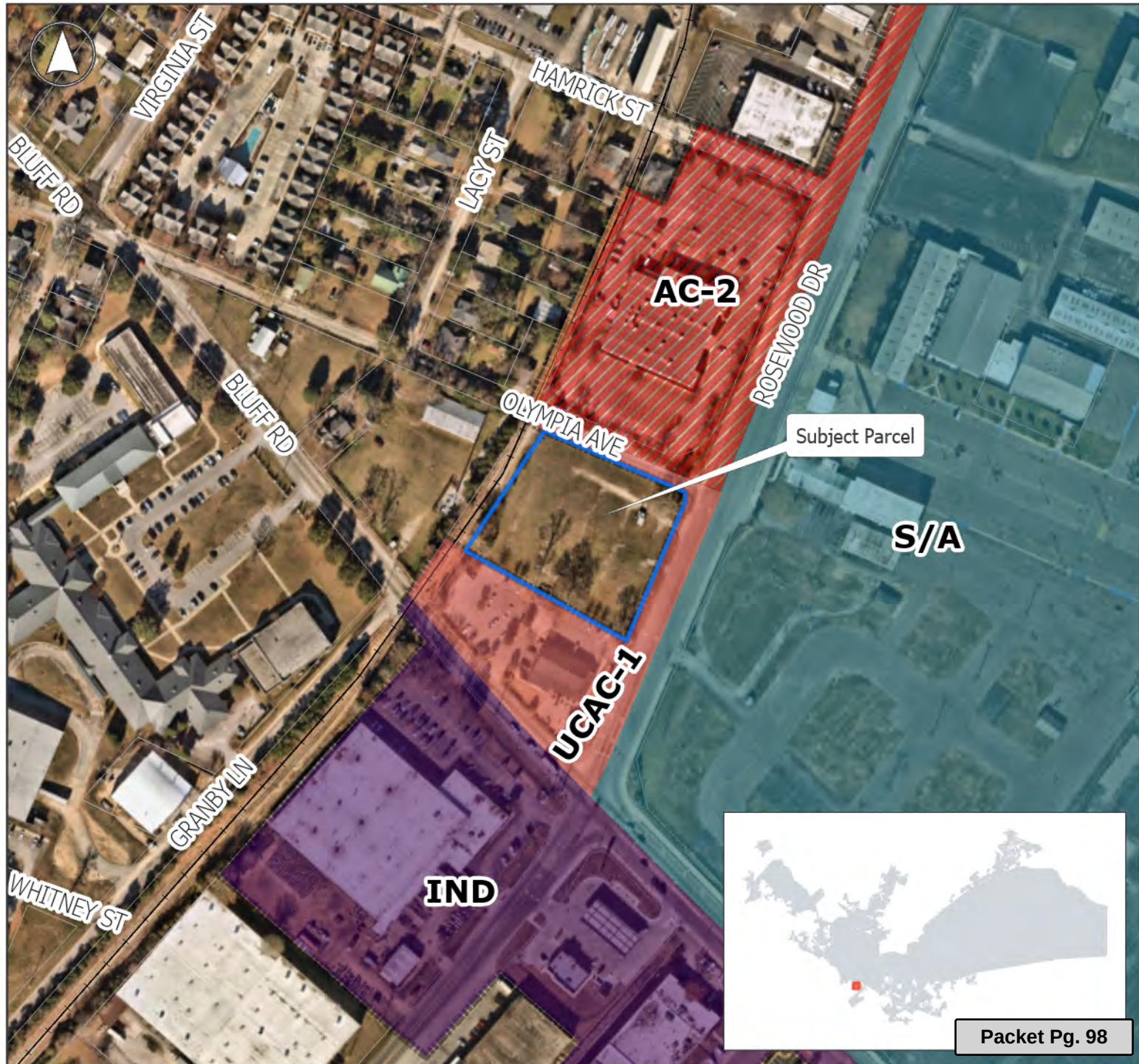
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Planning & Development
Services Department

Created by: swudson Date: 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



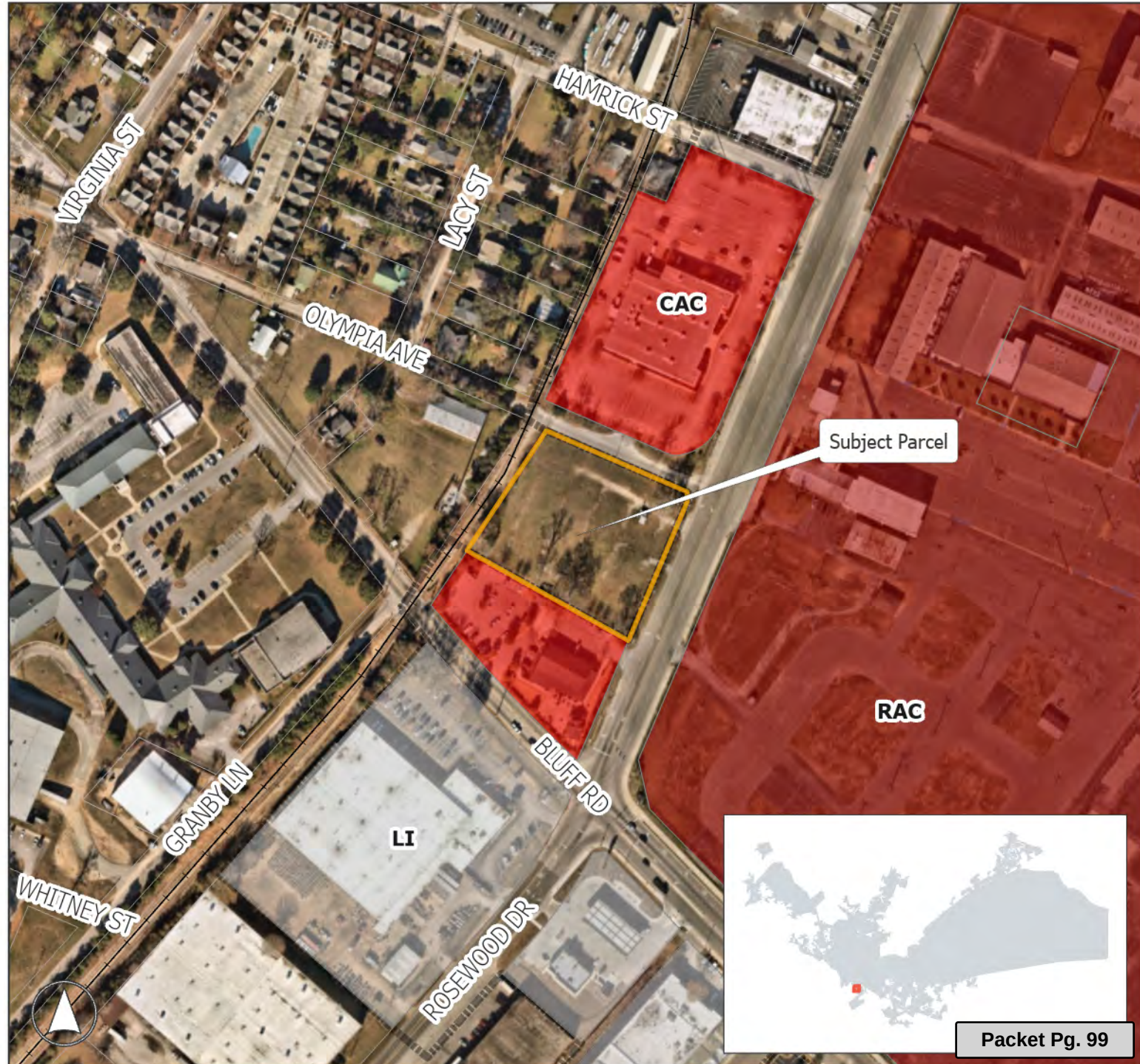
Zoning

1027 Rosewood Drive, TMS# 11203-05-03
Current Richland County Zoning: GC
Proposed City Zoning: Mixed Use District (MU-2)

4.b

Legend

- RAC: Regional Activity Center/Corridor
- CAC: Community Activity Center/Corridor
- RM-2: Residential Mixed
- LI: Light Industrial District
- Parcels
- City Limits



0 100 200 Feet



Planning & Development
Services Department

Created by: sw Hudson Date: 7/22/2025

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Current Future Land Use Classification

MIXED RESIDENTIAL

Land Use and Character

Areas include much of the urban and suburban developed areas in the County as well as edge areas adjacent to other jurisdictions in the County. These are densely developed urban and suburban areas, or opportunities for dense suburban development. Mixed residential areas include the full range of uses supportive of neighborhood, community, and regional commercial and employment needs. Residential single-family, multi-family, office and institutional, general and neighborhood commercial, and recreational uses are appropriate for this area. Some light industrial uses are also found today in these areas, but additional industrial development with significant community impacts (i.e., noise, exhaust, odor, heavy truck traffic) is discouraged, unless the area is identified specifically for these uses. Schools, churches, parks, and other institutional uses help support the full service nature of Mixed Residential areas. **See Appendix B for more detailed guidance for this category.**



Desired Development Pattern

Developments should reinforce the guiding principle of making neighborhoods and communities in Richland County more livable. Mixed Residential areas should provide a mix of housing opportunities within individual developments, preferably organized around a neighborhood center or public space. To the extent possible, commercial and office development should be located in Activity Centers and in Mixed Use Corridors. High density residential uses should be located proximate to or incorporated within Activity Centers, increasing existing and future opportunities for transit service to these locations. Grid and modified grid development patterns are preferred over curvilinear and cul-de-sac designs to support connectivity.



Transportation

Upgrades to roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. New neighborhoods should include the full range of transportation options, including recreational sidewalks, trails and greenways, as possible.

Recommended Land Uses

Primary, Secondary, and Tertiary Land Uses: See Appendix B for the map and Handbook that identify recommended Development Types and Primary, Secondary, and Tertiary Uses that are encouraged for these areas.

Policy Guidance

1. See Appendix B for the map that identifies the recommended Development Types for Mixed Residential areas, and references specific design guidance for each Development Type.

Relevant Plans

Broad River Neighborhood Master Plan, Broad River Corridor and Community Master Plan, Lower Richland Community Strategic Master Plan, Trenholm Acres/Newcastle Master Plan, Arcadia Lakes Comprehensive Plan, Blythewood Comprehensive Plan, Cayce Comprehensive Plan, Columbia Comprehensive Plan, Forest Acres Comprehensive Plan

Priority Investment Areas

1 I-26 Broad River Road interchange (south), Portion of #5 I-20 Fairfield Interchange, Most of #9 Decker Boulevard and Two Notch Road, Portion of #10 I-77 Bluff Road Interchange (Bluff Road Exit)

Areas of Common Interest

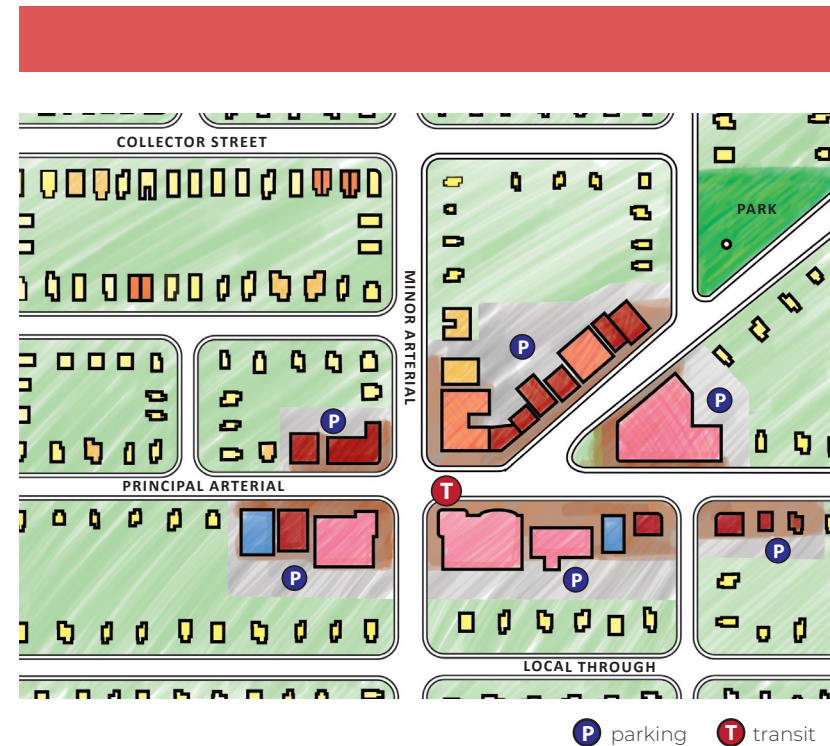
Proposed projects in the Northwest, North Central, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Proposed Future Land Use Classification

Development Types

URBAN CORE NEIGHBORHOOD ACTIVITY CENTER (UCAC-1)

Urban Core Neighborhood Activity Centers are small collections of primarily business uses, developed within the grid of Columbia's neighborhoods. These centers occur along major roadways through neighborhoods and provide services and retail to a market within the immediate neighborhood, or within a quarter-mile to one-mile radius, but they may capture traffic moving through the neighborhood on the way to other destinations. These centers typically occupy only parts of a city block and consist of just a few storefronts, two to three story mixed-use buildings, and have limited on-site parking. Their scale and architecture are similar to the surrounding neighborhood. They may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods. They do not display a significantly different subdivision pattern from the surrounding neighborhood.



UCAC-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small
- Business/Employment Small (excl. Flex)

SECONDARY TYPES

- Single-family Attached
- Multi-family Small & Medium
- Civic/Institutional Small to Large

TERTIARY TYPES

- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

UCAC-1 DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight with wide sidewalks and tree lawns. Sidewalks may be wider in activity centers than along the rest of the corridor. On-street parking, even along a road without on-street parking along the whole route, is appropriate.
- Blocks are square or rectangular, and the uses in the activity center typically occupy only a quarter or half of the block. Alleyways can be used in redevelopment or infill to provide access to small rear parking lots.
- The subdivision of lots is regular within a block with small, equally sized parcels typically meeting mid-block. Multiple smaller lots are consolidated to accommodate larger buildings in an activity center. Deeper lots are typically found along major roads.
- Buildings are typically set to the sidewalk edge or may have a small lawn when a converted residential structure is used. Entrances should be located on the main façade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of a block.
- Individual buildings may be attached or built close to each other to establish a continuous street frontage. Individual lots may have only one narrow side yard and a zero lot line setback from front or side property lines.
- Building types may be mixed on a block, but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Structures may just utilize on-street parking or may have small



parking areas behind the building; activity center parking may be shared in small lots.

- Open spaces in the form of neighborhood parks, plazas, linear parks, and greens are also contributing uses in an activity center. Pedestrian-oriented streetscape elements such as benches, street trees, landscaping, and outdoor dining areas are typical.
- Architectural detailing is human scale and shares many characteristics and proportions with single-family architecture, including frequent windows, front entrances, porches, stoops, and/or balconies. The majority of buildings are two to three stories.

Proposed Zoning District



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.



MEETING DATE: October 28, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP
AMENDMENT, AND ZONING MAP AMENDMENT for
930 Brantley Street, TMS# 07306-02-32

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-085 - Annexing 930 Brantley Street, Richland County TMS # 07306-02-32 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Proposal: Request to annex the property, assign the land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of Residential Single Family – Large Lot District (RSF-1) for a pending annexation. The property is currently classified as Mixed Residential (High Density) within a Priority Investment Area and zoned Residential 2 (R2) by Richland County.

Council District: 2

Applicant: People's Holdings, LLC

Staff Recommendation: Approval

PC Recommendation: 09/11/2025; Recommended approval (7-0)

First reading approval was given on October 21, 2025.

ATTACHMENTS:

- **#a:** 2025-085 - Annex and Incorporate 930 Brantley Street (PDF)
- **#b:** ANNEX-2025-0018_Brantley930_ZPH Packet (PDF)

HISTORY:

10/21/25

Columbia City Council APPROVED ON FIRST READING

ORDINANCE NO.: 2025-085

Annexing 930 Brantley Street, Richland County TMS # 07306-02-32 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 930 Brantley Street, Richland County TMS # 07306-02-32 containing 0.40 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #2, Census Tract 104.03, and assigned a future land use classification of Urban Edge Mixed Residential (UEMR) and zoning of Residential Single Family – Large Lot District (RSF-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 07306-02-32

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.: 2025-085**EXHIBIT "A"**
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.40 acres, more or less, and shown and designated as block 02, lot 32 on Richland County Tax Map 07306. Said parcel having such boundaries and measurements as are shown on said tax map.

LEGAL DEPARTMENT DRAFT



CITY COUNCIL

October 21, 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

930 Brantley Street, TMS# 07306-02-32

Council District: 2

Proposal: Request to annex the property, assign the land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of Residential Single Family – Large Lot District (RSF-1) for a pending annexation. The property is currently classified as Mixed Residential (High Density) within a Priority Investment Area and zoned Residential 2 (R2) by Richland County.

Applicant: People's Holdings, LLC

Staff Recommendation: Approval

PC Recommendation: 09/11/2025; Recommended approval (7-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.40 acre

Current Use: Residential

Proposed Use: Residential

Reason for Annexation: Municipal Services - Existing Residence

Urban Service Area: Donut Hole - Secondary

Current County Land Use Classification: Mixed Residential (High Density) within a Priority Investment Area

Proposed City Land Use Classification: Urban Edge Mixed Residential (UEMR)

Current County Zoning: Residential 2 (R2)

Proposed City Zoning: Residential Single Family – Large Lot District (RSF-1)

Census Tract: 104.03

PLANS, POLICIES, AND LAND USE

Urban Service Area

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

Principles and Goals of the Urban Service Area

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 - Secondary

Donut Holes - Secondary are the donut holes where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation at this time. For example, it may be that the storm drainage and/or road system is substandard or that the area is in an overburdened service area.

Annexation within an area classified as Donut Hole - Secondary should be considered, but an assessment of the impact on the City's revenue and ability to serve the property/area in question is needed. In areas lacking infrastructure or serviceability, the City should work towards improving these conditions in collaboration with the communities, the County, and other organizations if possible.

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

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

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Edge Mixed Residential (UEMR). The property is currently classified as Mixed Residential (High Density) and is located within a Priority Investment Area identified by Richland County.

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

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

The subject property is located within the study area of the [Reaching Riverbanks Community Mobility Plan](#) (adopted by the City of Columbia in 2025), and the [Broad River Corridor and Community Master Plan](#) (adopted by Richland County in 2010).

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

The subject property is split between growth and conservation areas along the same lines, with property identified for conservation. Per the plan:

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

Overall plan recommendations include improving pedestrian and bicycle access to the rivers and existing park spaces and improving or identifying small neighborhood connections that improve internal circulation away from the major corridors (page 52). No recommendations are made for or adjacent to the subject property.

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

ZONING

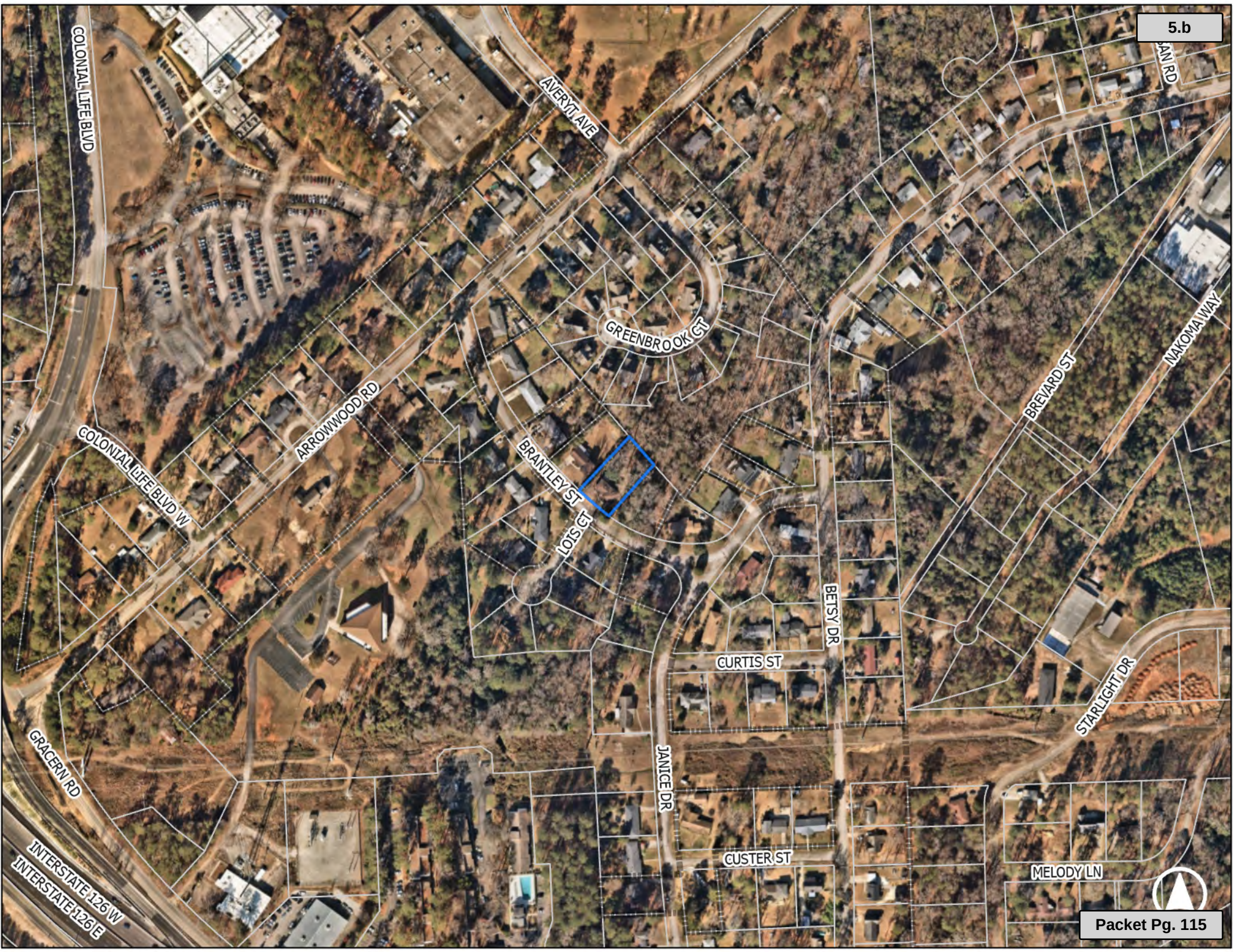
The property is currently zoned Residential 2 (R2) by Richland County. Adjacent parcels within the City of Columbia are zoned Residential Single Family – Large Lot District (RSF-1). Adjacent parcels in unincorporated Richland County are currently zoned Residential 2 (R2).

The proposed City of Columbia zoning is Residential Single Family – Large Lot District (RSF-1).

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

STAFF RECOMMENDATION

Staff recommends the assignment of the future land use classification of Urban Edge Mixed Residential (UEMR) and recommends assigning the zoning of Residential Single Family – Large Lot District (RSF-1) at the time of annexation, as it would be consistent with the classification and zoning of the surrounding properties.



Future Land Use

930 Brantley Street, TMS# 07306-02-32

5.b

Current Richland County Future Land Use: Mixed Res. (High Density) within Priority Investment Area
Proposed City Future Land Use: Urban Edge Mixed Residential (UEMR)

Legend

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

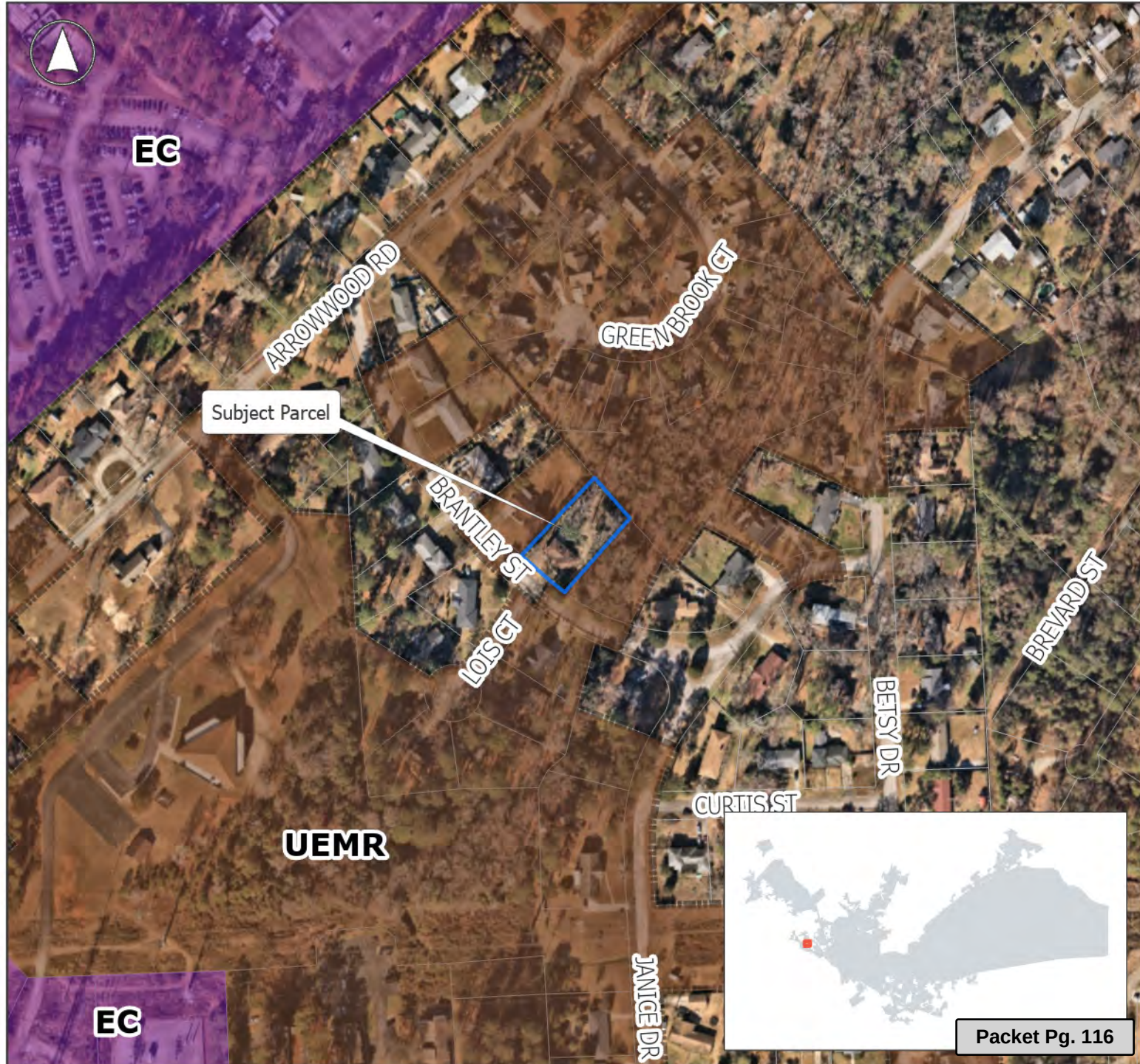
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Planning & Development
Services Department

Created by: sw Hudson Date: 8/19/2025

This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia



Zoning

930 Brantley Street, TMS# 07306-02-32

Current Richland County Zoning: R2

Proposed City Zoning: Residential Single Family Large Lot (RSF-1)

5.b

Legend

- GC: General Commercial District
- RSF-2: Residential Single Family - Medium Lot District
- RSF-1: Residential Single Family - Large Lot District
- RM-2: Residential Mixed
- RM-1: Residential Mixed
- EC: Employment Campus District
- Parcels
- City Limits



0 100 200 Feet



Planning & Development
Services Department

Created by: sw Hudson Date: 8/19/2025

This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia

Current Future Land Use Classification

MIXED RESIDENTIAL

Land Use and Character

Areas include much of the urban and suburban developed areas in the County as well as edge areas adjacent to other jurisdictions in the County. These are densely developed urban and suburban areas, or opportunities for dense suburban development. Mixed residential areas include the full range of uses supportive of neighborhood, community, and regional commercial and employment needs. Residential single-family, multi-family, office and institutional, general and neighborhood commercial, and recreational uses are appropriate for this area. Some light industrial uses are also found today in these areas, but additional industrial development with significant community impacts (i.e., noise, exhaust, odor, heavy truck traffic) is discouraged, unless the area is identified specifically for these uses. Schools, churches, parks, and other institutional uses help support the full service nature of Mixed Residential areas. **See Appendix B for more detailed guidance for this category.**



Desired Development Pattern

Developments should reinforce the guiding principle of making neighborhoods and communities in Richland County more livable. Mixed Residential areas should provide a mix of housing opportunities within individual developments, preferably organized around a neighborhood center or public space. To the extent possible, commercial and office development should be located in Activity Centers and in Mixed Use Corridors. High density residential uses should be located proximate to or incorporated within Activity Centers, increasing existing and future opportunities for transit service to these locations. Grid and modified grid development patterns are preferred over curvilinear and cul-de-sac designs to support connectivity.



Transportation

Upgrades to roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. New neighborhoods should include the full range of transportation options, including recreational sidewalks, trails and greenways, as possible.

Recommended Land Uses

Primary, Secondary, and Tertiary Land Uses: See Appendix B for the map and Handbook that identify recommended Development Types and Primary, Secondary, and Tertiary Uses that are encouraged for these areas.

Policy Guidance

1. See Appendix B for the map that identifies the recommended Development Types for Mixed Residential areas, and references specific design guidance for each Development Type.

Relevant Plans

Broad River Neighborhood Master Plan, Broad River Corridor and Community Master Plan, Lower Richland Community Strategic Master Plan, Trenholm Acres/Newcastle Master Plan, Arcadia Lakes Comprehensive Plan, Blythewood Comprehensive Plan, Cayce Comprehensive Plan, Columbia Comprehensive Plan, Forest Acres Comprehensive Plan

Priority Investment Areas

1 I-26 Broad River Road interchange (south), Portion of #5 I-20 Fairfield Interchange, Most of #9 Decker Boulevard and Two Notch Road, Portion of #10 I-77 Bluff Road Interchange (Bluff Road Exit)

Areas of Common Interest

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

- Apply for the status of a Certified Local Government (CLG), which is a partnership of local, state, and federal promoting historic preservation as part of local planning and policies.
- Create a community land trust program, providing a mechanism for mitigating the increasing cost and its impact on the cost of affordable housing.
- Develop an Infill Housing program including the compilation of a comprehensive list of all vacant lots within Priority Investment Areas.
- Inventory all key natural and scenic resources in the County.
- Create (or assist existing) civic volunteer programs maintaining current parks and greenways.

Richland County has addressed this aspect of the Act by designating 11 priority investment areas in the Future Land Use Map (see Land Use Element). These areas indicate where priority public investments should be focused in future years, and where private investments are encouraged. The map and table on the following pages provide more information on these priority investment areas.

The Planning Department should coordinate with other County departments ensuring these plans, programs, and studies are completed in a timely manner.

Priority Investment Areas

The Priority Investment Act (ACT) allows local governments to develop market-based incentives and to reduce unnecessary housing regulatory requirements to encourage development of traditional neighborhood designs and affordable housing in priority investment areas. Priority investment areas in Richland County also include priorities for community redevelopment and future economic development targets.



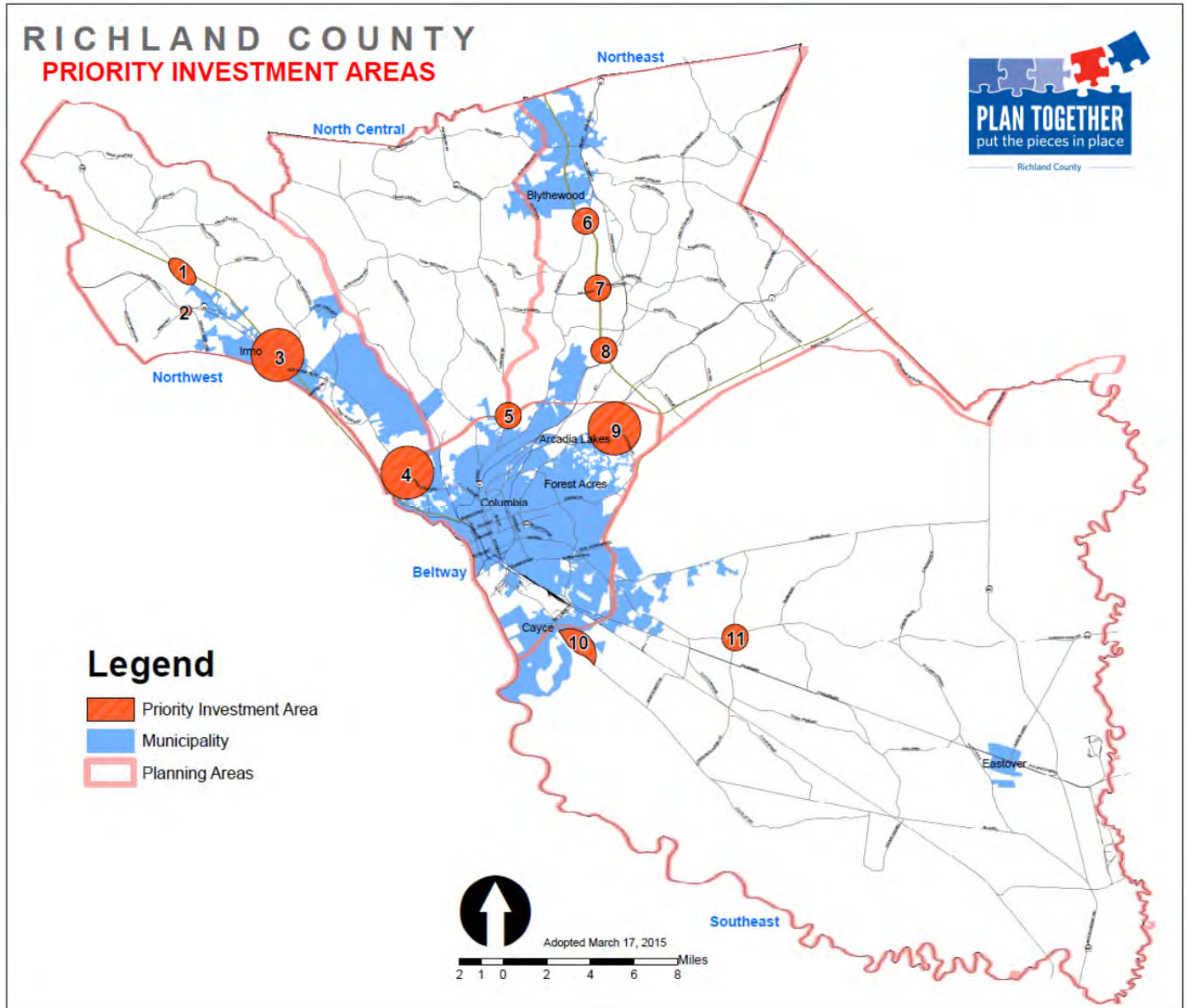


Table 1. Priority Investment Areas

PIA Number Shown on Previous Map	Name and Description	PIA Intent
1	I-26 Broad River Road (north) Interchange. Small commercial node in Northwestern Richland County.	This area presents opportunities to provide neighborhood scale commercial for surrounding residences to reduce vehicle miles traveled and provide convenient access to daily needed goods and services. A Neighborhood Activity Center is located in this area. Investments could include necessary infrastructure, streetscape improvements, signage, and lighting.
2	Ballentine at Dutch Fork Road, Marina Road, and Broad River Road. Commercial node in Northwestern Richland County.	Area has existing commercial development, and is identified as a Neighborhood Activity Center. The intent is to provide neighborhood serving commercial uses, but to limit development to neighborhood serving uses to ensure safe and efficient traffic flow from surrounding neighborhoods. Investments could include necessary infrastructure, streetscape improvements, signage, and lighting.
3	I-26 Broad River Road (south) Interchange. Commercial node that is planned to be the location of a future regional transit station.	This area has been identified as the potential location for a future transit station. Opportunities to create transit-oriented developments through the redevelopment of aging commercial centers is encouraged. Investment opportunities include partnering with the City of Irmo to foster redevelopment within the corridor, and to develop master plans for future transit station development.
4	Broad River and Bush River. Larger commercial corridor with opportunities for redevelopment. Future regional transit station planned for just south of PIA.	This is a high activity area with many opportunities to redevelop aging commercial centers and revitalize surrounding neighborhoods. It is identified as a Community Activity Center. The Broad River Neighborhood and Corridor Master Plans should help guide these efforts in the future. Investments include partnerships with the City of Columbia to plan for redevelopment of Dutch Square Mall and St. Andrews areas, and to provide necessary infrastructure investments to foster redevelopment.

PIA Number Shown on Previous Map	Name and Description	PIA Intent
5	I-20 Fairfield Road Interchange. Commercial and industrial node.	This interchange is identified as a Community Activity Center. The area is currently a mix of commercial and industrial uses, and could be redeveloped to include a broader array of uses within a mixed use environment. Investments opportunities include partnering with the City of Columbia to plan for redevelopment of this area, with a focus on the Community Activity Center, and to provide necessary infrastructure to foster redevelopment.
6	I-77 Wilson Boulevard Interchange. Industrial node located within an Economic Development Corridor.	The I-77 corridor is a regional corridor that offers a prime location for future industrial and business park users. Investments include ensuring that adequate infrastructure is in place to support employment development.
7	I-77 Killian Road Interchange. Commercial and industrial node located within an Economic Development Corridor.	The I-77 corridor is a regional corridor that offers a prime location for future industrial and business park users, as well as for visiting tourists. This is the location of the planned Richland County water park. Investments include ensuring that adequate infrastructure is in place to support future economic development efforts.
8	I-77 Farrow Road Interchange. Commercial node and located within an Economic Development Corridor with opportunities for redevelopment.	This area is currently developed with a broad range of commercial and industrial uses. Opportunities existing for redeveloping this node to take advantage of the I-77 regional corridor. Investments include ensuring that adequate infrastructure is in place to support employment development, and to develop redevelopment strategies specific to the area.
9	Decker Boulevard and Two Notch Road. Regional commercial node with significant redevelopment opportunities. Future regional transit station planned within this area.	This is a high activity area with many opportunities to redevelop aging commercial centers and revitalize surrounding neighborhoods. It is identified as a Community Activity Center. The Renaissance Plan: Decker Boulevard /Woodfield Park Area Master Plan should help guide these efforts in the future. Investments include partnerships with the City of Columbia to plan for redevelopment of Columbia Place and surrounding commercial areas, and to provide necessary infrastructure investments to foster redevelopment.

PIA Number Shown on Previous Map	Name and Description	PIA Intent
10	I-77 Bluff Road Near Interchange. Industrial node located within an Economic Development Corridor.	Located at the southern border of the City of Columbia and Cayce, this area is identified as strategic economic opportunity. Current activities include planning for development of a Richland County Sports Arena. Investments include ensuring that adequate infrastructure is in place to support future economic development efforts.
11	Lower Richland Boulevard and Garners Ferry Road. Southeast Richland Neighborhood Master Plan area carried forward in recently adopted Lower Richland Community Strategic Master Plan.	Located within Lower Richland County, this site is an important crossroads in the community. Prior planning efforts identified opportunities to redevelop this area using a Village Center approach. County investments include ensuring that adequate infrastructure is in place to support future redevelopment efforts.

Additional Priority Investment Opportunities

Beyond the Priority Investment Areas listed on the map, there are other strategic investment opportunities that the County should consider when developing annual Capital Improvement Plans. These include:

Farm to Market Facility in Lower Richland

Identification of an appropriate area in Lower Richland for developing a “Farm to Market” center that can assist local farmers in preparing and selling their products to the residents of the County is an important opportunity. This is a business investment and a workforce development opportunity that could bring much exposure and focus on the benefits of farming in the community.

Redevelopment of Downtown Eastover

The heart of Lower Richland County is the small

town of Eastover. This community struggles to maintain vibrancy as the focus for new development occurs several miles away to the north. However the community is rich with opportunities for economic development. This community is the closest town to the Congaree National Park that serves thousands of visitors annually. Richland County has an opportunity to partner with leaders in Lower Richland and Eastover to identify opportunities to assist with efforts to redevelop and revitalize downtown Eastover. A unique opportunity underway is redevelopment of an original bank building, shown in the image below. Investment opportunities could include façade grants, infrastructure and streetscape improvements, and signage.



Proposed Future Land Use Classification

Development Types

URBAN EDGE MIXED RESIDENTIAL (UEMR)

Urban Edge Mixed Residential neighborhoods are appropriate near the perimeter of the City or in the outer ring of neighborhoods. This development type primarily represents existing post-1940s subdivisions and the auto-oriented corridors associated with them. The pattern is also suitable for small to medium infill development within these areas. It is primarily characterized by individual subdivisions or neighborhoods with a specific street and block pattern adjacent to other subdivisions or neighborhoods with a different subdivision street and block pattern. Urban Edge Mixed Residential neighborhoods can accommodate a variety of housing types from detached single-family to multi-family complexes.



P parking T transit

UEMR BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small & Medium

TERTIARY TYPES

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

See matrix for appropriate park/open space types.

Development Types

UEMR DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure. It may have limited points of connections and frequent use of culs-de-sac.
- Streets vary in width from 30 foot rights-of-way to 60 foot rights-of-way. Sidewalks are not common in existing neighborhoods but should be provided in redevelopment or new development.
- Blocks vary by subdivision but may be similar to an urban block, or be less defined and more organically shaped by the landscape or former parent lot.
- The subdivision pattern is typically very consistent in terms of lot sizes. Lots themselves may vary from rectangular parcels to wedge-shaped parcels consistent with the more curvilinear street network and cul-de-sac lots.
- Buildings are typically located near the center of the lot, with somewhat equal front and back yards. Buildings often present a wider façade to the street and attached garages and driveways are common.
- Building scale and design of groups of housing types should be complimentary to adjacent housing types in scale. Housing types are typically developed in separate subdivisions (multi-family, single-family, townhouses). Mixing of housing types within a block is uncommon.
- Open space should be provided throughout Urban Edge Mixed Residential developments in an informal and passive manner as well as through neighborhood recreation facilities and clubhouses.



- Architectural details may vary within each subdivision depending on the mix of residential types and era of construction. Infill development should respect the existing horizontal and vertical scaling as well as location and orientation of buildings on the lots.

Proposed Zoning District



RSF-1: Residential Single Family – Large Lot District

Purpose

The purpose of the Residential Single-Family - Large Lot (RSF-1) District is to provide lands that accommodate primarily single-family detached dwellings at very low densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	15,000
Lot Width, min. (ft.)	90
Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	40
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	25
Side Yard Setback, min. (ft.)	8
Rear Yard Setback, min. (ft.)	15
Building Height, max. (ft.)	40

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

Use Standards

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

PRINCIPAL USES PERMITTED	Cemetery ²
Dwelling, single-family detached	Park or greenway ¹
Community recreation center	Utility facility, major ²
Cultural facility ²	Utility facility, minor
Day care facility ²	Community garden ¹
Library	Crop production and processing ²
Place of worship ²	
Public safety facility	
Elementary, middle, or high school ²	
Arboretum or botanical garden ²	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.



MEETING DATE: October 28, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE to Amend standards for duplexes and setbacks in RD-MV District**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-088 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 3: Zoning Districts Sec. 17-3.2. Residential Base Zoning Districts, (i) RD-MV: Residential Two-Family Mill Village District

Proposal: Amend the Unified Development Ordinance, Chapter 17, Article 3: Zoning Districts Sec. 17-3.2. Residential Base Zoning Districts (i) RD-MV: Residential Two-Family Mill Village District to modify requirements for two-family dwellings.

Applicant: Andrew Livengood, Zoning Administrator

Staff Recommendation: Staff Sponsored

PC Recommendation: 09/11/2025; Recommended approval (7-0)

First reading approval was given on October 21, 2025.

ATTACHMENTS:

- **#a:** 2025-088 - Amending Chapter 17 Article 3 RD-MV (PDF)
- **#b:** TA-2025-0012_RD-MV_SingleFamilyConversions_ZPH_oct(PDF)

HISTORY:

10/21/25

Columbia City Council APPROVED ON FIRST READING

ORDINANCE NO.: 2025-088

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 3: Zoning Districts Sec. 17-3.2. Residential Base Zoning Districts, (i) RD-MV: Residential Two-Family Mill Village District

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2025, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 3: Zoning Districts, Sec. 17-3.2, Residential Base Zoning, (i) RD-MV: Residential Two-Family Mill Village District is amended to read as follows:

Sec. 17-3.2 Residential Base Zoning**(i) RD-MV: Residential Two-Family Mill Village District****(1) Purpose**

The purpose of the Residential Two-Family - Mill Village (RD-MV) District is to accommodate a mix of singlefamily dwellings and twofamily dwellings at higher densities on lands within the historic Mill Village area. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

(2) Use Standards

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	3,300 [1]
<u>1</u> Lot Width, min. (ft.)	50
<u>2</u> Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	50
Density, max. (du/acre)	13.2
<u>3</u> Front Yard Setback, min. (ft.)	5
<u>4</u> Side Yard Setback, min. (ft.)	5
<u>5</u> Rear Yard Setback, min. (ft.)	10
<u>6</u> Building Height, max. (ft.)	35
Notes: ft. = feet sf. = square feet du. = dwelling unit	

[1] A minimum lot area of 3,300 square feet is required. To establish or reestablish a A duplex (two-family dwelling), a lot must be of sufficient area to meet density requirements, however a duplex may be established on any single vacant lot that is depicted as a discrete tax parcel upon a tax map within the 1999 editions of the Richland County or Lexington

County Real Property Tax Map compilations. Notwithstanding the requirements in Section 17-7.2(d) Expansion or Enlargement, a nonconforming duplex may be expanded or enlarged, provided:

- a. A Certificate of Zoning Compliance is issued by the Zoning Administrator in accordance with section 17-7.2(c) Determination of Nonconformity Status;
- b. The expansion or enlargement conforms to overlay requirements, if any;
- c. The expansion or enlargement not increase the heated area of the duplex above 120 percent of the average heated area for one- and two-family dwellings on the same block face, as determined by the most recent County tax records; and
- d. The expansion or enlargement is not exempt from meeting setback, height, and lot coverage requirements.

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:



CITY COUNCIL

October 21, 2025 at 4:00 P.M.

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

AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE Amend standards for duplexes and setbacks in RD-MV District

Proposal: Amend the Unified Development Ordinance, Chapter 17, Article 3: Zoning Districts Sec. 17-3.2. Residential Base Zoning Districts (i) RD-MV: Residential Two-Family Mill Village District to modify requirements for two-family dwellings.

Applicant: Andrew Livengood, Zoning Administrator

Staff Recommendation: Staff Sponsored

PC Recommendation: 09/11/2025; Recommended approval (7-0)

DETAILS

In April of 2025, the PC recommended approval of an amendment to restore two items that failed to make the transition from the old Mill Village Two-Family Residential District (RD-2) to its successor, the current Residential Two-Family Mill Village District (RD-MV) upon the adoption of the Unified Development Ordinance (UDO) on August 20, 2019.

Briefly, the intent of that amendment was to allow for the establishment of a duplex on certain small historic lots, and to correct an error in the setback requirements.

The neighborhood has requested an additional amendment to the requirements of the RD-MV district. This new amendment will:

- Keep the ability to establish a new duplex on *vacant* historic lots as small as 3,300 square feet;
- Prohibit the conversion of single-family residences to duplexes unless the lot meets density per acre requirements; and
- Allow for small additions to existing nonconforming duplexes.

Both the original RD-2 district and the current RD-MV district are intended for historic mill village areas.

Article 3: Zoning Districts

Sec. 17-3.2. Residential Base Zoning Districts

(i) RD-MV: Residential Two-Family - Mill Village District

(i) RD-MV: Residential Two-Family - Mill Village District

(1) Purpose

The purpose of the Residential Two-Family - Mill Village (RD-MV) District is to accommodate a mix of single-family dwellings and two-family dwellings at higher densities on lands within the historic Mill Village area. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.



(2) Use Standards

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	3,300 [1]
1 Lot Width, min. (ft.)	50
2 Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	50
Density, max. (du/acre)	13.2
3 Front Yard Setback, min. (ft.)	5
4 Side Yard Setback, min. (ft.)	5
5 Rear Yard Setback, min. (ft.)	10
6 Building Height, max. (ft.)	35

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

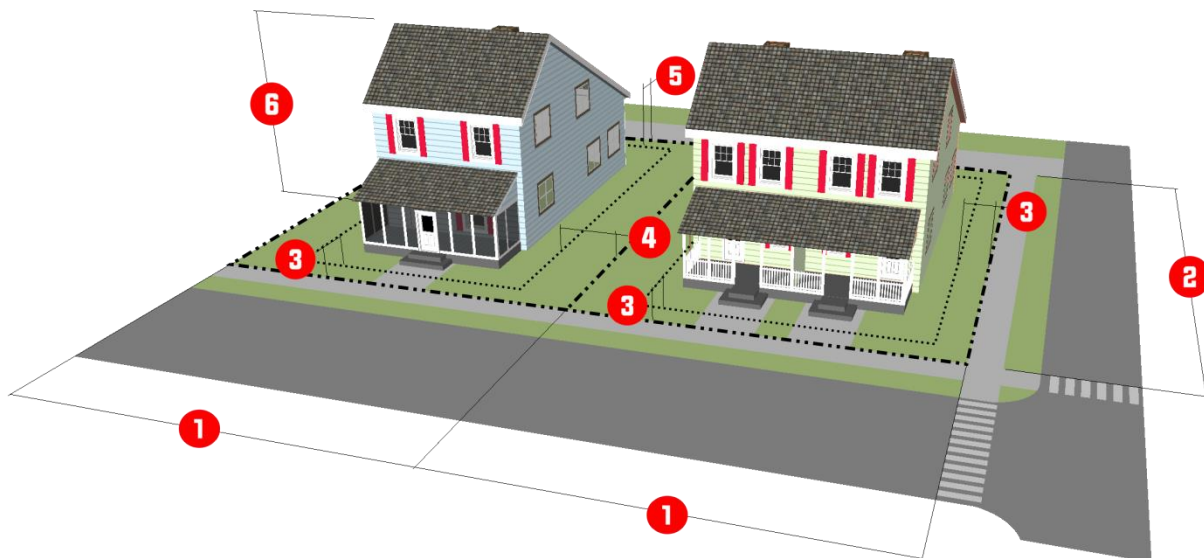
Article 3: Zoning Districts

Sec. 17-3.2. Residential Base Zoning Districts

(i) RD-MV: Residential Two-Family - Mill Village District

[1] A minimum lot area of 3,300 square feet is required. To establish or reestablish a duplex (two-family dwelling), a lot must be of sufficient area to meet density requirements, however a duplex may be established on any single vacant lot that is depicted as a discrete tax parcel upon a tax map within the 1999 editions of the Richland County or Lexington County Real Property Tax Map compilations. Notwithstanding the requirements in Section 17-7.2(d) *Expansion or Enlargement*, a nonconforming duplex may be expanded or enlarged, provided:

- a. A Certificate of Zoning Compliance is issued by the Zoning Administrator in accordance with section 17-7.2(c) *Determination of Nonconformity Status*;
- b. The expansion or enlargement conforms to overlay requirements, if any;
- c. The expansion or enlargement not increase the heated area of the duplex above 120 percent of the average heated area for one- and two-family dwellings on the same block face, as determined by the most recent County tax records; and
- d. The expansion or enlargement is not exempt from meeting setback, height, and lot coverage requirements.



Article 3: Zoning Districts

Sec. 17-3.2. Residential Base Zoning Districts

(i) RD-MV: Residential Two-Family - Mill Village District

(4) Reference to Other Standards			
Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement



MEETING DATE: October 28, 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:

PURPOSE:
First reading approval was given on October 21, 2025.

ATTACHMENTS:

- **#a:** 2025-055 - Amend Sec. 15-5 User Fees _v6 (PDF)

HISTORY:

10/07/25	Columbia City Council DEFERRED
10/21/25	Columbia City Council APPROVED ON FIRST READING

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:*

Park Rental Fees						
<u>Item</u>	<u>Cost</u>	<u>Duration (Hours)</u>	<u>Notes</u>	<u>Security Deposit</u>	-	<u>Application Deadline (See below for details)</u>
Full Park Rental / Ticketed or Free Admission	\$2,500.00	6	1-6 hours	\$1,250.00	-	A or B
Full Park Rental / Ticketed or Free Admission	\$3,000.00	7	-	\$1,500.00	-	A or B
Full Park Rental / Ticketed or Free Admission	\$3,500.00	8	-	\$1,750.00	-	A or B
Full Park Rental / Ticketed or Free Admission	\$5,000.00	9+	Full Day	\$2,500.00	-	A or B
-	-	-	-	-	-	-
Full Park Rental / Ticketed or Free Admission (City Holiday)	\$3,500.00	6	1-6 hours	\$1,750.00	-	A or B
Full Park Rental / Ticketed or Free Admission (City Holiday)	\$4,000.00	7	-	\$2,000.00	-	A or B
Full Park Rental / Ticketed or Free Admission (City Holiday)	\$4,500.00	8	-	\$2,250.00	-	A or B
Full Park Rental / Ticketed or Free Admission (City Holiday)	\$6,000.00	9+	Full Day	\$3,000.00	-	A or B
-	-	-	-	-	-	-
Full Park Rental / Ticketed or Free Admission (Non-profit)	\$1,250.00	6	1-6 hours	\$625.00	-	A or B
Full Park Rental / Ticketed or Free Admission (Non-profit)	\$1,500.00	7	-	\$750.00	-	A or B
Full Park Rental / Ticketed or Free Admission (Non-profit)	\$1,750.00	8	-	\$875.00	-	A or B
Full Park Rental / Ticketed or Free Admission (Non-profit)		9+	Full Day	\$1,250.00	-	A or B
-	-	-	-	-	-	-
Full Park Rental / Ticketed or Free Admission (Non-Profit) (City Holiday)	\$1,750.00	6	1-6 hours	\$875.00	-	A or B

<u>Full Park Rental / Ticketed or Free Admission (Non-Profit) (City Holiday)</u>	<u>\$2,000.00</u>	<u>7</u>	<u>-</u>	<u>\$1,000.00</u>	<u>-</u>	<u>A or B</u>
<u>Full Park Rental / Ticketed or Free Admission (Non-Profit) (City Holiday)</u>	<u>\$2,250.00</u>	<u>8</u>	<u>-</u>	<u>\$1,125.00</u>	<u>-</u>	<u>A or B</u>
<u>Full Park Rental / Ticketed or Free Admission (Non-Profit) (City Holiday)</u>	<u>\$3,000.00</u>	<u>9+</u>	<u>Full Day</u>	<u>\$1,500.00</u>	<u>-</u>	<u>A or B</u>
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Stage Rental</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Item</u>	<u>Cost</u>	<u>Duration (Hours)</u>	<u>Notes</u>	<u>Security Deposit</u>	<u>-</u>	<u>Application Deadline (See below for details)</u>
<u>Stage Rental (Performance Art)</u>	<u>\$2,500.00</u>	<u>6</u>	<u>-</u>	<u>\$1,250.00</u>	<u>-</u>	<u>A or B</u>
<u>Stage Rental (Performance Art)</u>	<u>\$500.00</u>	<u>7+</u>	<u>Each Additional Hour</u>	<u>\$250.00</u>	<u>-</u>	<u>A or B</u>
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Stage Rental (Concert)</u>	<u>\$2,500.00</u>	<u>6</u>	<u>-</u>	<u>\$1,250.00</u>	<u>-</u>	<u>A or B</u>
<u>Stage Rental (Concert)</u>	<u>\$500.00</u>	<u>7+</u>	<u>Each Additional Hour</u>	<u>\$250.00</u>	<u>-</u>	<u>A or B</u>
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Stage Rental (Performance Art) (Non-profit)</u>	<u>\$1,000.00</u>	<u>6</u>	<u>-</u>	<u>\$500.00</u>	<u>-</u>	<u>A or B</u>
<u>Stage Rental (Performance Art) (Non-profit)</u>	<u>\$250.00</u>	<u>7+</u>	<u>Each Additional Hour</u>	<u>\$125.00</u>	<u>-</u>	<u>A or B</u>
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Stage Rental (Concert) (Non-profit)</u>	<u>\$2,000.00</u>	<u>6</u>	<u>-</u>	<u>\$1,000.00</u>	<u>-</u>	<u>A or B</u>
<u>Stage Rental (Concert) (Non-profit)</u>	<u>\$250.00</u>	<u>7+</u>	<u>Each Additional Hour</u>	<u>\$125.00</u>	<u>-</u>	<u>A or B</u>
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Wedding Packages</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Item</u>	<u>Cost</u>	<u>Duration (Hours)</u>	<u>Notes</u>	<u>Security Deposit</u>	<u>-</u>	<u>Application Deadline (See below for details)</u>
<u>Wedding Package (Overlook Plaza + Nest (interior) (controlled access)</u> <u>Plus the cost of Food & Beverage and Event Personnel</u>	<u>\$650.00</u>	<u>6</u>	<u>-</u>	<u>\$325.00</u>	<u>-</u>	<u>A</u>

Wedding Package (Overlook Plaza + Nest (interior) (controlled access) <i>Plus the cost of Food & Beverage and Event Personnel</i>	\$100.00	7+	Each Additional Hour	\$50.00	-	A
Wedding Package (Overlook Plaza + Nest (interior + patio) (controlled access) <i>Plus the cost of Food & Beverage and Event Personnel</i>	\$800.00	6	-	\$400.00	-	A
Wedding Package (Overlook Plaza + Nest (interior + patio) (controlled access) <i>Plus the cost of Food & Beverage and Event Personnel</i>	\$150.00	7+	Each Additional Hour	\$75.00	-	A
-	-	-	-	-	-	-
Other Event Spaces	-	-	-	-	-	-
Item	Cost	Duration (Hours)	Notes	Security Deposit	-	Application Deadline (See below for details)
Overlook Plaza / No Controlled Access	\$250.00	2	-	\$125.00	-	A, B or C
Overlook Plaza / No Controlled Access	\$100.00	3+	Each Additional Hour	\$50.00	-	A, B or C
Overlook Plaza / Controlled Access <i>Plus the cost of Event Personnel</i>	\$350.00	2	-	\$175.00	-	A, B or C
Overlook Plaza / Controlled Access	\$100.00	3+	Each Additional Hour	\$50.00	-	A, B or C
-	-	-	-	-	-	-
The Nest (interior space) <i>Plus the cost of Food & Beverage</i>	\$250.00	2	-	\$125.00	-	A, B or C
The Nest (interior space) <i>Plus the cost of Food & Beverage</i>	\$100.00	3+	Each Additional Hour	\$50.00	-	A, B or C
The Nest (interior space + patio) <i>Plus the cost of Food & Beverage and Event Personnel</i>	\$350.00	2	-	\$175.00	-	A, B or C
The Nest (interior space + patio) <i>Plus the cost of Food & Beverage and Event Personnel</i>	\$150.00	3+	Each Additional Hour	\$75.00	-	A, B or C
-	-	-	-	-	-	-
The Gadsden Green (excludes Pickleball)	\$250.00	2	-	\$125.00	-	A, B or C
The Gadsden Green (excludes Pickleball)	\$125.00	3+	Each Additional Hour	\$62.50	-	-

-	-	-	-	-	-
<u>The Upper Lawn</u>	<u>\$250.00</u>	<u>2</u>	-	<u>\$125.00</u>	<u>A, B or C</u>
			<u>Each Additional Hour</u>		
<u>The Upper Lawn</u>	<u>\$125.00</u>	<u>3+</u>	-	<u>\$62.50</u>	-
-	-	-	-	-	-
<u>Cascade 5</u>	<u>\$150.00</u>	<u>2</u>	-	<u>\$75.00</u>	<u>B or C</u>
			<u>Each Additional Hour</u>		
<u>Cascade 5</u>	<u>\$75.00</u>	<u>3+</u>	-	<u>\$37.50</u>	<u>B or C</u>
-	-	-	-	-	-
<u>Cascade 6</u>	<u>\$150.00</u>	<u>2</u>	-	<u>\$75.00</u>	<u>B or C</u>
			<u>Each Additional Hour</u>		
<u>Cascade 6</u>	<u>\$75.00</u>	<u>3+</u>	-	<u>\$37.50</u>	<u>B or C</u>
-	-	-	-	-	-
<u>Cascade 7</u>	<u>\$150.00</u>	<u>2</u>	-	<u>\$75.00</u>	<u>B or C</u>
			<u>Each Additional Hour</u>		
<u>Cascade 7</u>	<u>\$75.00</u>	<u>3+</u>	-	<u>\$37.50</u>	<u>B or C</u>
-	-	-	-	-	-
<u>The Secret Garden</u>	<u>\$100.00</u>	<u>2</u>	-	<u>\$50.00</u>	<u>B or C</u>
			<u>Each Additional Hour</u>		
<u>The Secret Garden</u>	<u>\$50.00</u>	<u>3+</u>	-	<u>\$25.00</u>	<u>B or C</u>
-	-	-	-	-	-
<u>Item</u>	<u>Cost</u>	<u>Duration (Hours)</u>	<u>Notes</u>	<u>Security Deposit</u>	<u>Application Deadline (See below for details)</u>
<u>The Landing</u>	<u>\$250.00</u>	<u>2</u>	-	<u>\$125.00</u>	<u>B or C</u>
			<u>Each Additional Hour</u>		
<u>The Landing</u>	<u>\$125.00</u>	<u>3+</u>	-	<u>\$62.50</u>	<u>B or C</u>
<u>The Landing and Splash Pad</u>	<u>\$500.00</u>	<u>2</u>	-	<u>\$250.00</u>	<u>B or C</u>
			<u>Each Additional Hour</u>		
<u>The Landing and Splash Pad</u>	<u>\$250.00</u>	<u>3+</u>	-	<u>\$125.00</u>	<u>B or C</u>
<u>The Landing, Splash Pad and Skate Rentals for up to 25 people</u>	<u>\$550.00</u>	<u>2</u>	-	<u>\$275.00</u>	<u>B or C</u>
			<u>Each Additional Hour</u>		
<u>The Landing, Splash Pad and Skate Rentals for up to 25 people</u>	<u>\$275.00</u>	<u>3+</u>	-	<u>\$137.50</u>	<u>B or C</u>
<u>The Landing, Splash Pad and Ping Pong</u>	<u>\$550.00</u>	<u>2</u>	-	<u>\$275.00</u>	<u>B or C</u>
			<u>Each Additional Hour</u>		
<u>The Landing, Splash Pad and Ping Pong</u>	<u>\$275.00</u>	<u>3+</u>	-	<u>\$137.50</u>	<u>B or C</u>
-	-	-	-	-	-

<u>Court Rentals</u>	<u>Cost</u>	<u>Duration (Hours)</u>	<u>Notes</u>
Pickleball	\$16.00	1	Off-Peak
Pickleball	\$20.00	1	Peak
-	-	-	-
-	-	-	-
<u>Ping Pong Table Rentals</u>	<u>Cost</u>	<u>Duration (Hours)</u>	<u>Notes</u>
Ping Pong Table (single)	\$10.00	1	-
Ping Pong Table (pair)	\$20.00	1	-
-	-	-	-
-	-	-	-
<u>Sailboat Rentals</u>	<u>Cost</u>	<u>Duration (Hours)</u>	<u>Notes</u>
:30 Minute Rental	\$10.00	0.5	-
:60 Minute Rental	\$15.00	1	-
-	-	-	-
-	-	-	-
<u>Roller Skate Rentals</u>	<u>Cost</u>	<u>Duration (Hours)</u>	<u>Notes</u>
Kids Skates	\$3.00	1	-
Adult Skates	\$5.00	1	-
-	-	-	-
-	-	-	-
<u>Staffing Rates</u>	-	-	-
<u>Personnel</u>	<u>Cost</u>	<u>Duration (Hours)</u>	<u>Notes</u>
Production Manager	\$60.00	1	Per hour, per PM
Stage Hand	\$25.00	1	Per hour, per SH
-	-	-	-
-	-	-	-
<u>Miscellaneous Rates</u>	-	-	-
<u>Item</u>	<u>Cost</u>	<u>Unit</u>	<u>Notes</u>
Bike Rack Barricades	\$20.00	1	Includes set-up and tear down
-	-	-	-
-	-	-	-

<u>Park Rental Event Types and Application Deadlines</u>	<u>Event Type</u>	<u>Deadline</u>	<u>Deposit Info</u>	<u>Booking Info</u>
<u>Major Festival or Event</u>	<u>A</u>	90 days prior to event	Deposit due upon contract signing	Event Booking and confirmation can begin up to 18 months in advance.

<u>May include: Outdoor entertainment, sale of food/beverages, service of alcohol, and/or generate revenue</u>					-
<u>Expected attendance greater than 1,000</u>					-
<u>Festival or Event</u>		<u>A</u>	<u>90 days prior to event</u>	<u>Deposit due upon contract signing</u>	<u>Event Booking can begin up to 12 months in advance, with confirmation 120 days prior to Event. Exclusive use of Park shall be based on expected participants.</u>
<u>May include: Outdoor entertainment, sale of food/beverages, service of alcohol, and/or generate revenue</u>					-
<u>Expected attendance less than 1,000</u>					-
<u>Parade, Procession, March, Road Race, Bicycle Race</u>		<u>A</u>	<u>90 days prior to event</u>	<u>Deposit due upon contract signing</u>	<u>Event Booking can begin up to 18 months in advance. No exclusive use of Park facilities that are not rented.</u>
<u>Any request to close adjacent roads will require separate City Special Events Permit (Ord. 2023-064)</u>					-
<u>Wedding and Receptions</u>		<u>A</u>	<u>90 days prior to event</u>	<u>Deposit due upon contract signing</u>	<u>Event Booking can begin up to 18 months in advance. Other Events are subject to be booked along with Concerts or Festivals. All guests are welcome to attend.</u>
<u>Includes ceremony and / or reception.</u>					-
<u>Unique experiences available.</u>					-
<u>Private or Public Gathering</u>		<u>B</u>	<u>60 days prior to event</u>	<u>Deposit due upon contract signing</u>	<u>Event Booking can begin up to 60 days in advance. No exclusive use of Park facilities that are not rented.</u>
<u>May include: Sale or service of food/beverages, outdoor entertainment, and /or the service of alcohol</u>					-
<u>Neighborhood Gatherings, Block Party or Walk</u>		<u>C</u>	<u>30 days prior to event</u>	<u>Deposit due upon contract signing</u>	<u>Event Booking can begin up to 18 months in advance. No exclusive use of Park facilities that are not rented.</u>
<u>Any request to close adjacent roads will require separate City Special Events Permit (Ord. 2023-064)</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.

All food service items, including plates, bowls, and utensils must be biodegradable. All beverage containers must be recyclable. Violations of this provision may result in an exclusion period of three (3) years for event organizers or food and drink purveyors, including food trucks.

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.

Organizations are limited to a maximum of one event per quarter year four (4) events per year).

(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.

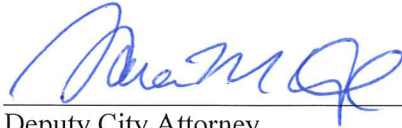
Requested by:

Assistant City Manager Simons

Approved by:

City Manager

Approved as to form:



Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



MEETING DATE: October 28, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-090 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-2 Permits for Group Use of Parks or a Festival

REQUISITION NO.: 2025-090

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

First reading approval was given on October 21, 2025.

ATTACHMENTS:

- **#a:** Memo To Council-Amend Sec. 15-2 Permits for Group use of Parks or a Festival (DOCX)
- **#b:** 2025-090 - Amend Sec. 15-2 Permits for Group Use of Parks or a festival (PDF)

HISTORY:

10/21/25

Columbia City Council APPROVED ON FIRST READING



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

FROM: Mr. Henry Simons, Assistant City Manager, Operations

DATE: October 14, 2025

SUBJECT: Ordinance Section 15-2 Permits for Group Use of Parks or a Festival
Amendment

Council is asked to amend Ordinance No.: 2025-090 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-2 Permits for Group Use of Parks or a Festival.

The Parks and Recreation Department respectfully request Council's approval to revise the application procedure for groups' use of parks or a festival to ensure a streamlined and equitable process for all applications while maintaining the integrity and availability of public recreational spaces.

<u>Park Rental Event Types and Application Deadlines</u>	<u>Event Type</u>	<u>Deadline</u>	<u>Deposit Info</u>	<u>Booking Info</u>	-	-
<u>Major Festival or Event</u> <u>May include: Outdoor entertainment, sale of food/beverages, service of alcohol, and/or generate revenue</u> <u>Expected attendance greater than 1,000</u>	<u>A</u>	<u>90 days prior to event</u>	<u>Deposit due upon contract signing</u>	<u>Event Booking and confirmation can begin up to 18 months in advance.</u>	-	-
<u>Festival or Event</u> <u>May include: Outdoor entertainment, sale of food/beverages, service of alcohol, and/or generate revenue</u> <u>Expected attendance less than 1,000</u>	<u>A</u>	<u>90 days prior to event</u>	<u>Deposit due upon contract signing</u>	<u>Event Booking can begin up to 12 months in advance, with confirmation 120 days prior to Event. Exclusive use of Park shall be based on expected participants.</u>	-	-
<u>Parade, Procession, March, Road Race, Bicycle Race</u> <u>Any request to close adjacent roads will require separate City Special Events Permit (Ord. 2023-064)</u>	<u>A</u>	<u>90 days prior to event</u>	<u>Deposit due upon contract signing</u>	<u>Event Booking can begin up to 18 months in advance. No exclusive use of Park facilities that are not rented.</u>	-	-
<u>Wedding and Receptions</u> <u>Includes ceremony and / or reception.</u> <u>Unique experiences available.</u>	<u>A</u>	<u>90 days prior to event</u>	<u>Deposit due upon contract signing</u>	<u>Event Booking can begin up to 18 months in advance. Other Events are subject to be booked along with Concerts or Festivals. All guests are welcome to attend.</u>	-	-
<u>Private or Public Gathering</u> <u>May include: Sale or service of food/beverages, outdoor entertainment, and /or the service of alcohol</u>	<u>B</u>	<u>60 days prior to event</u>	<u>Deposit due upon contract signing</u>	<u>Event Booking can begin up to 60 days in advance. No exclusive use of Park facilities that are not rented.</u>	-	-
<u>Neighborhood Gatherings, Block Party or Walk</u> <u>Any request to close adjacent roads will require separate City Special Events Permit (Ord. 2023-064)</u>	<u>C</u>	<u>30 days prior to event</u>	<u>Deposit due upon contract signing</u>	<u>Event Booking can begin up to 18 months in advance. No exclusive use of Park facilities that are not rented.</u>	-	-

ORDINANCE NO.: 2025-090

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-2 Permits for Group Use of Parks or a Festival

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. 15-2 Permits for Group Use of Parks or a Festival, Subsection (b) is amended to read as follows:

Sec. 15-2. Permits for group use of parks or a festival.

(b) Application procedure. An application for a permit shall be filed with the director of the department of parks and recreation or his designee ~~within 15 days prior to the date for which the permit is requested.~~ per the chart below:

<u>Park Rental Event Types and Application Deadlines</u>	<u>Event Type</u>	<u>Deadline</u>	<u>Deposit Info</u>	<u>Booking Info</u>	-	-
<u>Major Festival or Event</u> <u>May include: Outdoor entertainment, sale of food/beverages, service of alcohol, and/or generate revenue</u> <u>Expected attendance greater than 1,000</u>	<u>A</u>	<u>90 days prior to event</u>	<u>Deposit due upon contract signing</u>	<u>Event Booking and confirmation can begin up to 18 months in advance.</u>	-	-
-	-	-	-	-	-	-
<u>Festival or Event</u> <u>May include: Outdoor entertainment, sale of food/beverages, service of alcohol, and/or generate revenue</u> <u>Expected attendance less than 1,000</u>	<u>A</u>	<u>90 days prior to event</u>	<u>Deposit due upon contract signing</u>	<u>Event Booking can begin up to 12 months in advance, with confirmation 120 days prior to Event. Exclusive use of Park shall be based on expected participants.</u>	-	-
-	-	-	-	-	-	-
<u>Parade, Procession, March, Road Race, Bicycle Race</u>	<u>A</u>	<u>90 days prior to event</u>	<u>Deposit due upon contract signing</u>	<u>Event Booking can begin up to 18 months in advance. No exclusive</u>	-	-

LEGAL DEPARTMENT DRAFT

<u>Any request to close adjacent roads will require separate City Special Events Permit (Ord. 2023-064)</u>		<u>use of Park facilities that are not rented.</u>		
-		-		
<u>Wedding and Receptions</u>	<u>A</u>	<u>90 days prior to event</u>	<u>Deposit due upon contract signing</u>	<u>Event Booking can begin up to 18 months in advance. Other Events are subject to be booked along with Concerts or Festivals. All guests are welcome to attend.</u>
<u>Includes ceremony and / or reception.</u> <u>Unique experiences available.</u>		-		
<u>Private or Public Gathering</u>	<u>B</u>	<u>60 days prior to event</u>	<u>Deposit due upon contract signing</u>	<u>Event Booking can begin up to 60 days in advance. No exclusive use of Park facilities that are not rented.</u>
<u>May include: Sale or service of food/beverages, outdoor entertainment, and /or the service of alcohol</u>		-		
<u>Neighborhood Gatherings, Block Party or Walk</u>	<u>C</u>	<u>30 days prior to event</u>	<u>Deposit due upon contract signing</u>	<u>Event Booking can begin up to 18 months in advance. No exclusive use of Park facilities that are not rented.</u>
<u>Any request to close adjacent roads will require separate City Special Events Permit (Ord. 2023-064)</u>				

The application for a permit shall be on forms prescribed by the director of the department of parks and recreation or his designee, which shall include the name, address and telephone number of the person seeking the permit; the name, address and telephone number of the person, group, association or organization sponsoring the event, activity or festival; the name, address and telephone number of the person who will be responsible for the conduct of the event, activity or festival; a brief description of the event, activity or festival; the day and hours for which the permit is desired; the park or recreational facility, or portion thereof, for which such permit is requested; an estimate of the anticipated number of persons to attend the event, activity or festival; liability insurance information, if any; and any other information which the director of

the parks and recreation department or his designee shall find reasonably necessary to make a fair determination as to whether a permit should be issued.

Requested by:

Assistant City Manager Simons

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



MEETING DATE: October 28, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: 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)

REQUISITION NO.: 2025-078

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

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

ATTACHMENTS:

- **#a:** 2025-078 - Consent to Public Infrastructure Credit Ordinance - City of Columbia - Vulcan Development, LLC v2 (PDF)

HISTORY:

10/21/25

Columbia City Council APPROVED ON FIRST READING

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)*

WHEREAS, the City of Columbia, South Carolina ("City"), is a body, politic and corporate located in Richland County, South Carolina ("County"); and,

WHEREAS, through Columbia City Council ("Council"), the City is entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina; and,

WHEREAS, the County and Fairfield County, South Carolina ("Fairfield"), entered into an Agreement for Designation of the I-77 Corridor Regional Industrial Park dated as of April 15, 2003 (the "Original Agreement"), which Original Agreement was amended and restated pursuant to the Amended and Restated Master Agreement dated as of September 1, 2018 (as so amended and restated, the "Park Agreement"); and,

WHEREAS, pursuant to Section 1.02 of the Park Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinance of the County Council of the County and delivery of notice of such enlargement to Fairfield County; and,

WHEREAS, Vulcan Development, LLC (the "Developer"), have invested in, or proposes to invest in, or cause others to invest in, and develop a seven-story, full-service boutique hotel in the County (collectively, the "Project"), to be located on and, in part, comprised of, parcels located in the City, as more particularly described on Exhibit A attached hereto (the "Project Site"), and should the Developer's plans proceed as presently contemplated, total taxable investments by, or at the direction of, the Developer in real and personal property in the Project are anticipated to be not less than \$38,000,000; and,

WHEREAS, the Project will be designed and include amenities to aid the City in applying for and competing for future NCAA Tournament bids including a full service restaurant, room service, on-site catering, multiple meeting rooms totaling around 5,000 plus square feet of meeting space for team needs; and,

WHEREAS, the County has agreed to offer a public infrastructure credit to reduce the property taxes due on the Project (as more particularly defined herein, "Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act"), and a public infrastructure credit agreement between the County and the Developer with respect to the Project ("Credit Agreement") to provide Credits against certain of the Developer's payments in lieu of taxes with respect to the Project for the purpose of assisting in paying certain costs of designing, acquiring, constructing, improving or expanding infrastructure and for improved and unimproved real estate and personal property, including, but not limited to, machinery and equipment, used in the operation of the Project (collectively, "Infrastructure"); and,

WHEREAS, to grant the Developer the full value of the Credit with respect to the Project, the County now desires to also locate the Project Site in the Park the County has jointly developed with Fairfield, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended ("Park Act" and, together with the Credit Act, "Act"); and,

WHEREAS, pursuant to the Act and the Park Agreement, following application of the Credit, the payments in lieu of taxes generated from the Project will be distributed as set forth in the Park Agreement; and,

WHEREAS, pursuant to the Act, because the Project is located within the City's geographical borders, the City must consent to the inclusion of the Project Site within the boundaries of the Park; and,

WHEREAS, based upon the foregoing, the City now desires to consent to the inclusion of the Project Site in the Park; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council this __ day of September, 2025 that the City hereby consents to the inclusion of the Project Site in the Park, which consent is conditioned upon the following:

1. The County's adoption, by resolution or ordinance, authorizing the inclusion of the Project Site in the Park and delivery of written notice to Fairfield County, pursuant to Section 1.02 of the Park Agreement; provided, the Project shall not be removed from the Park for so long as the Developer is receiving Credits as a result of inclusion in the Park.

2. The County's approval, execution and delivery of the Credit Agreement related to the Project.

3. The Credit Agreement will provide that (a) the Developer will make payments in lieu of taxes related to the Project ("PILOT") during the term of the Credit Agreement, which PILOT shall be in the total amount equivalent to the *ad valorem* taxes or other fee in lieu of tax payments that would have been due and payable with respect to the Project but for the location of the Project in the Park; (b) the annual PILOT payment payable from the Developer to the County will be subject to reduction by a 50% public infrastructure credit (herein defined as the "Credit") to reimburse the Developer's Infrastructure costs; (c) the term of the Credit shall not exceed ten years (unless consented to in writing by the City), as shall be set forth in the Credit Agreement; (d) in each year during the term of the Credit, the City will be entitled to receive the portion of the PILOT payment (net of the Credit, as applicable) as provided in the Park Agreement; and (e) the Property will be deemed removed from the Park upon the expiration or earlier termination of the Credit Agreement.

4. Notwithstanding the foregoing, if the Project proceeds in a phased approach, the time limit for the Project Credit period as allowed in this Ordinance shall be as set forth in Section 3 hereof, and the timeline for additional phases shall be for the period of time or Credit amount that remains available on the original period and shall not have a new beginning date.

5. The City Manager is authorized to execute any documents and take any further action as may be reasonably necessary to further the intent of this Ordinance.

6. Approval of this Ordinance does not constitute a development approval, as all regulatory permitting and approval requirements remain in effect, the requirement of such is not altered in any way by the approval of this Ordinance. The Project must progress forward at a reasonable pace for a project of this magnitude or else the Park inclusion approval, which facilitates the Credit, will be repealed by the City.

7. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Requested by:

Assistant City Manager Palen

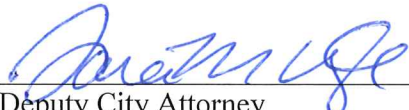
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

EXHIBIT A
PROPERTY DESCRIPTION

Parcel A-4.3

LEGAL DESCRIPTION: ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, shown as Parcel A-4.3 on a Subdivision Plat prepared for Unity Land Trust, LLC, by Jeffrey W. Poole, PLS NO. 18267, Davis & Floyd and dated 9/16/25 and recorded _____, 2025 in the Office of the Register of Deeds for Richland County in Book _____, at page _____. Said property containing 0.87 Acres, and being described as follows: Commencing at an X chiseled in the concrete found on the Freed Street northerly right-of-way approximately 580 feet east of the Freed Street and Bull Street intersection; said X in concrete is the Point of Beginning for Parcel A-4.3; thence turning and running in a northwesterly direction N19°02'34"W along the Freed Deck Parcel now or formerly belonging to the City of Columbia for a distance of 246.39 feet to a #5 rebar set; thence continuing in a northwesterly direction N19°02'34"W along the Freed Deck Parcel now or formerly belonging to the City of Columbia for a distance of 60.00 feet to a #5 rebar found; thence turning and running in a southwesterly direction S49°24'22"W along Parcel A-4.2 now or formerly belonging to Unity Land Trust, LLC for a distance of 145.56 feet to a #5 rebar found; thence turning and running in a southeasterly direction S19°02'26"E along Parcel A-4.2 now or formerly belonging to Unity Land Trust, LLC for a distance of 6.83 feet to a #5 rebar set; thence continuing in a southeasterly direction S19°02'26"E along Parcel A-4.2 now or formerly belonging to Unity Land Trust, LLC for a distance of 104.19 feet to a #5 rebar found; thence turning and running in a southwesterly direction S70°57'57"W along Parcel A-4.2 now or formerly belonging to Unity Land Trust, LLC for a distance of 1.71 feet to a #5 rebar set; thence turning and running in a southeasterly direction S19°02'26"E along the Parcel A-4 now or formerly belonging to Unity Land Trust, LLC for a distance of 142.21 feet to a #5 rebar set on the Freed Street northerly right-of-way; thence turning and running in a northeasterly direction N70°49'49"E along the Freed Street northerly right-of-way for a distance of 137.10 feet to an X in concrete; said point being the Point of Beginning.



MEETING DATE: October 28, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-081 - Granting an encroachment to Robert Monetti for the use of the right of way area of the 1500 block of Daly Street for the installation and maintenance of a block retaining wall and stairs adjacent to 3125 Longleaf Road, Richland County TMS# 13902-03-04

REQUISITION NO.: 2025-081

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

First reading approval was given on October 21, 2025.

ATTACHMENTS:

- **#a:** 2025-081 - 3125 Longleaf permanent encroachment (PDF)

HISTORY:

10/21/25

Columbia City Council APPROVED ON FIRST READING

ORDINANCE NO.: 2025-081

Granting an encroachment to Robert Monetti for the use of the right of way area of the 1500 block of Daly Street for the installation and maintenance of a block retaining wall and stairs adjacent to 3125 Longleaf Road, Richland County TMS# 13902-03-04

WHEREAS, Robert Monetti, (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1500 block of Daly Street for the installation and maintenance of a block retaining wall measuring approximately two hundred ten (210') feet in length four (4') feet in height and stairs leading to the street adjacent to 3125 Longleaf Road, as shown on the attached drawings; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this _____ day of _____, 2025, that Grantee is hereby granted the right to use the right of way area of the 1500 block of Daly Street adjacent to 3125 Longleaf Road, Richland County TMS# 13902-03-04, for the installation and maintenance of a block retaining wall measuring approximately two hundred ten (210') feet in length four (4') feet in height and stairs leading to the street, as shown on the attached drawings.

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

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

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

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

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

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

3. Grantee is responsible for maintaining landscaping and improvements.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
8. Height of block retaining wall shall not exceed four (4') feet in height and shall not impede sight visibility.

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

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:



MEETING DATE: October 28, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-082 - Amending Ordinance 2025-003 and Ordinance 2023-065 to grant an encroachment to Gadsden & Greene, LLC, for use of the right of way area of the 700 block of Greene Street for the installation and maintenance of stairs within the Greene Street right-of-way adjacent to 737 Gadsden Street, TMS# 08915-12-01

REQUISITION NO.: 2025-082

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

First reading approval was given on October 21, 2025.

ATTACHMENTS:

- **#a:** 2025-082 - Ordinance Gasden and Greene amendment 2 encroachment (PDF)
- **#b:** 2025-082 - Gasden and Greene amendment 2 encroachment full packet (PDF)

HISTORY:

10/21/25

Columbia City Council APPROVED ON FIRST READING

ORDINANCE NO.: 2025-082

Amending Ordinance 2025-003 and Ordinance 2023-065 granting an encroachment to Gadsden & Greene, LLC, for use of the right of way areas of the 700 block of Devine Street, the 700 block of Gadsden Street and the 700 block of Greene Street for the installation and maintenance of sidewalks, landscaping, irrigation, on-street parking spaces, a bus pull-out lane, bike racks, benches and one concrete grease interceptor adjacent to 737 Gadsden Street, TMS# 08915-12-01

WHEREAS, by Ordinance No.: 2023-065 enacted on June 20, 2023 the Mayor and City Council granted Gadsden & Greene, LLC, (hereinafter "Grantee") the right to use the right of way areas of the 700 block of Devine Street, the 700 block of Gadsden Street and the 700 block of Greene Street, Richland County TMS # 08915-12-01, for the installation and maintenance of sidewalks, landscaping, irrigation, on-street parking spaces, a bus pull-out lane, bike racks and benches adjacent to 737 Gadsden Street, as shown on the attached drawings; and,

WHEREAS, by Ordinance No.: 2025-003 enacted on March 4, 2025 the Mayor and City Council granted Grantee the right to use the right of way areas of the 700 block of Devine Street, the 700 block of Gadsden Street and the 700 block of Greene Street, Richland County TMS # 08915-12-01, for the installation and maintenance of one (1) one thousand (1,000) pound concrete grease interceptor measuring approximately nine (9') feet in width five (5') feet in length six (6') feet in depth in the Devine Street right-of-way adjacent to 737 Gadsden Street, as shown on the attached drawings; and,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ___ day of _____, 2025 that Grantee is hereby granted the right to amend Ordinance No. 2023-065 and Ordinance No. 2025-003 to include the installation and maintenance of a portion of stairs encroaching approximately four (4") inches in the Greene Street right-of-way, as shown on the attached drawings.

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

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

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

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

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

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

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Grantee is responsible for maintaining landscaping and improvements.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

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

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:
Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2025-082**



**700 BLOCK OF DEVINE STREET, 700 BLOCK OF GADSDEN STREET, AND 700
BLOCK OF GREENE STREET
ADJACENT TO 737 GADSDEN STREET
PORTION OF STAIRS**

Subject Property:	Right-of-way adjacent to 737 Gadsden Street
Council District:	3
Proposal:	The applicant is requesting to amend Ordinance No. 2025-003 and Ordinance No. 2023-065 to grant an encroachment to Gadsden & Greene, LLC, for the installation and maintenance of a portion of stairs.
Applicant:	Gadsden & Greene, LLC
Staff Recommendation:	Approval.

Detail:	The applicant is requesting to amend Ordinance No. 2025-003 and Ordinance No. 2023-065 to allow for the installation and maintenance of a portion of stairs encroaching approximately four (4") inches in the Greene Street right-of-way, adjacent to 737 Gadsden Street, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
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Citywide GIS Viewer Map

This map was prepared using
the City GIS Viewer
City of Columbia - GIS Division
10/8/2025 12:01 PM



Address Point

- Single Family
- Multi Unit
- Others
- InActive

Street & Ownership

- CFCC,Ownership
- Interstate
- Highway
- City Maintained

State Maintained

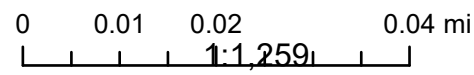
- Private
- Others
- Columbia City Limits
- Residential Building Inspections

FEMA Flood Hazard Area

- FLD_ZONE, ZONE_SUBTY
- AE - Floodway
- AE - 100yr Flood Plain
- A - No Base Flood Elevation
- X - 500yr Flood Plain

NearMap Cache 2025

- RGB
- Red: Band_1
- Green: Band_2
- Blue: Band_3



1:1,259

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



Permanent Encroachment

Application and Checklist

4. Project Description

Provide a brief description of the project and list all items that will be placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

stair, sidewalk, storm drain

For staff use only

Date received (M/D/Y): ____/____/____

By: _____



Permanent Encroachment

Application and Checklist

Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

Signature of Applicant	
<i>R. Hunter Lambert</i>	
Print Name	Date
<i>R. Hunter Lambert</i>	<i>9/15/25</i>

GENERAL NOTES

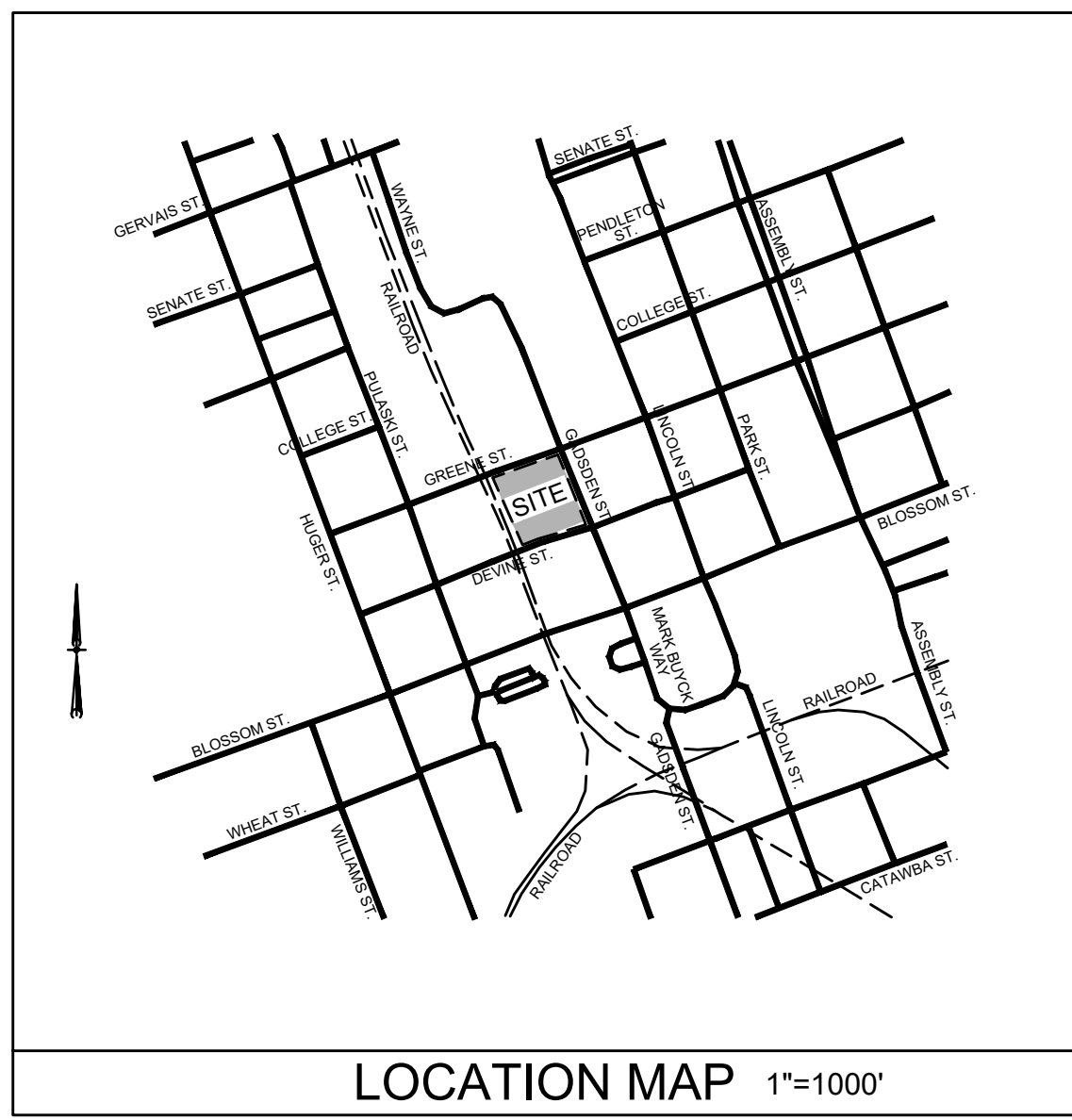
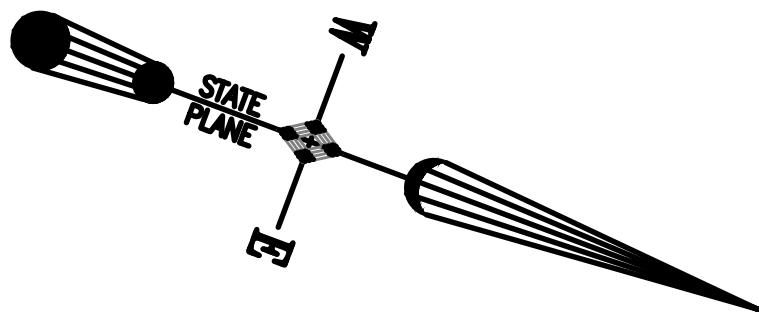
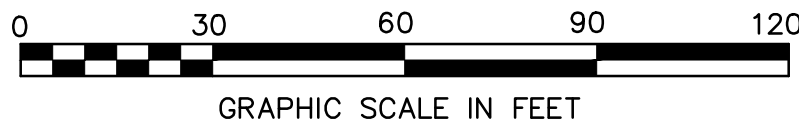
- 1) THE PROJECT SITE IS IDENTIFIED AS RICHLAND COUNTY TAX PARCEL R08915-12-01.
- 2) TOTAL AREA OF PARCEL IS 3.99 ACRES.
- 3) THE ADDRESS OF THE PROJECT IS 737 GADSDEN STREET, IS IN THE CITY OF COLUMBIA AND IS ZONED MC.
- 4) BY GRAPHIC PLOTTING, THIS PROPERTY IS LOCATED IN ZONE X AS DEPICTED ON FLOOD INSURANCE RATE MAP 45079C0356L, DATED 12/21/2017.
- 5) THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE LOCATIONS AND ELEVATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
- 6) ALL DIMENSIONS REFERENCED TO THE CURB INCLUDING RADII ARE TO THE FACE OF CURB (PARKING LOT SIDE).

REFERENCES

- 1) SITE SURVEY PREPARED BY DAVIS & FLOYD, INC., DATED 4/20/2022.

SETBACKS

- 1) REQUIRED FRONTAGE SETBACKS PER ZONING IS 10' MAXIMUM FROM PROPERTY LINE.
- 2) A VARIANCE WAS APPROVED IN MAY, 2022 TO ALLOW 25' MAXIMUM ALONG GADSDEN STREET AND 15' MAXIMUM ALONG GREENE STREET.
- 3) A SECOND VARIANCE WAS APPROVED IN DECEMBER, 2022 TO ALLOW 35' MAXIMUM ALONG GADSDEN STREET AND 15' MAXIMUM ALONG DEVINE STREET.



LOCATION MAP 1"=1000'

OWNER'S INFORMATION

OWNER: GADSDEN & GREENE LLC
CONTACT: R. HUNTER LAMBERT
1027 BARNWELL STREET
COLUMBIA, SC 29208
P: 803-576-7277
E: LAMBERTRH@EMAIL.SC.EDU

DEVELOPER'S INFORMATION

DEVELOPER: HOLDER PROPERTIES, INC.
CONTACT: JEFF SCHAUS
3300 CUMBERLAND BOULEVARD
ATLANTA, GA 30339
P: 770-988-3118
E: JSCHAUS@HOLDERPROPERTIES.COM

ENGINEER'S INFORMATION

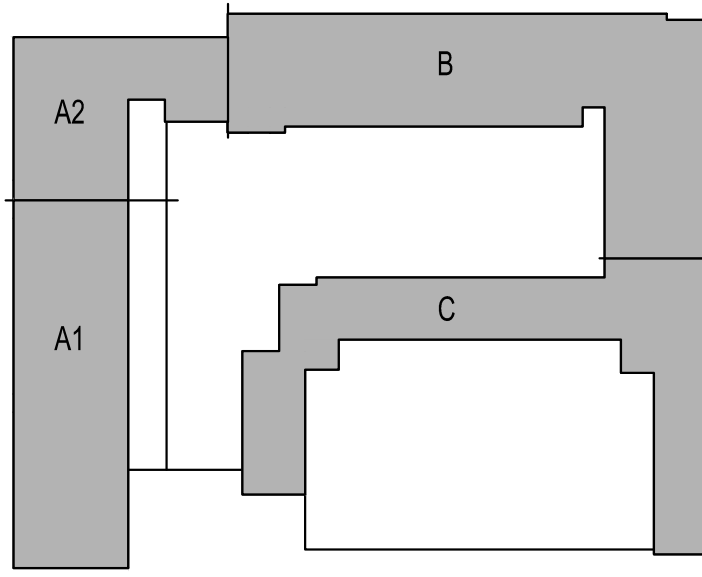
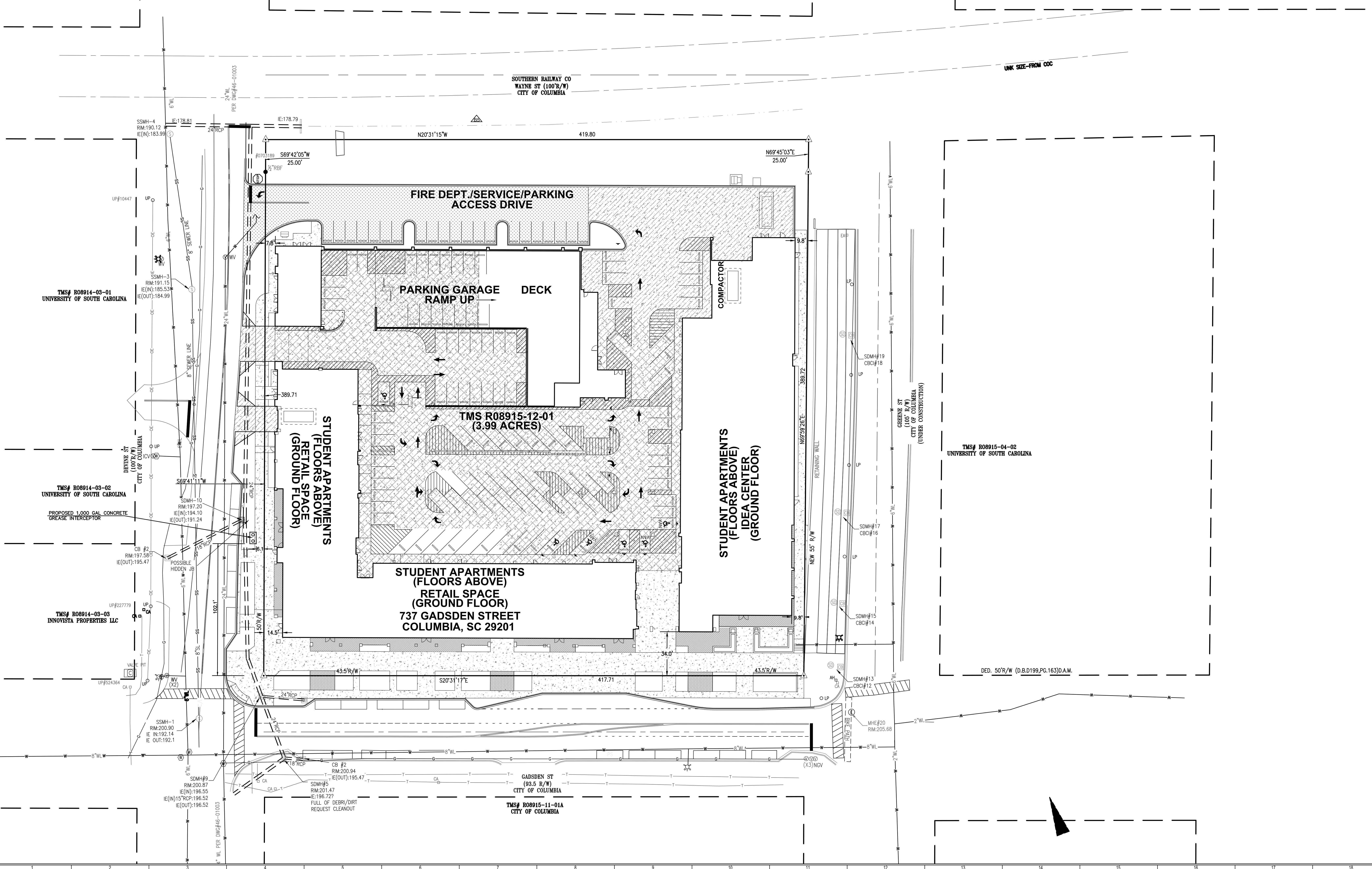
ENGINEER: SSOE
CONTACT: KEVIN EUBANKS, PE
1501 MAIN STREET
COLUMBIA, SC 29201
P: 803-765-0320
E: KEUBANKS@SSOE.COM



1501 MAIN STREET, SUITE 730
COLUMBIA, SC 29201
P 803.765.0320 F 803.264.6209

ISSUANCES

No.	Drawing Issue Description	Date



KEY PLAN

GADSDEN + GREENE APARTMENTS

737 GADSDEN ST
COLUMBIA, SC 29201

HOLDER PROPERTIES

PERMANENT ENCROACHMENT PLAN

KEITH BRANHAM	20220088
Principal/Engineer	Project No.
KEVIN EUBANKS	05/22/2023
Project Manager	Date
KEVIN EUBANKS	Project Engineer
TODD GAYLE	Staff Engineer

ECP1.00



MEETING DATE: October 28, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **MAJOR AMENDMENT TO PLANNED DEVELOPMENT - Bull Street Neighborhood Planned Development - Properties generally bound by Bull Street, Colonial Drive, Harden Street, and Calhoun Street, TMS#s 09016-16-02; 09113-15-01; 09113-16-01 through -13; 09113-17-01; 11404-09-01 through -32; 11404-10-01 through -09; 11404-11-01, -03, -04, -05; 11404-12-01; 11501-01-01 (portion), -02, -03, -04, -06, -09, -12, -13, -14, -16, -18 through -26; 11501-02-01 through -04; 11501-03-01; 11501-04-01; 11501-05-01; 11501-06-01; 11502-03-01 through -07**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-087 - Amending the Bull Street Neighborhood Planned Development District (PD)

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

Council District: 2

Applicant: Chandler Cox, BullStreet Development, LLC

Staff Recommendation: Approval

PC Recommendation: 09/11/2025; Recommended approval (6-0)

First reading approval was given on October 21, 2025.

ATTACHMENTS:

- **#a:** 2025-087 -Major Change to Bull St PD (PDF)
- **#b:** ZMA-2025-0017_BullSt_MajChange_ZPH_Packet (PDF)

HISTORY:**10/21/25****Columbia City Council APPROVED ON FIRST READING**

Ms. Elizabeth Marks

Ms. Chandler Cox

ORDINANCE NO.: 2025-087*Amending the Bull Street Neighborhood Planned Development District (PD)*

WHEREAS, an application has been made for a Major Amendment to the Bull Street Neighborhood Planned Development District (PD) within the City of Columbia, S.C., identified as the properties generally bound by Bull Street, Colonial Drive, Harden Street, and Calhoun Street and by Richland County TMS#s 09016-16-02; 09113-15-01; 09113-16-01 through -13; 09113-17-01; 11404-09-01 through -32; 11404-10-01 through -09; 11404-11-01, -03, -04, -05; 11404-12-01; 11501-01-01 (portion), -02, -03, -04, -06, -09, -12, -13, -14, -16, -18 through -26; 11501-02-01 through -04; 11501-03-01; 11501-04-01; 11501-05-01; 11501-06-01; 11502-03-01 through -07; and,

WHEREAS, City Council amended the Official Zoning Map to include the Bull Street Neighborhood Planned Unit Development District (PUD) on October 2, 2012, and incorporated the Bull Street Neighborhood Planned Development District (PD) in 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, §1.6.1 of the Bull Street Neighborhood Planned Development District requires an increase in the maximum height of buildings in T-4, T-5, and Special District to be considered a Major Amendment and to be approved by the City of Columbia City Council pursuant to the requirements of §6-29-740 and the procedures of §6-29-760 of 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(d)(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 Major Amendment meets one or more of the criteria set forth by §17-2.5(d)(4), Planned Development 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 Bull Street Neighborhood Planned Development District (PD), identified as the properties generally bound by Bull Street, Colonial Drive, Harden Street, and Calhoun Street and by TMS#s 09016-16-02; 09113-15-01; 09113-16-01 through -13; 09113-17-01; 11404-09-01 through -32; 11404-10-01 through -09; 11404-11-01, -03, -04, -05; 11404-12-01; 11501-01-01 (portion), -02, -03, -04, -06, -09, -12, -13, -14, -16, -18 through -26; 11501-02-01 through -04; 11501-03-01; 11501-04-01; 11501-05-01;

11501-06-01; 11502-03-01 through -07, and as shown in Attachment A, is hereby amended to increase the allowable height within Special Districts to ten (10) stories, as shown on Attachment B.

Requested by:

Assistant City Manager Palen

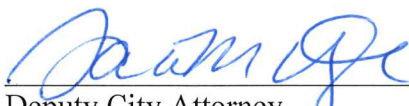
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

Attachment A

Zoning

2300 Bull Street, etc., TMS# 11501-01-01, etc.
 Current Zoning: Planned Development District (PD)
 Proposed Zoning: Planned Development District (PD)



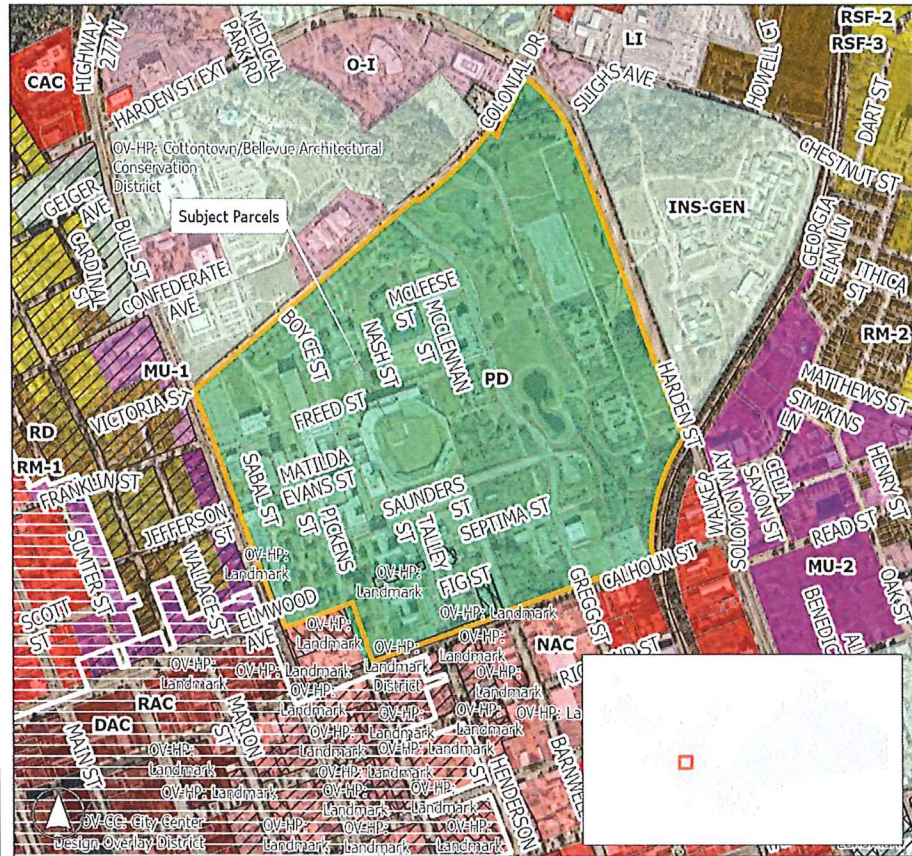
1" = 100 Feet
 0 100 200



Planning & Development
 Services Department

Created by: svwhudson Date: 8/29/2025

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FORM-BASED CODE**ARTICLE 5. BUILDING SCALE PLANS***Bull Street Neighborhood*

- a. Awnings, Arcades, and Galleries may encroach the Sidewalk to within two (2) feet of the Curb but must clear the Sidewalk vertically by at least eight (8) feet.
- b. Stoops, Lightwells, balconies, bay windows, and terraces may encroach the first Layer 100% of its depth. (Table 17d)
- c. Loading docks and service areas shall be permitted on Frontages only by Warrant.
- d. In the absence of a building Facade along any part of a Frontage Line, a Streetscreen shall be built co-planar with the Facade.
- e. Streetscreens should be a minimum of three and a half (3.5) feet in height. The Streetscreen may be replaced by a hedge or fence only with permission from the DRB. Streetscreens shall have openings no larger than necessary to allow automobile and pedestrian access.

5.5.4 Specific to Special Districts and Baseball Special District

- a. Primary and Secondary Buildings within a Special District shall not place rear facades along thoroughfares which abut T-4 General Urban or T-5 Urban Center Zone. Primary and Secondary Buildings within a Special District shall screen rear facades built adjacent to T-4 General Urban or T-5 Urban Center Zone by means approved by DRB. With the approval of the DRB, exceptions may be granted by Warrant, or to conform to existing structures on adjacent property.
- b. Primary and Secondary buildings with front and side facades built adjacent to thoroughfares that abut existing development in a T-4 General Urban or T-5 Urban Center Zone should activate the length of the front façade with entrances and/or windows. Liner buildings may be used to mask blank facades greater than fifty (50) feet in length. Liner building uses should complement the uses of existing buildings in the T-4 General Urban or T-5 Urban Center Zone they face.
- c. Loading and Service areas in a Special District shall be screened from public right-of-way.
- d. Maximum height for Structures in Special Districts shall not exceed ~~six (6) stories except for Special Districts along Harden in which Structures shall not exceed~~ ten (10) stories.
- e. Maximum height for Structures in the Baseball Special District shall be pursuant to standards to be adopted after adoption of a development agreement and amendments to the Bull Street Code by City Council.
- f. Surface parking lots abutting Harden, Colonial, and Bull Streets shall be set back an average of ten (10) feet from the edge of the right-of-way and landscaped accordingly.

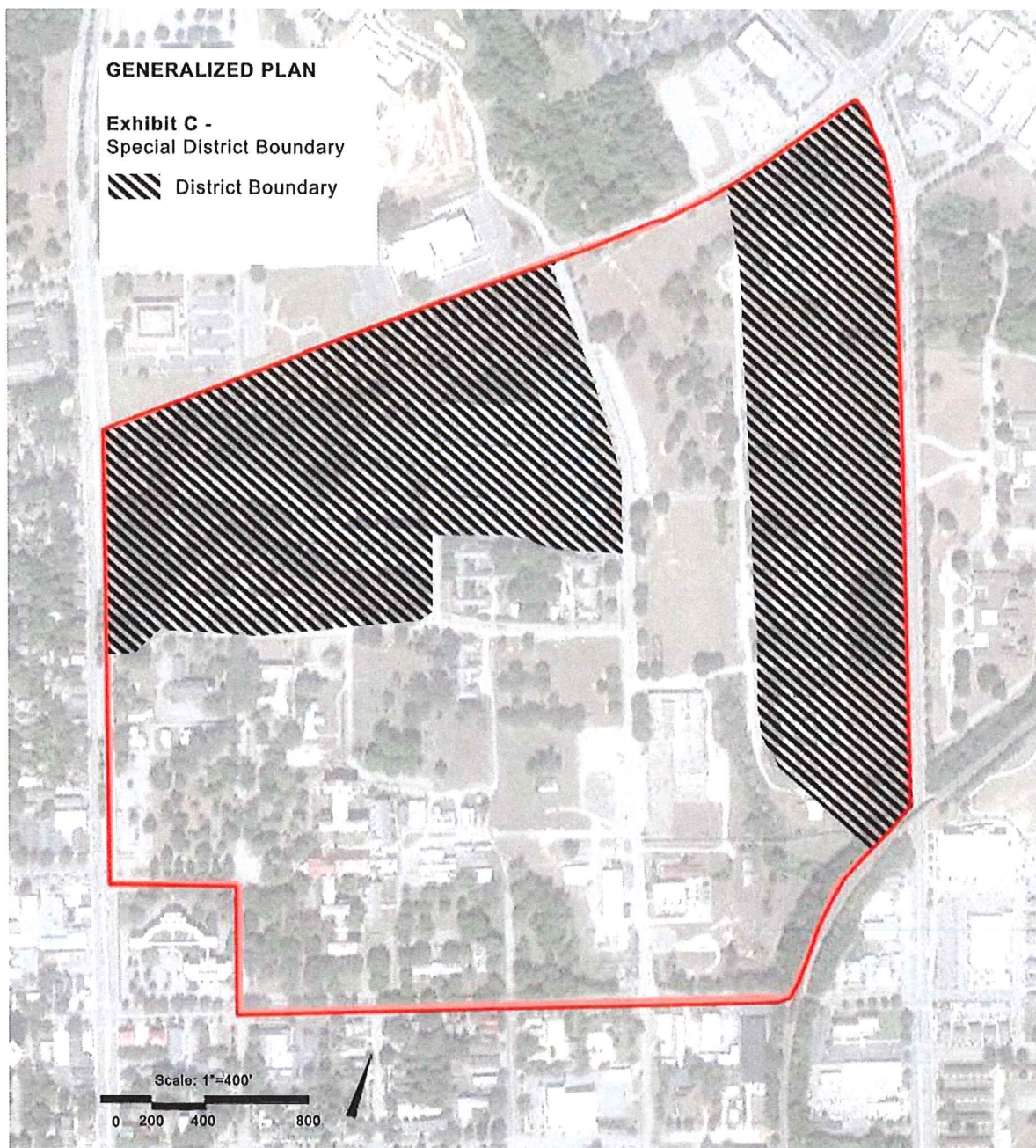
5.6 BUILDING FUNCTION**5.6.1 General to All Transect Zones**

- a. Buildings in each Transect Zone shall conform to the Functions on Table 10, Table 12.

5.6.2 Specific to zones T-4, T-5

- a. Accessory Functions of Limited Lodging or Limited Office shall be permitted within an Accessory Building. See Table 10.

5.6.3 Specific to zones T-5

FORM-BASED CODE*Bull Street Neighborhood*



CITY COUNCIL

October 21, 2025 at 4:00 P.M.

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

MAJOR AMENDMENT TO PLANNED DEVELOPMENT CASE SUMMARY

Bull Street Neighborhood Planned Development

Properties generally bound by Bull Street, Colonial Drive, Harden Street, and Calhoun Street, TMS#s 09016-16-02; 09113-15-01; 09113-16-01 through -13; 09113-17-01; 11404-09-01 through -32; 11404-10-01 through -09; 11404-11-01, -03, -04, -05; 11404-12-01; 11501-01-01 (portion), -02, -03, -04, -06, -09, -12, -13, -14, -16, -18 through -26; 11501-02-01 through -04; 11501-03-01; 11501-04-01; 11501-05-01; 11501-06-01; 11502-03-01 through -07

Council District: 2

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

Applicant: Chandler Cox, BullStreet Development, LLC

Staff Recommendation: Approval

PC Recommendation: 09/11/2025; Recommended approval (6-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 183.79 acres

Current Use: Mixed-Use Development

Proposed Use: Mixed-Use Development

Future Land Use Classification: Urban Core Regional Activity Center (UCAC-3) and Transitional/Sensitive Lands (T/S)

Current Zoning: Planned Development District (PD)

Proposed Zoning: Planned Development District (PD)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is designated as Urban Core Regional Activity Center (UCAC-3) and Transitional/Sensitive Lands (T/S) 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 a neighborhood, small area, community, or corridor plan recently adopted by the City of Columbia or Richland County.

ZONING

Procedurally, this Major Amendment to a PD request is treated like a Zoning Map Amendment, though no boundaries will be affected by this proposed change.

This request is to modify the maximum allowable height for structures within an area defined as a "Special District" within the Bull Street Planned Development District (PD). Section 1.6.1 of the Bull Street PD document requires that an increase in the maximum height within the Special District be considered a "Major Amendment" to the PD, and that City Council approve the change through the map amendment process.

The Special District currently allows a ten story structure along Harden Street; this request is to extend this allowable height to *all* areas of the Special District, including the areas currently limited to six stories - nearest Colonial Drive and Bull Street. A map of the Special District is included within this packet for reference, as is the application - which includes the specific proposed language of the change.

STAFF RECOMMENDATION

Staff finds that the requested increase in height is appropriate when limited to the Special District, due to the location near Colonial Drive and the 100 foot-wide Bull Street right-of-way. Staff recommends approval of this request.



PLANNING COMMISSION

September 11, 2025 at 4:00 P.M.

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

MAJOR AMENDMENT TO PLANNED DEVELOPMENT CASE SUMMARY

Bull Street Neighborhood Planned Development

Properties generally bound by Bull Street, Colonial Drive, Harden Street, and Calhoun Street, TMS#s 09016-16-02; 09113-15-01; 09113-16-01 through -13; 09113-17-01; 11404-09-01 through -32; 11404-10-01 through -09; 11404-11-01, -03, -04, -05; 11404-12-01; 11501-01-01 (portion), -02, -03, -04, -06, -09, -12, -13, -14, -16, -18 through -26; 11501-02-01 through -04; 11501-03-01; 11501-04-01; 11501-05-01; 11501-06-01; 11502-03-01 through -07

Council District: 2

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

Applicant: Chandler Cox, BullStreet Development, LLC

Staff Recommendation: Approval

PC Recommendation: 09/11/2025; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 183.79 acres

Current Use: Mixed-Use Development

Proposed Use: Mixed-Use Development

Future Land Use Classification: Urban Core Regional Activity Center (UCAC-3) and Transitional/Sensitive Lands (T/S)

Current Zoning: Planned Development District (PD)

Proposed Zoning: Planned Development District (PD)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

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

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ZONING

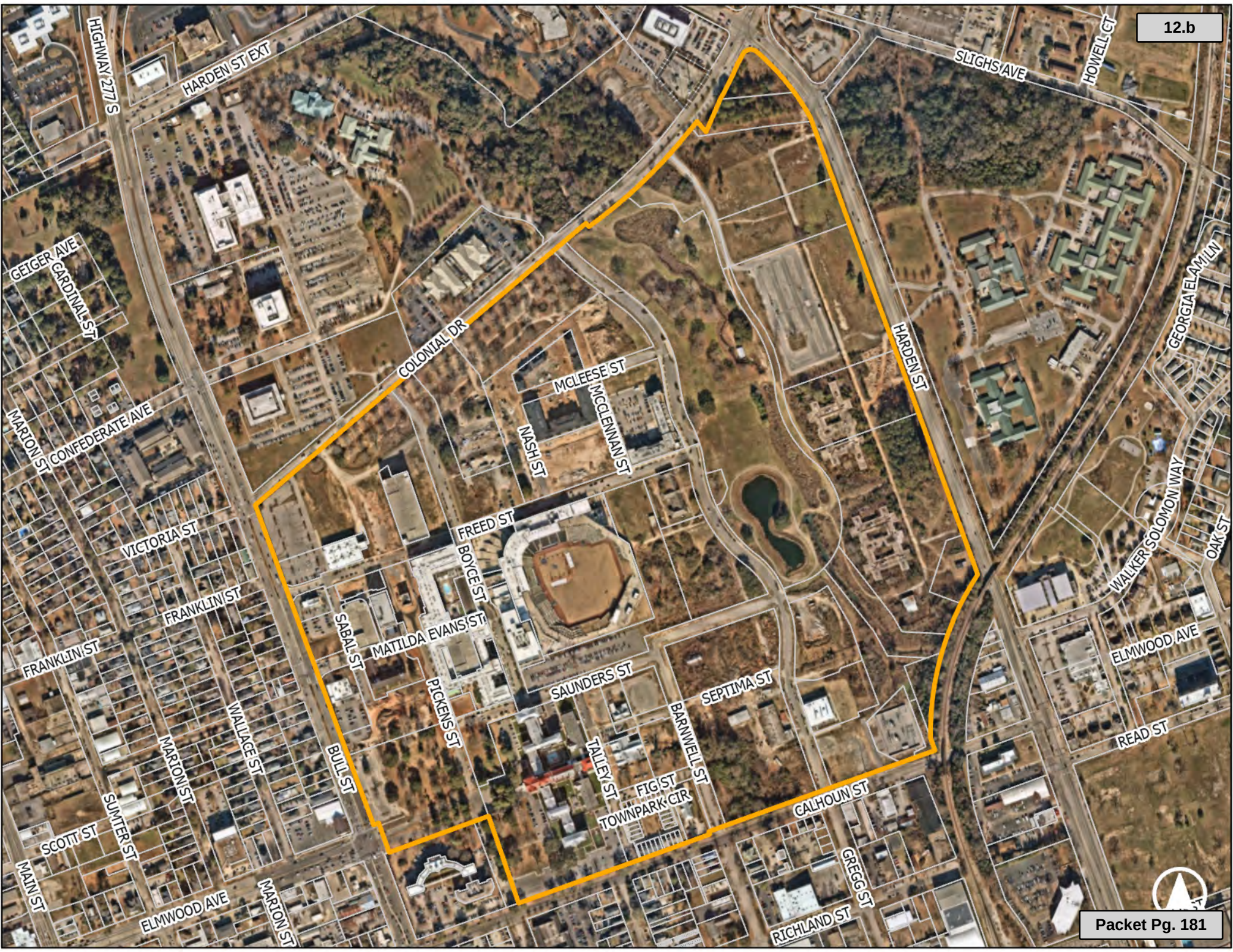
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This request is to modify the maximum allowable height for structures within an area defined as a “Special District” within the Bull Street Neighborhood Planned Development District (PD). Section 1.6.1 of the Bull Street PD document requires that an increase in the maximum height within the Special District be considered a “Major Amendment” to the PD, and that City Council approve the change through the map amendment process.

The Special District currently allows a ten story structure along Harden Street; this request is to extend this allowable height to *all* areas of the Special District, including the areas currently limited to six stories - nearest Colonial Drive and Bull Street. A map of the Special District is included within this packet for reference, as is the application - which includes the specific proposed language of the change. [The full text of the current Bull Street Neighborhood Planned Development is available here.](#)

STAFF RECOMMENDATION

Staff finds that the requested increase in height is appropriate when limited to the Special District, due to the location near Colonial Drive and the 100 foot-wide Bull Street right-of-way. Staff recommends approval of this request.



Future Land Use

2300 Bull Street, etc., TMS# 11501-01-01, etc.

12.b

Future Land Use: Urban Core Regional Activity Center(UCAC-3)

Legend

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

Feet

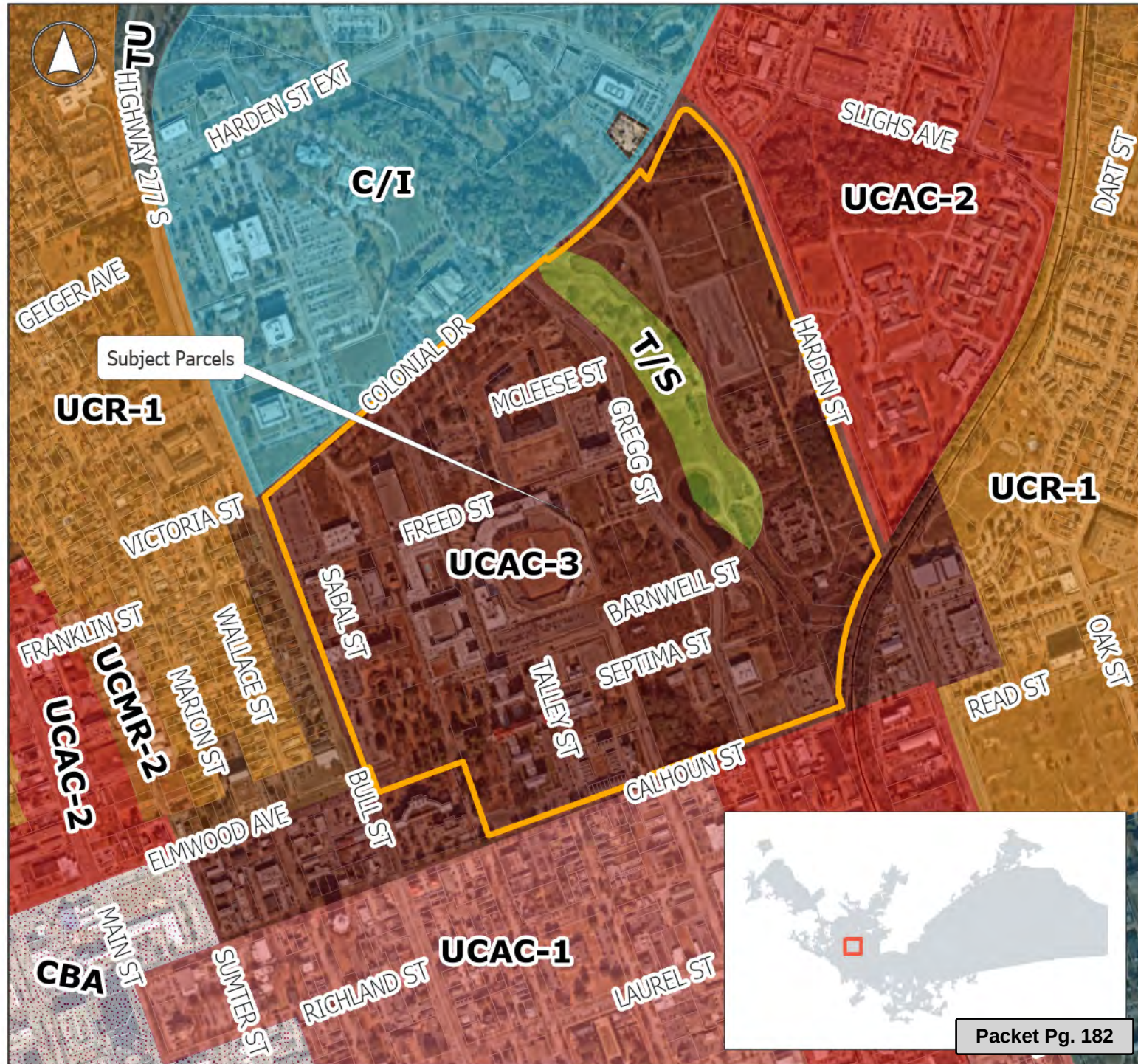
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Planning & Development
Services Department

Created by: sw Hudson Date: 8/29/2025

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Zoning

2300 Bull Street, etc., TMS# 11501-01-01, etc.
Current Zoning: Planned Development District (PD)
Proposed Zoning: Planned Development District (PD)

12.b

Legend

- DAC: Downtown Activity Center/Corridor
- RAC: Regional Activity Center/Corridor
- CAC: Community Activity Center/Corridor
- NAC: Neighborhood Center/Corridor
- O-I: Office and Institutional District
- MU-2: Mixed-Use
- 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
- RD: Residential Two-Family District
- LI: Light Industrial District
- EC: Employment Campus District
- PD: Planned Development
- INS-GEN: Institutional - General District
- Design Overlay Districts
- OV-HP: Individual Landmark
- OV-HP: Historic Preservation Overlay Districts
- Parcels
- City Limits

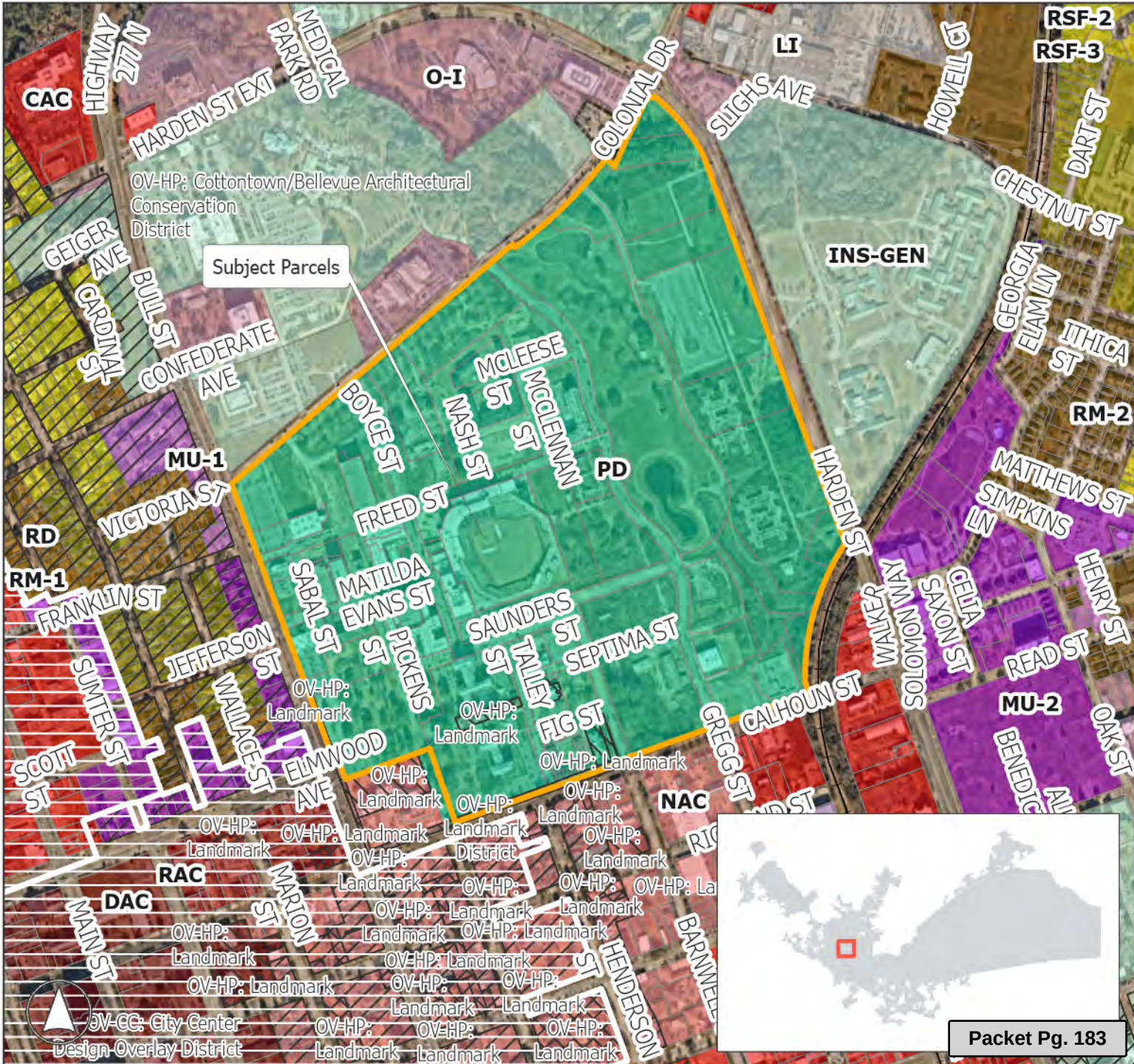
10200 Feet



Planning & Development Services Department

Created by: sw Hudson Date: 8/29/2025

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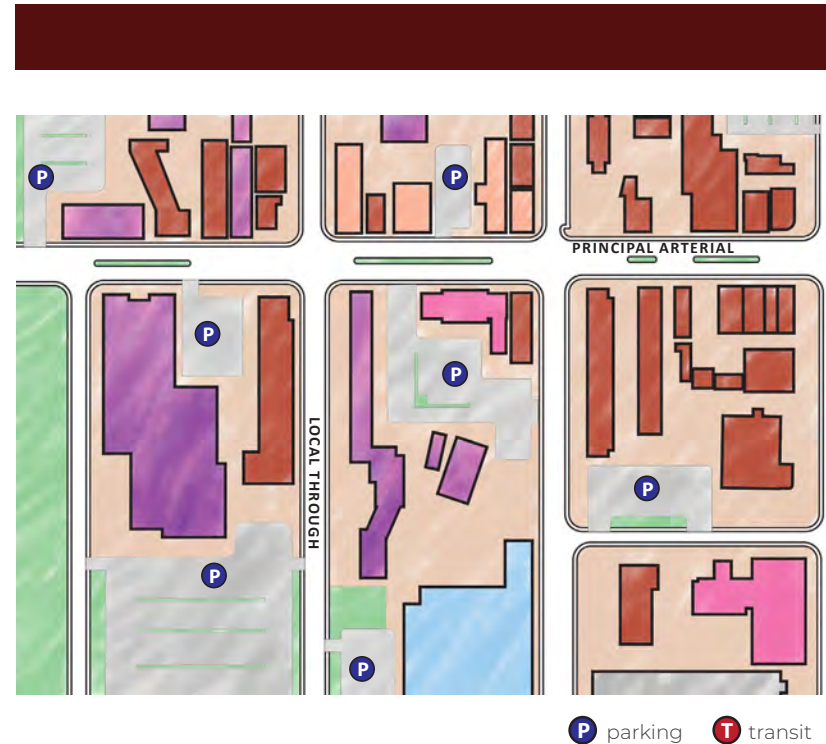


Future Land Use Classification

Development Types

URBAN CORE REGIONAL ACTIVITY CENTER (UCAC-3)

Urban Core Regional Activity Centers are intense mixed-use business districts within the urban context. They may be adjacent to the central business district or found in outer areas of the City. They are primary destinations for work and play which attract people from more than a 20-mile radius or drive distance. The uses are built within the urban blocks and grid, and whole-scale redevelopment of blocks or adaptive reuse of existing structures may occur in these areas. Their scale is large and may take up multiple city blocks. Their primary use is as a business district, but high-intensity residential in mixed-use buildings is also appropriate.



UCAC-3 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Medium & High-rise
- Business/Employment Small to Large (incl. High-rise, excl. Flex)

SECONDARY TYPES

- Multi-family Medium to High-rise
- Civic/Institutional Small to Large
- Retail/Services Extra Large
- Flex Small to Large
- Parking Structures

TERTIARY TYPES

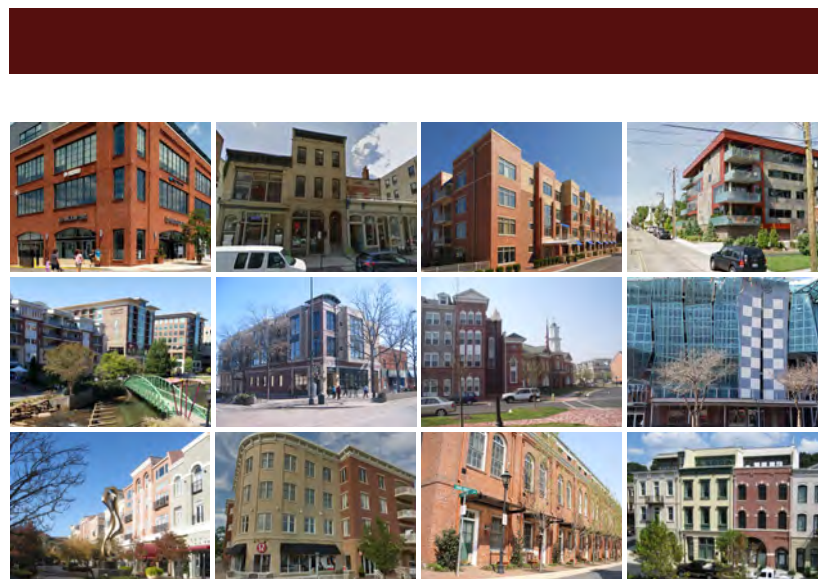
- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

See matrix for appropriate park/open space types.

Development Types

UCAC-3 DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight with wide sidewalks and tree lawns.
- Blocks are square or rectangular, and the activity center may extend over several city blocks. Alleys should be used in redevelopment or infill to provide access to rear parking lots or maintenance and delivery access to buildings.
- The subdivision of lots is irregular within a block, with parcels sized to accommodate the footprint and scale of the buildings. Larger lots are used to accommodate larger buildings in an activity center. Deeper lots are typically found along major roads.
- Buildings should be set to the sidewalk edge of the primary street or street of address, with plazas or outdoor dining possible when buildings have modest 10-20 foot setbacks. Entrances should be located on the main façade and accessible from the sidewalk. Build-to lines may be implemented in these developments.
- Individual buildings may be attached or built close to each other to establish a continuous street frontage. Individual lots may have only one narrow side yard and have a zero lot line setback from the front or side property lines.
- Building types may be mixed on a block, but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Structures may just use on-street parking or may have parking garages or lots nearby. Several parking lots or structures may be shared by businesses and residents within Regional Activity Centers. Multimodal transit should also be factored into the design of activity centers with accommodations for public transit, pedestrians, bicyclists, and public transit.



- Open spaces in the form of plazas, linear parks, and greens are also contributing uses in an activity center. Pedestrian-oriented streetscape elements such as benches, street trees, landscaping, and outdoor dining areas are typical.
- Architectural detailing is human scale along ground floor activity zones, but may include more iconic elements than found in Neighborhood or Community Activity Centers. The majority of buildings are three stories or larger; high-rise structures are strategically located where increased density and intensity are appropriate. A height plan should be prepared for urban activity centers to designate blocks or corridors appropriate for high-rise, mid-rise, or low-rise structures.

Development Types

TRANSITIONAL/SENSITIVE LANDS (T/S)

Transitional and Sensitive Lands occur throughout the City of Columbia. These areas may or may not be developed in the future, and may or may not contain environmentally or culturally sensitive areas such as prime farmlands, floodplains, cultural sites, or conserved open spaces. As Columbia grows in population and resource needs shift, these lands may provide or continue to provide essential ecosystem services or agricultural opportunities, or may one day be developed at urban or suburban intensities. These areas may not be appropriate for higher density greenfield development, and may provide recreational and educational opportunities. For those areas which fall in the outer edges of the City, future development should consider the protection and conservation of natural and/or cultural resources. Long range master planning or area planning prior to suburban or urban development is strongly encouraged.

T/S BUILDING TYPES/LAND USES

PRIMARY TYPES

- State or Federal Parks/Forests
- Nature Preserves
- Conserved Lands
- Environmentally, Ecologically, or Culturally Sensitive Lands
- Agriculture

SECONDARY TYPES

- Animal Enclosures
- Single-family Detached
- Linear Parks & Greenways
- Community Parks
- Regional Parks

TERTIARY TYPES

- Civic/Institutional Small
- Cemeteries & Mausoleums
- Water/Wastewater Treatment
- Pocket Parks/Greens
- Neighborhood Parks



Proposed Zoning District



Planned Development

Application and Checklist

5. Project Description

Provide a brief description of the project.

The BullStreet Neighborhood Form Based Code establishes the overall vision for the BullStreet District through seven guiding principles that shape the future development, including mixing commercial and residential uses, creating a walkable place and maximizing the economic impact and increasing the tax base.

The Form Base Code also establishes height limits for Transect Zones T-4, T-5 and Special District intended to ensure structures within the district respect the prominence of the iconic Babcock Building cupola. Given that elevation of the Babcock Building is the highest point in the BullStreet District, there are areas within the BullStreet District that can maintain the objective of respecting the Babcock dome with more stories than initially permitted in the BullStreet Neighborhood Form Based Code.

With this in mind, BullStreet Development, LLC requests modifying Section 5.5.4.d of the Form Based Code with the following language:

Existing Language: 5.5.4.d. Maximum height for Structures in Special Districts shall not exceed six (6) stories except for Special Districts along Harden in which Structures shall not exceed ten (10) stories.

Proposed Language: 5.5.4.d. Maximum height for Structures in Special Districts shall not exceed ten (10) stories.

6. Signature

Signature of Applicant

Print Name

Chandler Cox

Date

8/15/25

Zoning

2300 Bull Street, etc., TMS# 11501-01-01, etc.
Current Zoning: Planned Development District (PD)
Proposed Zoning: Planned Development District (PD)

12.b

Legend

- DAC: Downtown Activity Center/Corridor
- RAC: Regional Activity Center/Corridor
- CAC: Community Activity Center/Corridor
- NAC: Neighborhood Center/Corridor
- O-I: Office and Institutional District
- MU-2: Mixed-Use
- 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
- RD: Residential Two-Family District
- LI: Light Industrial District
- EC: Employment Campus District
- PD: Planned Development
- INS-GEN: Institutional - General District
- Design Overlay Districts
- OV-HP: Individual Landmark
- OV-HP: Historic Preservation Overlay Districts
- Parcels
- City Limits

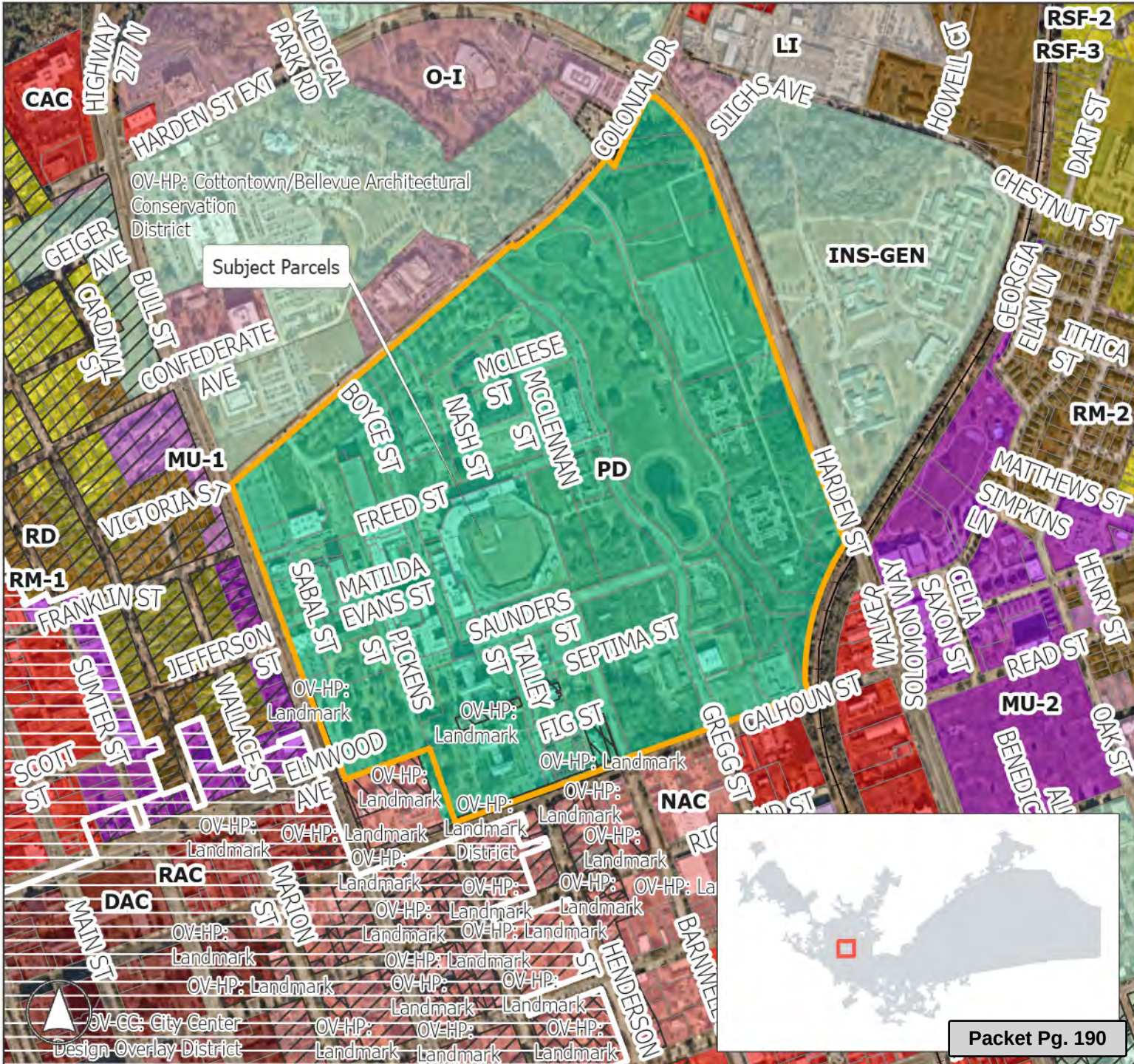
10200 Feet



Planning & Development Services Department

Created by: swjudson Date: 8/29/2025

This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia



Packet Pg. 190



MEETING DATE: October 28, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-089 - Granting an encroachment to 2222 LLC for the use of the right of way areas of the 2200 and 2300 blocks of Main Street, the 2100 and 2200 blocks of Sumter Street, the 1200 block of Franklin Street and the 1200 block of Scott Street for the installation and maintenance of sidewalks, landscaping and irrigation adjacent to 2222 Main Street, Richland County TMS# 09016-02-06

REQUISITION NO.: 2025-089

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** 2025-089 - permanent encroachment 2222 Main St(PDF)

ORDINANCE NO.: 2025-089

Granting an encroachment to 2222 LLC for the use of the right of way areas of the 2200 and 2300 blocks of Main Street, the 2100 and 2200 blocks of Sumter Street, the 1200 block of Franklin Street and the 1200 block of Scott Street for the installation and maintenance of sidewalks, landscaping and irrigation adjacent to 2222 Main Street, Richland County TMS# 09016-02-06

WHEREAS, 2222 LLC, (hereinafter "Grantee") desires to utilize a portion of the right of way areas of the 2200 and 2300 blocks of Main Street, the 2100 and 2200 blocks of Sumter Street, the 1200 block of Franklin Street and the 1200 block of Scott Street for the installation and maintenance of sidewalks measuring approximately six (6') feet in width one thousand thirty (1,030') feet in length, landscaping and irrigation adjacent to 2222 Main Street, as shown on the attached drawings; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2025, that Grantee is hereby granted the right to use the right of way areas of the 2200 and 2300 blocks of Main Street, the 2100 and 2200 blocks of Sumter Street, the 1200 block of Franklin Street and the 1200 block of Scott Street adjacent to 2222 Main Street, Richland County TMS# 09016-02-06, for the installation and maintenance of sidewalks measuring approximately six (6') feet in width one thousand thirty (1,030') feet in length, landscaping and irrigation, as shown on the attached drawings.

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

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

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

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

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

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along

LEGAL DEPARTMENT DRAFT

the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.

3. Grantee is responsible for maintaining landscaping and improvements.

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

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

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

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

8. Where feasible, applicant shall coordinate with Planning staff to reduce height of retaining walls and remove fencing between sidewalks and building.

9. Provide a change of paving material at locations where pedestrians and bicycle traffic intersects with automobile traffic.

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

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:



MEETING DATE: October 28, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-091 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Project Senate TMS # R08916-02-09)

REQUISITION NO.: 2025-091

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

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

ATTACHMENTS:

- **#a:** Project Briefing - City Council Agenda - Project Senate (DOCX)
- **#b:** 2025-091 - City Consent to Public Infrastructure Credit Ordinance - Project Senate (City of Columbia)(204320055.2)(RC1) (PDF)



City Council Agenda

Project Name: Project Senate

Developer: Subtext Living

Address(s): 931 Senate Street

Council District: 2

TMS Numbers: R08916-02-09

Proposed Development: A seven story, mixed-use multifamily apartment building that will also include an additional level of below grade parking, with 2,500 square feet of commercial restaurant space on the ground floor

Project Investment: \$97,000,000 (\$80M in hard costs)

Support Request: 50% Special Source Revenue Credit for 10 years

Project Summary: Subtext Living is proposing to acquire the 1.22 acre parcel at 931 Senate Street in the Vista (currently home to Five Guys, Monterreys, and Republic Biergarten) and to redevelop that property into a seven story tall mixed-use multifamily project including one, two and three bedroom units. The project will include two levels of structured parking (185 total space, with one floor of parking below grade) incorporated into the building as well as 2,500 square feet of commercial restaurant space. Five Guys is expected to retain their space long term as the tenant.

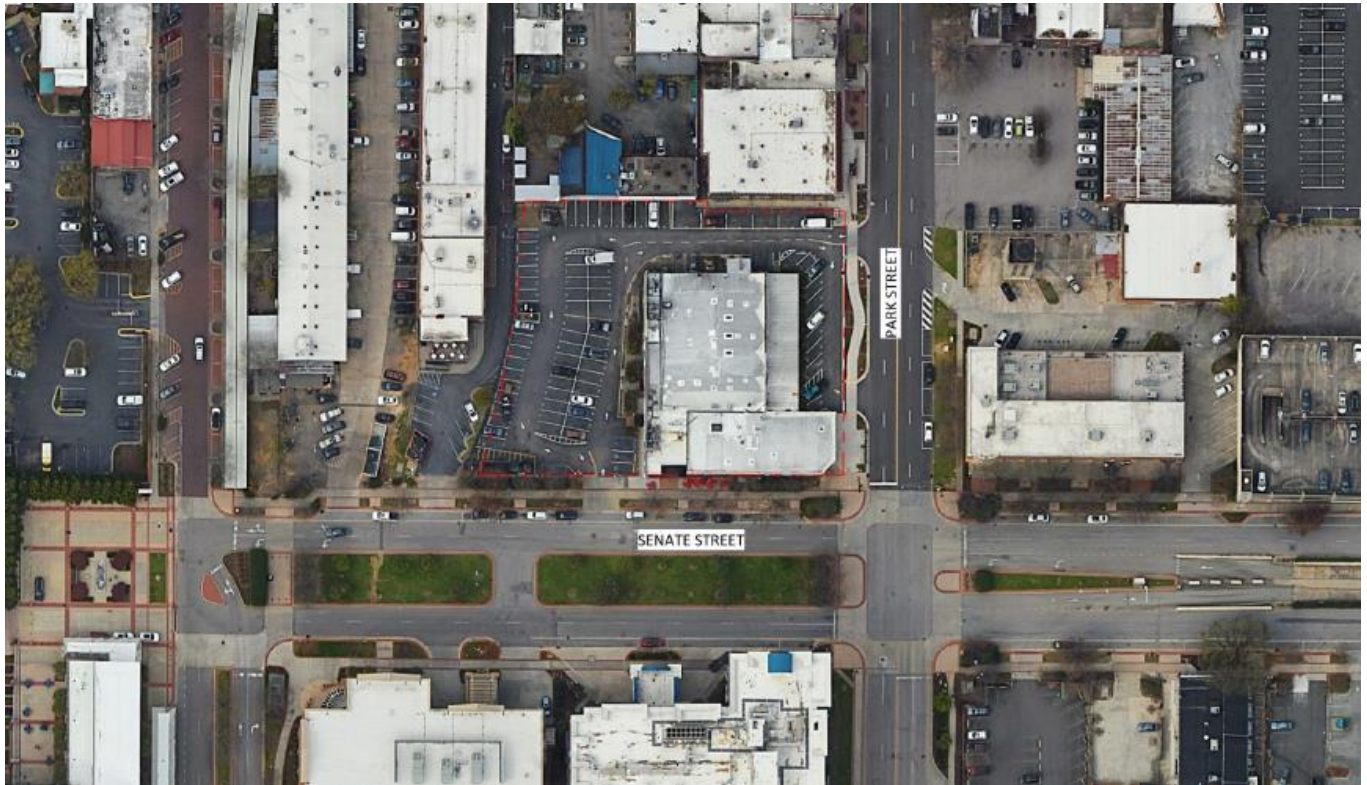
This project is part of Subtext's "LOCAL" multifamily brand, which offers connected living for urban downtowns and targets young professionals, city dwellers, faculty, and student residents. The communities offer flexible living spaces, innovative social support, and resources for wellness and wellbeing.

The project provides and opportunity to redevelop and add verticality and density to what may be an underutilized site in the Vista. The site is currently comprised of about 40% of restaurant/retail space and 60% is the surface parking lot. Public improvements will consist of the addition of structured parking to accommodate the new development for residents, employees, and commercial tenant customers. Additionally, streetscape and public right-of-way improvements and improved pedestrian street lighting are anticipated as part of the project. The overall investment of \$97M (inclusive of hard costs) includes \$80M in hard costs and about \$7.25M of public infrastructure investment.



EXAMPLE: LOCAL Nashville







Conceptual Rendering



Conceptual Rendering



ORDINANCE NO.: 2025-091

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(Project Senate TMS # R08916-02-09)*

WHEREAS, the City of Columbia, South Carolina ("City"), is a body, politic and corporate located in Richland County, South Carolina ("County"); and,

WHEREAS, through Columbia City Council ("Council"), the City is entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina; and,

WHEREAS, the County and Fairfield County, South Carolina ("Fairfield"), entered into an Agreement for Designation of the I-77 Corridor Regional Industrial Park dated as of April 15, 2003 (the "Original Agreement"), which Original Agreement was amended and restated pursuant to the Amended and Restated Master Agreement dated as of September 1, 2018 (as so amended and restated, the "Park Agreement"); and,

WHEREAS, pursuant to Section 1.02 of the Park Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinance of the County Council of the County and delivery of notice of such enlargement to Fairfield County; and,

WHEREAS, a company identified for the time being as Project Senate (the "Developer"), has invested in, or proposes to invest in, or cause others to invest in, and develop a seven story mixed-use commercial development project, including multi-family residential consisting of one, two, and three bedroom units along with 2,500 square feet of commercial retail space, as well as supportive structured parking improvements totaling around 185 parking spaces in a structured garage, in the County (collectively, the "Project"), to be located on and, in part, comprised of, parcels located in the City, as more particularly described on Exhibit A attached hereto (the "Project Site"), and should the Developer's plans proceed as presently contemplated, total taxable investments by, or at the direction of, the Developer in real and personal property in the Project are anticipated to be not less than \$80,000,000; and,

WHEREAS, the County has agreed to offer a public infrastructure credit to reduce the property taxes due on the Project (as more particularly defined herein, "Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act"), and a public infrastructure credit agreement between the County and the Developer with respect to the Project ("Credit Agreement") to provide Credits against certain of the Developer's payments in lieu of taxes with respect to the Project for the purpose of assisting in paying certain costs of designing, acquiring, constructing, improving or expanding infrastructure and for improved and unimproved real estate and personal property, including, but not limited to, machinery and equipment, used in the operation of the Project (collectively, "Infrastructure"); and,

WHEREAS, to grant the Developer the full value of the Credit with respect to the Project, the County now desires to also locate the Project Site in the Park the County has jointly developed with Fairfield, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended ("Park Act" and, together with the Credit Act, "Act"); and,

LEGAL DEPARTMENT DRAFT

WHEREAS, pursuant to the Act and the Park Agreement, following application of the Credit, the payments in lieu of taxes generated from the Project will be distributed as set forth in the Park Agreement; and,

WHEREAS, pursuant to the Act, because the Project is located within the City's geographical borders, the City must consent to the inclusion of the Project Site within the boundaries of the Park; and,

WHEREAS, based upon the foregoing, the City now desires to consent to the inclusion of the Project Site in the Park; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2025 that the City hereby consents to the inclusion of the Project Site in the Park, which consent is conditioned upon the following:

1. The County's adoption, by resolution or ordinance, authorizing the inclusion of the Project Site in the Park and delivery of written notice to Fairfield County, pursuant to Section 1.02 of the Park Agreement; provided, the Project shall not be removed from the Park for so long as the Developer is receiving Credits as a result of inclusion in the Park.

2. The County's approval, execution and delivery of the Credit Agreement related to the Project.

3. The Credit Agreement will provide that (a) the Developer will make payments in lieu of taxes related to the Project ("PILOT") during the term of the Credit Agreement, which PILOT shall be in the total amount equivalent to the *ad valorem* taxes or other fee in lieu of tax payments that would have been due and payable with respect to the Project but for the location of the Project in the Park; (b) the annual PILOT payment payable from the Developer to the County will be subject to reduction by a 50% public infrastructure credit (herein defined as the "Credit") to reimburse the Developer's Infrastructure costs; (c) the term of the Credit shall not exceed ten years (unless consented to in writing by the City), as shall be set forth in the Credit Agreement; (d) in each year during the term of the Credit, the City will be entitled to receive the portion of the PILOT payment (net of the Credit, as applicable) as provided in the Park Agreement; and (e) the Property will be deemed removed from the Park upon the expiration or earlier termination of the Credit Agreement.

4. Notwithstanding the foregoing, if the Project proceeds in a phased approach, the time limit for the Project Credit period as allowed in this Ordinance shall be as set forth in Section 3 hereof, and the timeline for additional phases shall be for the period of time or Credit amount that remains available on the original period and shall not have a new beginning date.

5. The City Manager is authorized to execute any documents and take any further action as may be reasonably necessary to further the intent of this Ordinance.

6. Approval of this Ordinance does not constitute a development approval, as all regulatory permitting and approval requirements remain in effect, the requirement of such is not altered in any way by the approval of this Ordinance. The Project must progress forward at a reasonable pace for a project of this magnitude or else the Park inclusion approval, which facilitates the Credit, will be repealed by the City.

7. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

EXHIBIT A
PROPERTY DESCRIPTION

[To be inserted.]



MEETING DATE: October 28, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to consider a funding request in the amount of \$50,000.00 from Bull Market for eligible expenditures associated with the Bull Market Fest 2026.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Fiscal Year 2025/2026 Hospitality Tax Fund

ATTACHMENTS:

- **#a:** 251024_Bull Street Music Festival (PDF)



MEETING DATE: October 28, 2025

DEPARTMENT: Assistant City Manager for Strategic Programs & Innovation

FROM: *Missy Caughman,*

SUBJECT: Council is asked to consider a funding request in the amount of \$20,000.00 from the Koger Center for the Arts for eligible expenditures associated with the Blind Boys of Alabama performance.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Fiscal Year 2025/2026 Hospitality Tax Fund

ATTACHMENTS:

- **#a:** Blind Boys of Alabama at Koger Center(PDF)



Koger Center for the Arts

UNIVERSITY OF SOUTH CAROLINA

Columbia City Council
Council Woman Tina Herbert
Tina.Herbert@columbiasc.gov

October 14, 2025

Dear Councilwoman Herbert,

Thank you for Columbia City's H-tax support of the performance by the **Blind Boys of Alabama** at the Koger Center for the Arts on Sunday, November 2 at 3:00pm. This support from the City of Columbia would only be spent on the artist fee, marketing the event and/or security for the event. We understand that the support would come in the form of reimbursement after the event expenses are paid.

This event is an exciting partnership between the South Carolina Educational Foundation, the Koger Center for the Arts at the USC School of Music, and the Brookland Foundation to bring this extraordinary musical group back to Columbia for the first time in roughly 40 years. Blind Boys of Alabama are recognized worldwide as living legends of gospel music having been celebrated by the National Endowment for the Arts and The Recording Academy with lifetime Achievement Awards and have won six Grammy Awards.

We look forward to seeing you and other Columbia City council and staff members at the performance on November 2 and appreciate all the ways that you and Columbia City Council help to bring cultural and artistic excellence to Columbia.

Sincerely,

Nate Terracio
Director, Koger Center for the Arts
1051 Greene St.
Columbia, SC 29201
terraccio@mailbox.sc.edu



MEETING DATE: October 28, 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:
Front Yard Parking
Short-Term Rentals